



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
May 27, 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 May 27, 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 May 12, 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. Consider approval of Ordinance No. 25-3459, AN ORDINANCE RELATING TO THE PERMITTED DATES AND TIMES FOR THE SALE, POSSESSION AND DISCHARGE OF FIREWORKS WITHIN THE CITY OF ABILENE, KANSAS IN CONNECTION WITH THE JULY 4, 2025 HOLIDAY. – City Clerk Mohr
 - b. Consider approval of Resolution No. 052725-1, a RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION (F) HAZARD MITIGATION PLAN. -City Clerk Mohr
 - c. Consider approval of Resolution No. 052725-2, A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NUMBER 31, AND REPEALING ALL PRIOR DESIGNATIONS. – City Clerk Mohr

8. Items for discussion

- a. There were no items for discussion.

9. Reports

- a. City Manager's Report

10. Executive Session

- a. Executive Session: I move the City Commission recess into executive session for 5 minutes to discuss a personnel matter involving a department head, pursuant to K.S.A. 75-4319(b)(1), for the purpose of discussing personnel matters of non-elected personnel. The open meeting will resume in this room at _____ pm.

11. Recess of Regular Meeting

- a. Consider a motion to recess the May 27, 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
May 12, 2025, 4:00 pm.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Marsh, City Clerk Mohr, Interim Finance Director Briand, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Assistant Police Chief Wilkins, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Facilities Maintenance Alvarez, Street Maintenance Sims, Street Maintenance Reifsnnyder City Inspector Steerman, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the May 12, 2025, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Witt, to approve the agenda as presented. 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 April 28, 2025, Regular Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, 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. 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, 309 N. Vine, expressed concerns about the city streets not being cleaned by the street sweeper and about the dust produced by Flint Hills Grain causing illnesses.

Tanner Colburn, Guaranteed Roofing and Exteriors, spoke about roof repairs after the recent hail storm and recommended mid-roof inspections for better quality work.

7. Business Items

There were no business items.

8. Items for Discussion

- a. 1601 W. First St. – Nuisance Abatement Update**

City Inspector Steerman gave an update of work done at 1601 W. First Street. The roof is complete, and some clean-up needs to be done.

Roger Seymour, owner of 1610 W. First, spoke about the property and thanked the Commission for extending the deadline to complete the roof.

- b. Consider approval of Resolution No. 051225-1, A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NO. 31, AND REPEALING ALL PRIOR DESIGNATIONS.**

Kim McGuire, Abilene Reflector Chronicle Publisher, explained how the paper's printed and online versions work and that they want to continue to do business with the City.

9. Reports

- Kelsey Briand will be the Interim Finance Director. She has a solid knowledge of Tyler ERP and will be able to help keep us moving forward during a time of transition

- We received a 2024-225 dividend check from EMC Insurance for \$28,543.60.
- The Community Foundation of Dickinson County and the City will collaborate to find a solution to the lack of public restrooms in downtown Abilene.
- The new shade structure at the pool has been installed.
- Parks and Recreation, with assistance from Public Works, will power wash the pool this week and begin filling it on Thursday.
- Ron will be on vacation Thursday – Monday, May 15-19.

10. Recess of Regular Meeting

- a.** Consider a motion to recess the May 12, 2025, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to recess the May 12, 2025, City Commission Meeting at 4:37 pm. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin immediately.

City Commission Study Session

1. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:37 pm.

2. May 12, 2025, City Commission Study Session Agenda

- a.** Fireworks Ordinance
- b.** Mitigation Plan Resolution
- c.** RHID-Heartland Housing Contract Discussion
- d.** Architect for Sports Complex Discussion

3. Adjournment

- a. Consider a motion to adjourn the May 12, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to adjourn the May 12, 2025, City Commission Meeting at 4:59 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Tuesday, May 27, 2025

Session: Regular Meeting

Topic: Extending Fireworks sale, possession and discharge

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The current fireworks ordinance allows for the possession of fireworks from June 27th to July 4th each year, the sale of fireworks from June 30th to July 4th, and the discharge of fireworks from 8 am to 10 pm, July 1st through July 3rd and from 8:00 am to 12:00 am, midnight July 4th.

With the holiday falling on a Friday this year, we are proposing the extension of the sale, possession and discharge of fireworks through Saturday, July 5th.

The Commission can decide exact dates and for selling and dates & times for discharging of fireworks.

Surrounding cities/counties' sale and discharge dates:

Dickinson County – Sale - June 27-July 4, extended to July 5 if the 4th is a Thursday or Friday, Discharge – July 1-4, extended to July 5 if the 4th falls on a Thursday or Friday

Salina: Sale-June 27-July 4; discharge on July 3 and 4

Salina County: Sale and discharge-June 27 to July 5

Solomon – June 27 -July 4 – will probably extend to July 5 since DK is, discharge will either be July 1-5 or July 2-5

Chapman – Sale and discharge July 1-4, July 5 if the 4th falls on a Friday

Junction City – Sale and Discharge-July 1-4

Geary County – Sale and Discharge-July 1-4

Clay Center – Sale June 27 to July 5, discharge July 3-5

Wakefield – Sale June 28-July, discharge July 1-5

Clay County-no regulations, they let the cities decide

The City Commission decided the sale of fireworks would be permitted June 30 to July 5. The discharge of fireworks will be July 1-2 from 8 am to 10 pm and July 3-5 from 8 am to midnight.

Recommendation:

Adopt Ordinance No. 25-3459. AN ORDINANCE RELATING TO THE PERMITTED DATES AND TIMES FOR THE SALE, POSSESSION AND DISCHARGE OF FIREWORKS WITHIN THE CITY OF ABILENE, KANSAS IN CONNECTION WITH THE JULY 4, 2025 HOLIDAY.

Fiscal Note:

None

Funding Source:

ORDINANCE NO. 25-3459

AN ORDINANCE RELATING TO THE PERMITTED DATES AND TIMES FOR THE SALE, POSSESSION AND DISCHARGE OF FIREWORKS WITHIN THE CITY OF ABILENE, KANSAS IN CONNECTION WITH THE JULY 4, 2025 HOLIDAY.

WHEREAS, Section 5-311 of the City Code of the City of Abilene permits the retail sale of certain fireworks between the hours of 8:00 a.m. and 10:00 p.m., from June 30 through July 4.

WHEREAS, the Governing Body wishes to allow the retail sale of certain fireworks on July 5, 2025, in addition to the dates and times listed in Section 5-311.

WHEREAS, Section 5-312 of the City Code of the City of Abilene, Kansas permits the discharge of certain fireworks between the hours of 8:00 a.m. and 10:00 p.m., from July 1 through July 3, and between the hours of 8:00 a.m. and 12:00 a.m., midnight, on July 4, and the possession of fireworks from June 27 through July 4.

WHEREAS, the Governing Body wishes to allow the possession and discharge of fireworks on July 5, 2024, in addition to the dates and times listed in Section 5-312.

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

SECTION ONE. In addition to the dates and times during which retail sale of fireworks are permitted under Section 5-311 of the City Code, the retail sale of fireworks, which are defined as “Class C Fireworks,” not including “bottle rockets” by the rules and regulations of the Kansas State Fire Marshal, shall be permitted between the hours of 8:00 a.m. and 10:00 p.m., on July 5, 2025. The retail sale of fireworks shall be subject to the requirements of all applicable codes, ordinances, and laws.

SECTION TWO. In addition to the dates and times during which discharge of fireworks is permitted under Section 5-312 of the City Code, discharge of fireworks, which are defined as “Class C Fireworks,” not including “bottle rockets” by the rules and regulations of the Kansas State Fire Marshal, shall be permitted between the hours of 8:00 a.m. and 12:00 a.m. midnight, on July 3 and 5, 2025. Fireworks may be possessed from June 27 through July 5, 2025. The discharge of fireworks shall be subject to the requirements of all applicable codes, ordinances, and laws. Under this ordinance, the discharge of fireworks shall be permitted during the following dates and times in 2025:

Permitted Discharge Dates and Times in 2025	
Date	Times
July 1, 2025	Between the hours of 8:00 a.m. and 10:00 p.m.
July 2, 2025	Between the hours of 8:00 a.m. and 10:00 p.m.
July 3, 2025	Between the hours of 8:00 a.m. and 12:00 a.m. midnight
July 4, 2025	Between the hours of 8:00 a.m. and 12:00 a.m. midnight
July 5, 2025	Between the hours of 8:00 a.m. and 12:00 a.m. midnight

SECTION THREE. 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. 25-3459 Summary

On May 27, 2025, the Abilene City Commission passed Ordinance No. 25-3459. The ordinance permits the retail sale of fireworks within the City of Abilene, Kansas between the hours of 8:00 a.m. and 10:00 p.m. on July 5, 2025, in addition to the dates and times during which the retail sale of fireworks is permitted under Section 5-311. The ordinance also permits the discharge of fireworks within the City of Abilene, Kansas between the hours of 8:00 a.m. and 12:00 a.m. midnight, on July 3 and 5, 2025, in addition to the dates and times during which discharge of fireworks are permitted under Section 5-312. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 27th day of May, 2025.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 27th day of May, 2025.

Aaron O. Martin, Legal Counsel



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
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Amy Meysenburg
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Kellee Timbrook
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CVB Director

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Kale Strunk
Fire Chief

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Public Works Director

City Commission Meeting Date: Tuesday, May 27, 2025

Session: Regular Meeting

Topic: All-Hazard Mitigation Plan

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

Dickinson County has developed a Regional Multi-Jurisdictional Hazard Mitigation Plan to better address potential natural hazards before they occur and to maintain eligibility for mitigation funding from the Federal Emergency Management Agency (FEMA). The plan was developed by a Hazard Mitigation Planning Committee (HMPC), with participation from county and city departments, and state and federal agencies.

The plan addresses a comprehensive list of hazards, such as tornadoes and flooding, and will assess the likely impacts of these hazards to communities in Dickinson County and North Central Kansas. It also sets goals and prioritizes projects to reduce the impacts of future disasters on people and property in the county.

If you want to see the mitigation plan, it can be found at <https://www.dkcoks.gov/All-Hazard-Mitigation-Plan>

Recommendation:

Adopt Resolution No. 052725-1, as the City of Abilene's official Kansas Homeland Security Region F Hazard Mitigation Plan

Fiscal Note:

None

Funding Source:

None

RESOLUTION 052725-I

A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION (F) HAZARD MITIGATION PLAN.

WHEREAS, the City of Abilene, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Abilene, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region F Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Abilene, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region (F) Hazard Mitigation Plan; and

WHEREAS adoption by the governing body for the City of Abilene, Kansas demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE, be it resolved, that the City of Abilene, Kansas adopts the Kansas Homeland Security Region F Hazard Mitigation Plan as an official plan; and will submit this Adoption Resolution to the Kansas Division of Emergency Management to enable the plan’s final approval.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 27th day of May 2025.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

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Wendy Miller
Vice-Mayor

John Kollhoff
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Brad Anderson
Public Works Director

City Commission Meeting Date: Tuesday, May 27, 2025

Session: Regular Meeting

Topic: Designation of official City newspaper

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The Abilene Reflector Chronicle recently changed from printing paper copies of the newspaper five days a week to only printing paper copies on Tuesdays and Thursdays with online versions published each day. Because of this, we need to re-designate our official city newspaper to ensure publications are completed on a timely basis. Below are comments from City Attorney Martin regarding this change:

- K.S.A. 12-1651 is the statute that requires the City to designate an official city newspaper. Because the statute does not apply uniformly to all cities in the state of Kansas, the City can adopt a charter ordinance to exempt itself from the statute and provide for substitute or additional provisions on the same subject.
- The City passed Charter Ordinance No. 31 on February 24, 2025, and it was published in the newspaper on February 27 and March 6. The effective date of the Charter Ordinance was May 6, 2025 (61 days after the last publication.)
- The City now needs to pass a resolution designating the official city newspapers.

Recommendation: Approve Resolution No. 051225-1, A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NO. 31, AND REPEALING ALL PRIOR DESIGNATIONS.

Fiscal Note:

The cost of publishing with the ARC is the same whether it is the printed version or online version. Publishing on the city website would be free so a savings would be seen if we publish on the City website.

RESOLUTION NUMBER 052725-2

A RESOLUTION DESIGNATING THE OFFICIAL CITY NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NUMBER 31, AND REPEALING ALL PRIOR DESIGNATIONS.

WHEREAS, the Governing Body of the City of Abilene, Kansas (“City”) enacted Charter Ordinance Number 31 effective May 6, 2025, exempting the City from the provisions of K.S.A. 12-1651 regarding the naming of an official city newspaper in which legal publications may be made, and providing substitute and additional provisions stating that the Governing Body shall designate from time to time by resolution one or more newspapers and/or websites as the official newspaper(s) of the City for publication of legal notices, advertisements or publications of any kind which may be required to be published in the official city newspaper by the laws of the State of Kansas or of the City; and

WHEREAS, the Governing Body wishes to designate the official city newspapers pursuant to Charter Ordinance Number 31 and establish a preference for publication options.

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

Section 1. Findings. The Governing Body finds that the public interest is served by maximizing public access to published notices in the official city newspaper while minimizing the cost to the public for such access.

Section 2. Designation of official city newspapers. The Governing Body hereby designates each of the following as an official city newspaper:

- a) Abilene Reflector-Chronicle newspaper
- b) The Abilene Reflector-Chronicle website (<https://www.abilene-rc.com/>)
- c) The City of Abilene, Kansas website (<https://www.abilenecityhall.com/>)

All documents and evidence of official City action, including ordinances, when required by Kansas statutes to be published in the official city newspaper shall be published in one of the foregoing official city newspapers.

Section 3. Preference for publication. Unless otherwise specified by the Governing Body at the time of authorizing publication of a notice, ordinance, or other document, the default official city newspaper for publication shall be the printed version of the Abilene Reflector-Chronicle newspaper. If, in a given instance, the Governing Body directs otherwise, publication may instead be made in either the Abilene Reflector-Chronicle website or the City of Abilene, Kansas website, in that order of preference.

Section 4. Designation of alternate source of publication. The Governing Body hereby designates the printed version of the Abilene Reflector-Chronicle as the newspaper of publication for all required published notices other than those statutorily required to be published in the official city newspaper.

Section 5. Repealer. All prior designations of the official city newspaper are repealed.

Section 6. Effective date. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body and signed by the Mayor on this 27th day of May 2025.

Brandon Rein, Mayor

(SEAL)

ATTEST:

Shayla L. Mohr, CMC, City Clerk



ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

May 27, 2025 – following the adjournment of the regular meeting

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

1. Call to Order – May 27, 2025, City Commission Study Session
2. May 12 City Commission Study Session Agenda
 - a. Discussion regarding bids received for the purchase of a skid steer for the Public Works Dept. - Public Works Director Anderson
 - b. Discussion regarding the purchase of a street sweeper for the Public Works Dept. - Public Works Director Anderson
 - c. Discussion regarding a change of Section 3-201 of the City Code concerning definitions applicable to regulating alcoholic liquor. – City Clerk Mohr
 - d. Discussion regarding the Agreement for Engineering Services with Olsson for the Industrial Park Project – City Manager Marsh/Public Works Director Anderson
 - e. Discussion regarding Resolution authorizing and providing for improvements included in the multi-year capital improvement plan – Industrial Park – Dominick Eck
 - f. Discussion regarding a resolution authorizing and providing for improvements included in the multi-year Capital Improvement Plan and authorizing the Sale Resolution for the issuance of General Obligation Bonds for the funding of the Industrial Park Infrastructure, CCLIP 2026 Project and the Recreation Improvements – Dominic Eck, Gillmore and Bell/Clayton Kelley Piper Sandler
 - g. Discussion regarding the RHID-Heartland Housing Contract – Commissioner Kollhoff/Ross Vogel, Heartland Housing

h. Discussion regarding the hiring of a new City Manager – Commissioner Kollhoff

3. Consider a motion to adjourn the May 27, 2025, City Commission Study Session.

Future Meeting Reminders

*City Commission Regular Meeting, June 9, 2025, at 4 pm.

*City Commission Study Session, June 9, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, June 23, 2025, at 4 pm.

*City Commission Study Session, June 23, 2025 – following the adjournment of the regular meeting, will not start before 4:30 pm.

Future Meeting Reminders

*City Commission Regular Meeting, June 9, 2025, at 4 pm.

*City Commission Study Session, June 9, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, June 23, 2025, at 4 pm.

*City Commission Study Session, June 23, 2025 – following the adjournment of the regular meeting, will not start before 4:30 pm.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
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Interim Finance Director

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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: Tuesday, May 27, 2025

Session: Study Session

Topic: Skid Steer

Department: Public Works

Staff Contact: Brad Anderson and Joe Hawk

Background:

The current skid steer was purchased in 2017, has 3,000 hours, and is slated to be replaced this year.

It has electrical wiring harness issues, and replacement parts are unavailable. If they were, fixing them would cost around \$8,000, including the parts and labor.

The old unit will be sold as surplus.

Bids were received from the following companies and opened on May 21, 2025.

- Bobcat, Salina - \$71,495.32
- PrairieLand, Abilene - \$74,000
- Foley, Salina - \$69,579.61
- VLP/ES/Case, Topeka - \$76,964

Recommendation:

Purchase the Caterpillar 255 CTL DCA2 from Foley Equipment.

Fiscal Note:

\$69,579.61

Funding Source:

Equipment Reserve Fund
020-000-530399



Product Quotation
Quotation Number: **LR1189010**
Quote Sent Date: **May 13, 2025**
Expiration Date: **Jun 12, 2025**

Your Bobcat Contact
Lizzie Richter
Phone:
Email: lizzie.richter@doosan.com

Your Customer Contact

Deliver to
CITY OF ABILENE G904854
898 SANDY ST
ABILENE, TX, 79601-6120

Bobcat Dealer
Mike Harvey
Bobcat of Salina, Inc., Salina, KS
721 WEST DIAMOND DRIVE
SALINA, KS, 67401

Bill to
CITY OF ABILENE G904854

Item Name	Item Number	Quantity	Price Each	Total
T650 T4 Bobcat Compact Track Loader	M0233	1	53,341.38	53,341.38
Standard Equipment:				
74 HP Tier 4 Turbo Diesel Engine			Horn	
Auxiliary Hydraulics: Variable Flow			Instrumentation: Engine Temperature & Fuel Gauges, Hour meter, RPM and Warning Indicators	
Backup Alarm			Lift Arm Support	
Bob-Tach			Lift Path: Vertical	
Bobcat Interlock Control System (BICS)			Lights, Front & Rear	
Controls: Hand and Foot (Manual)			Operator Cab:	
Cylinder Cushioning - Lift, Tilt			Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt	
Engine/Hydraulic Systems Shutdown			Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471	
Glow Plugs (Automatically Activated)			Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)	
			Parking Brake: Spring Applied, Pressure Released (SAPR)	
			Solid Mounted Carriage with 4 Rollers	
			Tracks: Rubber, 12.6" wide	
			Warranty: 2 years, or 2000 hours whichever occurs first	
Comfort Package	M0233-P11-C07	1	4,640.42	4,640.42
<i>Included:</i> Comfort Package:, Enclosed HVAC Cab, Adjustable Vinyl Suspension Seat, Power Bob-Tach, Oval Display, Standard Lights, 7-Pin Attachment Control, Single Direction Bucket Positioning				
Selectable Joystick Controls (SJC)	M0233-R01-C04	1	649.23	649.23
17.7" C-Pattern Rubber Track	M0233-R09-C02	1	1,141.01	1,141.01
High-Flow Hydraulics	M0233-R03-C03	1	1,851.21	1,851.21
Two-Speed	M0233-R21-C12	1	1,504.15	1,504.15
74" Standard Duty Bucket	7272768	1	983.44	983.44
Bluetooth Radio Kit	46899213	1	475.61	475.61
Rear Camera Kit	7329670	1	1,191.18	1,191.18
Counterweight Kit, 300 lbs.	7129251	1	1,305.93	1,305.93
Reversing Fan Kit	7307657	1	1,136.76	1,136.76

60 Month/2000 Hour Full Extended Warranty	9986213	1	2,700.00	2,700.00
Total for T650 T4 Bobcat Compact Track Loader				70,920.32
Quote Total - USD				70,920.32
Dealer P.D.I.				200.00
Tariff Surcharge				0.00
Freight Charges				1,475.00
Destination Charges				80.00
Dealer Assembly Charges				1,320.00
Quote Total - USD				73,995.32

Comment: DEALER DISCOUNT \$2,500 TOTAL \$71,495.32

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192-300

<https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/clark-equipment-company/>

State and Contract Number Summary:

AK - N-2024-CE-001

CA - 7-24-99-51-01

IA - OK-SW-192-300

KS - OK-SW-192-300

MO - CC240715001

NE -

NM -

OK - OK-SW-192-300

RI -

SD - 17808

SC - 4400034032

UT -

WI - 505ENT-O24-CONSTREQUIP-02

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc , P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Heather.Messmer@doosan.com or by phone at: 1-800-965-4232.

Customer acceptance:

Quotation Number:: LR1189010

Purchase Order: _____



Quote Id: 32865753

Prepared For:
CITY OF ABILENE PUBLIC WORKS



Prepared By: **Lucas Wilson**
PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
Tel: 785-263-3051
Fax: 785-263-2310
Email: lwilson@plpjd.com

Date: 19 May 2025

Offer Expires: 30 May 2025

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 32865753

Customer: CITY OF ABILENE PUBLIC WORKS

JOHN DEERE 325G Compact Track Loader

Hours:

Stock Number:

				Selling Price
				\$ 74,000.00
Code	Description	Qty	Unit	Extended
00D2T	325G Compact Track Loader	1	\$ 85,730.00	\$ 85,730.00
Standard Options - Per Unit				
170K	JDLINK™	1	\$ 0.00	\$ 0.00
0755	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan	1	\$ 10,432.00	\$ 10,432.00
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ 1,144.00	\$ 1,144.00
1301	Engine - Turbocharged - FT4	1	\$ 0.00	\$ 0.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
2600	Offset Block Lug Tread Pattern - 15.8 in. (400mm) Tracks	1	\$ 1,581.00	\$ 1,581.00
4003	3-Inch Seat Belt with Shoulder Harness	1	\$ 293.00	\$ 293.00
6001	Mechanical Suspension Seat (Vinyl)	1	\$ 0.00	\$ 0.00
8042	Rear View Camera	1	\$ 940.00	\$ 940.00
8310	Counterweight, (Triple Set)	1	\$ 1,242.00	\$ 1,242.00
8342	Radio, AM/FM with Bluetooth	1	\$ 664.00	\$ 664.00
9052	78 in Heavy Duty Construction Bucket (19.4 cu ft) w/ Edge	1	\$ 2,554.00	\$ 2,554.00
Standard Options Total				\$ 18,850.00
Dealer Attachments				
	Freight/Setup	1	\$ 2,285.00	\$ 2,285.00
	Bobcat Harness Adapter	1	\$ 850.00	\$ 850.00
Dealer Attachments Total				\$ 3,135.00
Value Added Services Total				\$ 0.00
Suggested Price				\$ 107,715.00
Customer Discounts				
Customer Discounts Total			\$ -33,715.00	\$ -33,715.00
Total Selling Price				\$ 74,000.00



SALES AGREEMENT

DATE May 19, 2025

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

CUSTOMER		CITY OF ABILENE	
STREET ADDRESS		419 N BROADWAY ST PO BOX 519	
S O L D	CITY/STATE	ABILENE, KS	COUNTY DICKINSON
	POSTAL CODE	67410-0519	PHONE NO. 785 263 2550
T O	EQUIPMENT		
	PRODUCT SUPPORT		
INDUSTRY CODE:		LEGISLATIVE BODIES	PRINCIPAL WORK CODE
(CITY/COUNTY) (9121)			
CUSTOMER NUMBER 018787		Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER (For reference only)
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	FINANCIAL SERVICES ☐ CSC ☐ LEASE
	CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0
	PAYMENT PERIOD	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0
			OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 25505FSC	YEAR: 2025
STOCK NUMBER: YGN5114		SERIAL NUMBER: 0FL710415	
255 CTL DCA2		561-7131	SEAT BELT, 2"
2025 MODEL			CERTIFICATION ARR, P65
255 05A COMPACT TRACK LOADER		586-0258	GUARDING / SEALING PKG, (HD1)
HYDRAULICS, PERFORMANCE, (HP1)		585-9682	TRACK, RUBBER, 400MM (15.7 IN) BLCK
WORKLIGHTS, LED, FRONT/REAR		579-2310	FUEL, MANUAL PRIMING
COMFORT PKG, ENCLOSED CAB, HVAC		585-9836	INTEGRATED RADIO
SEAT, SUSPENSION, VINYL		585-9585	PRODUCT LINK, CELLULAR PL243
PACKAGE, TECHNOLOGY (T2)		501-6602	INSTRUCTIONS, ANSI, USA
FAN, COOLING, DEMAND		585-9666	SERIALIZED TECHNICAL MEDIA KIT
QUICK COUPLER, HYD, SELF LEVEL		586-0291	HEATER, ENGINE COOLANT, 120V
IDLER WHEELS, DUAL / SINGLE		542-3003	SHIPPING/STORAGE PROTECTION
RIDE CONTROL, NONE		592-6357	PACK, DOMESTIC TRUCK
DOOR, CAB, GLASS		593-7243	BKSSLGP74S - XGN03569
REAR LIGHTS		579-2312	
COLD STARTING PACKAGE (120V)		552-2074	
TRADE-IN EQUIPMENT		SELL PRICE \$69,579.61	
MODEL:	YEAR:	SN.:	NET BALANCE DUE \$69,579.61
PAYOUT TO:	AMOUNT:	PAID BY:	PLUS APPLICABLE TAXES CALCULATED AT DELIVERY \$69,579.61
MODEL:	YEAR:	SN.:	ACH Information:
PAYOUT TO:	AMOUNT:	PAID BY:	Bank = Wells Fargo NA
MODEL:	YEAR:	SN.:	ABA number 121000248
PAYOUT TO:	AMOUNT:	PAID BY:	Account number 4121956387
MODEL:	YEAR:	SN.:	Email remittance advice to ACHPMTS@foleyeq.com
PAYOUT TO:	AMOUNT:	PAID BY:	Customer responsible for all applicable taxes at the time of delivery.
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY		INITIAL <u>X</u>	☐ USED EQUIPMENT WARRANTY
The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold as is where is and no warranty is offered or implied except as specified here:	
Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier		Warranty applicable:	
CSA:			
NOTES:			

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company

ORDER RECEIVED BY

Bender, Jeff

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF ABILENE

PURCHASER

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE



Steven Korth <steven.korth@equipmentsshare.com>

City of Abilene

1 message

Steven Korth <steven.korth@equipmentsshare.com>
To: Steven Korth <steven.korth@equipmentsshare.com>

Thu, May 15, 2025 at 12:22 PM

City of Abilene
Public Works Department
419 Broadway
Abilene, Kansas 67410
C/O Joe Hawk

We are pleased to bid one new Case TV370B compact track loader that
Meets and Exceeds all specifications with exception of reversing fan:

- * 74 HP
- * AM/FM Bluetooth Radio
- * Cab with Heat/AC/Defrost
- * Control Pattern Selector
- * LED Lights Front, Side, Rear
- * Back up Camera
- * Hydraulic Bucket Coupler
- * 78" Smooth Bucket
- * 78" Bolt-on Cutting Edge
- * 17.7" Track
- * Two Speed
- * High Flow Aux. Hydraulics
- * Bobcat Pin Connector
- * Ride Control
- * Suspension Air Seat
- * Glow Plugs
- * Float
- * Block Heater
- * E H Cab Display
- * Pressurized Cab

** 45-60 day delivery

Municipal Price **\$76,964.00**
FOB Abilene

Thank You,
Steve Korth
VLP/ES

A handwritten signature in black ink, appearing to read "Steve Korth", written over the typed name.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Kelsey Briand
Interim 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: Tuesday, May 27, 2025

Session: Study Session

Topic: Street Sweeper

Department: Public Works

Staff Contact: Brad Anderson and Joe Hawk

Background:

The current Global Street Sweeper was purchased through Sourcewell in 2018 and has 5,021 hours. It was initially slated to be replaced in 2024.

The sweeper has been down frequently in the past year due to numerous issues, and we are currently waiting on parts to make repairs.

The old unit will be sold as surplus.

Recommendation:

Lease to purchase a new Global M3 Sweeper through Sourcewell with financing through First Bank.

Fiscal Note:

\$67,225.00 per year for five years

Funding Source:

Equipment Reserve Fund
020-000-530399

QUOTATION: M3 MECHANICAL SWEEPER

DATE: 5/6/2025

CUSTOMER: Abilene, KS

Terms: 30 Days Net

DEALER: Berry Tractor

FREIGHT: Abilene, KS

QUOTE NO.: Sourcewell Contract#: 093021-GEP

UAO#

GLOBAL M3 STANDARD EQUIPMENT

High Visibility Cab (Glass Entry Door included)	5.6 cu yd Hopper (Volumetric)
69 dBA In-Cab Noise Level	Hopper Dump Alarm
Dust & Weather Sealed Cab	47" dia Gutter Brooms
Multi-Adjustable Suspension Seat	In-Cab Gutter Broom Pressure Adjustment
Tilt & Telescoping Steering Wheel	Tuf-Grip Disposable Gutter Broom Segments
Tinted Safety Windows & Windshield	32" x 56.5" Tube Type Pickup Broom
Left & Right Dual West Coast Mirrors	58" Wide Squeegee Type Elevator
Windshield Wiper/Washer	Cab Controlled Elevator Leafgate System
Ergonomic Go Pedal	LED Gutter Broom Spotlights
Coolant Temp, Oil Pressure & Voltmeter Gauges	Sealed Beam Headlights
Coolant, Eng Oil Pressure & Low Hyd Oil Warning Lights	Stop/Tail Lights, Clearance Lights
Speedometer, Tachometer & Hourmeter	Two 18 gal Hydraulic Oil Tanks
Fuel Level Gauge	Hydraulic Manifolds in LH Fender
220 gal Polyethylene Water Tank	12.5' Turning Radius with Front Suspension
15' Hydrant Hose with Coupling & Wrench	120 amp Heavy-Duty Alternator
Gutter Broom Water Spray Jets	All Sheet Metal Surfaces Primer Powder Coated
Pickup Broom Water Spray Jets	Sheet Metal Surfaces Powder Coated
Low Water Level Light in Cab	Fender Mounted Tool Box
Front Spray Bar	Isolated Elevator System (Elevator Suspension)
Buddy Seat	Front & Rear Tie Downs with Tow Hooks
Dual Front Tires with Front Suspension	1 Sweeper Service Manual in English
Electrical Systems Locker	1 Sweeper Parts Manual in English
Engine Grid Heater	1 Sweeper Operator Manual in English
Manual Safety Props	Ergo Switch Standard
PM10 High Quality PUB (Pick Up Broom)	Rear View Camera Standard

QTY	DESCRIPTION	CONTRACT PRICE	Comments
1	GLOBAL M3 SWEEPER, Cummins Tier 4 Final, 130 HP QSF 3.8L, High Dump, Hydrostatic Drive, Dual Gutter Broom, A/C, Standard ERGO Sweeping Controls, In - Cab Leaf Gate...	\$256,476.00	Selected

1	NPN	Shipping to Dealer Destination (Abilene, KS)	\$6,700.00	Selected
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*** Powder Coated Paint - White W/ Gray Frame ***

AVAILABLE OPTIONS:

QTY	PT NO.	DESCRIPTION	Contract Price	Comments
	K323148	Elevator Flusher	\$1,186.00	-
1	K323150	Elevator & Hopper Flusher	\$1,333.00	Selected
1	K323466	Elevator Ass'y 2-pc bottom 11 squeegee	\$3,543.00	Selected
1	K323753	GB Speed Control	\$1,414.00	Selected
	K247011	Dual GB Tilt	\$5,700.00	-
	K247013	GB Tilt, Left Single	\$2,714.00	-
1	K247012	GB Tilt, Right Single	\$2,714.00	Selected
1	K247077	Hopper Access Door (Left and Right)	\$3,348.00	Selected
	K310154	Hopper Coating	\$5,688.00	-
	K323495-SS	Stainless Steel Hopper	\$14,626.00	-

Delivery: 30 days after receipt of order

SIGNATURE:

DATE:

Freight - Abilene, KS All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

QUOTATION: M3 MECHANICAL SWEEPER

DATE: 5/6/2025

CUSTOMER: Abilene, KS

Terms: 30 Days Net

DEALER: Berry Tractor

FREIGHT: FOB Abilene, KS

QUOTE NO.: Sourcewell Contract#: 093021-GEP

UAO#

AVAILABLE OPTIONS (continued):

QTY	PT NO.	DESCRIPTION	Contract Price	Comments
1	M3JHE2FS	Comfort Glide Rear Suspension	\$8,109.00	Selected
1	M3JHE3	Heave Sweep Option	\$4,027.00	Selected
1	K325256	AM/FM Radio w/ CD	\$585.00	Selected
1	K901325	Aux Power Plug Adaptor Port	\$355.00	Selected
1	K318806	Seat, High Back, Air	\$1,203.00	Selected
1	K247172	Heated & Remote Controlled Mirrors with Heavy Duty Brackets	\$1,951.00	Selected
1	K324458	L.E.D. Stop/Tail/Clearance/Marker Lights	\$975.00	Selected
	K325221	Arrowstick (LED)	\$1,951.00	-
1	K325514	Limb Guard (Cab Beacon/Strobe)	\$309.00	Selected
	K302224	Fire Extinguisher	\$324.00	-
	K324815	Daytime Running Lights	\$243.00	-
	FBO11122	Additional Front Broom - Joystick Controlled	\$34,403.00	-
1	NPN	Hopper Raise/Lower - Rear Fender Upgrade	\$298.00	Selected
	328100	Automatic Safety Props	\$4,310.00	-
1	247724	High Speed Hopper Lift/Dump	\$2,237.00	Selected
	302193	GB Plate - Bolt On	\$335.00	-
	329557	PUB - Strip Broom 18 Piece	\$582.00	-
1	326844	Cab Strobe (LED)	\$582.00	Selected
1	247632	Rear Flashing (LED) Strobes (mounted in hyd. Towers)(Qty. 2)	\$582.00	Selected
	324158	Front Flood Lights Dual (LED)	\$507.00	-
	316607	Rear Flood Lights Dual (LED)	\$507.00	-
	248537	Autolube - Full System M3	\$7,084.00	-
1	329822	Remote Grease Block - 9 positions	\$1,790.00	Selected
1	316609	In-Cab Water Tank Gauge	\$523.00	Selected
1	326517	Battery Master Shutoff	\$314.00	Selected
	322420	Microtrap (PM-10 Option)	\$1,790.00	-
	311700	Dual Spring PUB Suspension	\$440.00	-
	NPN	Additional Camera for Leaf Gate System	\$1,120.00	-
1	324677	Reverse Sweep/Lift Option	\$895.00	Selected
1	326566	Additional Rear Dock Bumpers	\$373.00	Selected
1	320886	Extended Dock Bumpers (Qty. 2)	\$52.00	Selected
	329514	Spare Wheel/Tire - Front M3	\$1,477.00	-
	329515	Spare Wheel/Tire - Rear M3	\$1,790.00	-
	319802/3	GB Hour Meter - Dual (Qty. 2)	\$261.00	-
	319773	PUB Hour Meter	\$261.00	-
	324818	Hopper Emergency Lift w/Pump	\$1,342.00	-
	329125	Hopper Vibrator	\$1,342.00	-
	329516	Complete Set of Filters M3	\$746.00	-
1	323410	Precleaner, Centri Model EX-40	\$418.00	Selected
1	NPN	Low Hydraulic Oil Shutdown	\$620.00	Selected
1	NPN	HID LED Headlight Upgrade	\$657.00	Selected
1	NPN	Hopper Load Leveling Device	\$4,354.00	Selected
	326507	Door and Ignition Keyed Alike	\$270.00	-
	306835	Extra Set of Ignition/Door Keys (2)	\$142.00	-
1	341083	Elevator Stall Alarm	\$780.00	Selected
	375069-5.8	5 Year/8000 Hour Cummins Warranty	\$3,880.00	-
	382965	Cummins Technical Manual	\$360.00	-
	382957	Cummins Parts-Manual-Engine	\$220.00	-
	NPN	Leaf Pusher M3	\$5,990.00	-
	303305	Paint - Special Powder Blends	\$2,162.16	-

TOTAL UNIT PRICE: (Including Options)**\$307,517.00****WARRANTY: Sweeper: 1 Year/1500 Hours P&L
Engine - CUMMINS: 2 Years/2000 Hours****Delivery: 30 days after receipt of order**

SIGNATURE:

DATE:

Freight - Abilene, KS All prices are valid for 30 days.

Payment is strictly 30 days net. Late payment penalty 1% per month or part thereof.

5405 Industrial Parkway
San Bernardino, CA 92407
Tel : 1 (909) 713-1600
Fax : 1 (909) 713-1613

www.globalsweeper.com



City of Abilene

Equipment	Term	Lender	Payment		Residual
			*Does not include sales tax		
Global M3 Sweeper	5 year	NCL Gov't Capital	\$ 70,374.26	\$1	
		First Bank	\$ 67,225.00		

*All quotes pending formal credit review, approval and subject to market conditions. Quotes are valid for 30 days.
Prepared 5/9/2025



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: Tuesday, May 27, 2025

Session: Study Session

Topic: Amending Section 3-201 of City code

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

This code amendment will amend the term drinking establishment to include a Railway Car.

This will allow Railway Cars to be licensed as drinking establishments in the City of Abilene.

The state statute regarding drinking establishments already includes Railway Cars, so the change aligns the city of Abilene with the state statutes.

Recommendation:

Approve Ordinance No. 25-3460, AN ORDINANCE AMENDING SECTION 3-201 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING DEFINITIONS APPLICABLE TO REGULATING ALCOHOLIC LIQUOR IN THE CITY OF ABILENE, KANSAS.

Fiscal Note:

None

Funding Source:

ORDINANCE NO. 25-3460

AN ORDINANCE AMENDING SECTION 3-201 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING DEFINITIONS APPLICABLE TO REGULATING ALCOHOLIC LIQUOR IN THE CITY OF ABILENE, KANSAS.

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

SECTION ONE. Section 3-201 of the City Code of the City of Abilene, Kansas, be amended to read as follows:

3-201 Definitions.

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

- (a) *Alcoholic Liquor* means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.
- (b) *Alcoholic Liquor Distributor* means a distributing place of business operated in the city by the same licensee and wholesaling and jobbing alcoholic liquors, except beer.
- (c) *Beer Distributor* means a wholesale distributing place of business operated in the city by the same licensee and wholesaling or jobbing beer, containing more than three and two-tenths per cent (3.2%) of alcohol by weight.
- (d) *Caterer* means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such permit.
- (e) *Class "A" Club* means a premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.
- (f) *Class "B" Club* means a premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.
- (g) *Club* means a Class "A" or Class "B" club.
- (h) *Drinking Establishment* means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold. The term "Drinking Establishment" includes a railway car.
- (i) *Railway Car* means a locomotive drawn conveyance used for the transportation and accommodation of human passengers that is confined to a fixed rail route and which derives from sales of food for consumption on the railway car not less than

30% of its gross receipts from all sales of food and beverages in a 12-month period.

- (j) *Retailers of Alcoholic Liquor* means a place of business selling, for consumption off the premises (in original packages) alcoholic liquors and beer containing more than three and two-tenths per cent (3.2%) of alcohol by weight.
- (k) *Temporary Permit* means a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.

SECTION TWO. Existing Section 3-201 is hereby repealed.

SECTION THREE. This ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper by the following summary:

Ordinance No. 25-3460 Summary

On June 9, 2025, the City Commission passed Ordinance No. 25-3460. The ordinance amends Section 3-201 of the City Code of the City of Abilene, Kansas, concerning definitions applicable to the regulation of alcoholic liquor in the City of Abilene, Kansas, by specifying that the term “drinking establishment” includes a railway car. 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 9th day of June, 2025.

CITY OF ABILENE, KANSAS

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 9th day of June, 2025.

Aaron O. Martin, Legal Counsel

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-201 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING DEFINITIONS APPLICABLE TO REGULATING ALCOHOLIC LIQUOR IN THE CITY OF ABILENE, KANSAS.

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

SECTION ONE. Section 3-201 of the City Code of the City of Abilene, Kansas, be amended to read as follows:

3-201 Definitions.

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

- (a) *Alcoholic Liquor* means alcohol, spirits, wine, beer and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.
- (b) *Alcoholic Liquor Distributor* means a distributing place of business operated in the city by the same licensee and wholesaling and jobbing alcoholic liquors, except beer.
- (c) *Beer Distributor* means a wholesale distributing place of business operated in the city by the same licensee and wholesaling or jobbing beer, containing more than three and two-tenths per cent (3.2%) of alcohol by weight.
- (d) *Caterer* means an individual, partnership or corporation which sells alcoholic liquor by the individual drink, and provides services related to the serving thereof, on unlicensed premises which may be open to the public, but does not include a holder of a temporary permit selling alcoholic liquor in accordance with the terms of such permit.
- (e) *Class "A" Club* means a premises which is owned or leased by a corporation, partnership, business trust or association and which is operated thereby as a bona fide nonprofit social, fraternal or war veterans club, as determined by the State of Kansas, for the exclusive use of the corporate stockholders, partners, trust beneficiaries or associates (hereinafter referred to as members), and their families and guests accompanying them.
- (f) *Class "B" Club* means a premises operated for profit by a corporation, partnership or individual, to which members of such club may resort for the consumption of food or alcoholic beverages and for entertainment.
- (g) *Club* means a Class "A" or Class "B" club.
- (h) *Drinking Establishment* means premises which may be open to the general public, where alcoholic liquor by the individual drink is sold. The term "Drinking Establishment" includes a railway car.
- ~~(h)~~(i) *Railway Car* means a locomotive drawn conveyance used for the transportation and accommodation of human passengers that is confined to a fixed rail route and which derives from sales of food for consumption on the railway car

not less than 30% of its gross receipts from all sales of food and beverages in a 12-month period.

~~(j)~~(i) *Retailers of Alcoholic Liquor* means a place of business selling, for consumption off the premises (in original packages) alcoholic liquors and beer containing more than three and two-tenths per cent (3.2%) of alcohol by weight.

~~(j)~~(k) *Temporary Permit* means a permit, issued in accordance with the laws of the State of Kansas, which allows the permit holder to offer for sale, sell and serve alcoholic liquor for consumption on unlicensed premises, open to the public.

SECTION TWO. Existing Section 3-201 is hereby repealed.

SECTION THREE. This ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper by the following summary:

Ordinance No. ____ Summary

On June 9, 2025, the City Commission passed Ordinance No. _____. The ordinance amends Section 3-201 of the City Code of the City of Abilene, Kansas, concerning definitions applicable to the regulation of alcoholic liquor in the City of Abilene, Kansas, by specifying that the term “drinking establishment” includes a railway car. 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 9th day of June, 2025.

CITY OF ABILENE, KANSAS

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 9th day of June, 2025.

Aaron O. Martin, Legal Counsel



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: Tuesday, May 27, 2025

Session: Study Session

Topic: Engineering Agreement for Industrial Park

Department: Public Works

Staff Contact: City Manager/Public Works Director

Background:

Per the City of Abilene's Master Agreement for Professional Services dated December 20, 2024, with Olsson, Inc., the attached agreement is for engineering services for the Industrial Park project. The agreement includes street, water, sanitary sewer and lift station, and construction observation and material testing services. Olsson will also provide a regional detention study that consists of a conceptual design and cost estimate if the city elects to move forward with a detention basin. The cost for the engineering services is \$338,850. This is 10.5% of the anticipated construction costs (\$3,250,000).

Recommendation:

Review the agreement for approval at the June 9, 2025 regular meeting.

Fiscal Note:

Department of Commerce Grant (70%): \$237,195
City of Abilene (30%): \$101,655

Funding Source:

Department of Commerce Grant & GO Bond



MASTER AGREEMENT WORK ORDER

This exhibit dated March 6, 2025 is hereby attached to and made a part of the Master Agreement for Professional Services dated December 20, 2024 between the City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

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

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Industrial Park Ave. extension to the end of lot 4 from 14th Street.

Project Description: Street with rural section, water, sanitary sewer and lift station and construction observation and material testing services.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project: Olsson shall provide this Scope of Services to Client for the Project, broken down into the following stages:

- Phase 100 – Project Management
- Phase 200 – Surveying Services
- Phase 300 – Data Collection & Preliminary Design
- Phase 400 – Final Design & Construction Documents
- Phase 500 – Construction Period Services
- Phase 600 – Regional Detention Study

PHASE 100 – Project Management

Task 001: Project Management. This task includes project management, client reporting, and meetings including time charges for travel (if required). Meetings include attendance by project staff at project related meetings such as Project Team, Kick Off Meeting, Progress Meeting, and/or City Commission.

Project Kick Off Meeting / Site Visit

Olsson shall conduct a Project initiation meeting with stakeholders to refine Project scope, review Project site, identify specific goals, verify survey area, request data required for design, and establish schedule for completion.

Service Area Memo - Review Meeting

Olsson shall attend one (1) in-person memo review meeting for the Service Area Draft Memo in Abilene, KS. Olsson shall prepare and distribute meeting minutes.

Progress Meetings

Olsson shall conduct virtual monthly progress meetings with Client to review current Project status, outstanding data requests, and schedule updates. Olsson shall prepare and distribute meeting minutes. A total of six (6) meetings are anticipated.

Design Memo Review Meeting

Olsson shall attend one (1) in-person design memo review meeting for the water / sewer design memos in Abilene, KS. Olsson shall prepare and distribute meeting minutes.

Final Design Review Meeting

Olsson shall attend one (1) in-person final design review meeting in Abilene, KS. Olsson shall prepare and distribute meeting minutes.

PHASE 200 – SURVEYING SERVICES

Task 001: Topographic Design Survey. A field survey will be conducted to determine the location of existing topographic features within the survey limits as indicated in the attached Survey Area Image. This will include, but not be limited to existing driveways, trees, fences, utility poles and guy lines, observable above ground and flagged buried utilities. This shall also include gathering sufficient vertical data to generate contours at one-foot intervals. The survey will consist of the following:

Establish a Horizontal Control Network

Olsson will locate the section line and existing property corners to define boundary information for the existing right of way and easements. Additional control points will be established for use during the preliminary survey, design and construction phases of this project.

Establish a Vertical Control Network

Vertical benchmarks will be established in the vicinity of the project for use during the preliminary survey, design and construction phases of this project.

Utility Locations

The location of the existing utilities will be determined by surveying the visible features and the location of buried utilities as flagged by the utility owners. Record information will be gathered from the utility owners, including the City of Abilene.

Easements

Certificate of Title search will be conducted for each property that may be impacted by the construction that may need an easement. It is assumed that this project will NOT need additional right of way.

PHASE 300 – DATA COLLECTION & PRELIMINARY DESIGN

Task 001: Geotechnical Services.

Drilling Services

1. Field Exploration

- a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - One (1) soil test boring to a depth of 35 feet,
 - Five (5) soil test borings to a depth of 30 feet each, and
 - One (1) bulk sample.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 155 linear feet.

- b. Soils will be obtained via thin-walled tubes and split-spoon samplers.
- c. We will obtain subsurface water levels in the test borings at the time of drilling, upon completion of the drilling operations, and 24 hours upon completion of drilling operations.
- d. After obtaining subsurface water level readings, we will backfill the borings with the drilling spoils.

2. Field Exploration General Notes and Assumptions

- a. Olsson will contact Kansas 811 to issue utility locate tickets in areas where drilling services are to be performed. The Kansas 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.
- b. Each boring location must be readily accessible by conventional truck-mounted drilling rig.
- c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, Atterberg limit tests, percent passing No. 200 Sieve wash tests, grain size distribution (mechanical sieve analysis and hydrometer), Standard Proctor tests, one-dimensional consolidation tests, corrosivity testing (resistivity, pH, redox potential, sulfate, chloride), crumb and pinhole dispersion testing.

Geotechnical Engineering Services

1. Engineering Analysis and Report Preparation

Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- a. Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations supporting the lift station. Remedial measures, such as over-excavation, surcharge, or ground improvement, will also be addressed,

- if needed.
- b. Lift thickness, moisture control, and compaction criteria for backfill and structural fill.
- c. Anticipated subsurface water concerns, along with recommendations for addressing these concerns during construction, if required.
- d. Shrink/swell characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
- e. Lateral earth pressure values for restrained and/or unrestrained foundation walls, including passive pressures and sliding friction values to resist sliding.
- f. Pipe bedding recommendations for the proposed sanitary sewer main in accordance with the City of Abilene, Kansas.
- g. Subgrade stabilization criteria for installation of sanitary sewer main, if needed.

We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

Task 002: Sewer Service Area Memo.

Drainage Area Map

Based on the available data, Olsson will develop drainage area maps for the study area. This will include areas to the north of Interstate 70 and east of Fair Road and west of Van Buren

Lift Station Location Options

Olsson will develop up to 3 lift station locations options. These locations will include the anticipated service area.

Conceptual Collection System Routing / Cover

Olsson will prepare the conceptual collection system routing for the lift station options. Olsson to show anticipated pipe depth / cover at key locations.

Conceptual Cost Estimates

Olsson will prepare a Conceptual Opinion of Probable Cost (COPC) of the different location options for the lift station.

Draft Memo

Olsson shall prepare a draft memorandum (memo) that outlines the work completed and recommendations for the new lift station location / service area. Olsson shall submit a draft memo to the Client for review.

Final Memo

Based on the comments received and discussion at the review meeting, Olsson will deliver a final Sewer Service Area Memo.

PHASE 400 – FINAL DESIGN & CONSTRUCTION DOCUMENTS

Task 001: Utility Coordination. Preliminary plans will be provided for all utilities for review and input and to identify critical conflicts and locations that may require pot holing/ field verification of existing conditions. A utility coordination meeting will be conducted to receive comments and questions concerning the project. Utility company comments and questions will be addressed as they may be applicable to the project.

A second meeting with utilities will be conducted once final plans are complete. Utilities will be given a project schedule and provide a relocation plan to the city for review at this time.

No utility relocation design services are included in this scope. Potholing and private utility locating services are not included in this scope.

Task 002: Roadway Plans. Olsson will develop final plans for bidding including the following:

Hydrology and Hydraulic

Determine the layout of the storm sewer system along Industrial Park Ave. and 14th Street and how the storm sewer pipes may work in the area. It is assumed that the proposed storm system will remain in the existing right of way and will convey the water. If determined that underground storm water cannot be conveyed in pipes the storm water conveyance will be a rural section with ditches.

- Prepare drainage area map
- Prepare pavement spread calculations
- Perform inlet, storm sewer, culvert design calculations
- Hydraulic grade calculations

Final Plan Contents

- Cover Sheet
- Typical Sections
- Plan and Profile
- Driveways and Entrances
- Storm Sewer Plan & Profile
- Culvert Plan
- Drainage Map
- Construction Phasing and Traffic Control plan
- Pavement Marking Plan
- Seeding along the roadway
- Erosion Control Plan
- Cross sections
 - Every 50'
 - Locations of special interest (i.e. culverts, entrances, etc.)

Task 003: Water / Sewer Plans. Based on the direction provided in the Sewer Service area Memo, Olsson will develop plans for the new Gravity Line, Lift Station and Force Main. The current scope and fee are based on a new lift located in the Southwest corner of the new lots in the Industrial Track. The proposed project includes

approximately 1450 LF of water main, 1450 LF of sewer line, 1 lift station with emergency generator and approximately 100 LF of force main.

Water Line Design Memo

Olsson shall prepare a design memorandum (memo) that outlines the proposed water mains including the proposed main size and approximate length, design criteria, including material selection and other governing design standards.

Olsson shall submit a draft design memo to the Client for review and conduct one review meeting to discuss Client's questions and comments. Olsson shall create a final design memo that incorporates Client's comments. Olsson shall submit final design memo to Client and Kansas Department of Health and Environment (KDHE) with the plans to satisfy KDHE's construction permit requirements for an engineering report.

Water Line Design

Olsson shall prepare construction documents and details to provide appropriate instruction and information for public bidding and construction of improvements. Interim design submittals to Client will be provided at approximately 30 percent design completion (with Design Memo) and 90 percent design completion. Olsson anticipates two (2) realignments during design. Olsson anticipates Project construction documents shall consist of the following sheets for use as a Design-Bid-Build delivery:

- Cover Sheet
- Plan and profile sheets
- Construction details
- Technical Specifications

Sewer Improvements Design Memo

Olsson shall prepare a design memorandum (memo) that outlines the proposed sewer improvements including the proposed collection system main size and approximate length, Duplex Submersible Lift station, Force main size and approximate length, design criteria, including material selection and other governing design standards. Lift station to include an emergency generator.

Olsson shall submit a draft design memo to the Client for review and conduct one review meeting to discuss Client's questions and comments. Olsson shall create a final design memo that incorporates Client's comments. Olsson shall submit final design memo to Client and Kansas Department of Health and Environment (KDHE) with the plans to satisfy KDHE's construction permit requirements for an engineering report.

Sewer Improvements Design

Olsson shall prepare construction documents and details to provide appropriate instruction and information for public bidding and construction of improvements. Interim design submittals to Client will be provided at approximately 30 percent design completion (with Design Memo) and 90 percent design completion. Olsson anticipates two (2) realignments during design. Olsson anticipates Project construction documents shall consist of the following sheets for use as a Design-Bid-Build delivery:

- Cover Sheet
- Collection System and Force Main Plan and profile sheets
- Lift Station Plans / Sections
- Construction details
- Technical Specifications

Quality Control

Olsson will conduct internal quality reviews at the 30 and 90 percent design stages.

Cost Estimates

Olsson will prepare an Opinion of Probable Cost (OPC) of the project construction work.

Regulatory Submittal

Olsson will prepare a construction permit application for KDHE for review. Any review fees will be the responsibility of the Owner.

Respond to Regulatory Comments

Olsson to respond to comments received from KDHE and make associated updates to the final plans and specifications.

Task 004: Lighting. A street lighting plan will be developed with the power utility (Evergy). It is anticipated Evergy will install new lights and Olsson will work with Evergy for buried conduits to each light shown on the street plans.

Task 005: Public Notices & Neighborhood Meeting. A public/neighborhood meeting will be held after preliminary plans are complete to inform the public of the project and gather information. This meeting will be held close to the project site. Olsson will show the preliminary drawings of the improvements planned and illustrate how they may affect adjacent properties.

Task 006: Permitting. Olsson will complete a Notice of Intent with associated documentation to Kansas Department of Health and Environment (KDHE) for discharge of stormwater from construction activities that disturb areas greater than 1 acre. This will include development of a Storm Water Pollution Prevention Plan (SWPPP) that the contractor will use in inspecting runoff and best management practices during construction.

Task 007: Specifications. Project specifications will be prepared utilizing general conditions and standard specifications. Supplemental specifications and technical specifications prepared by consultant will be incorporated into the standard specifications when required to provide further detail or to provide for items not currently covered by City standards. Coordinate incorporation of specifications from other disciplines into the Project specifications.

Task 008: Bidding Phase Services.

Invitation for Bids

Prepare an Engineers Opinion of Probable Cost prior to the invitation of bids. Identify potential contractors and distribute copies of Invitation to Bid for the

Contract. Maintain a record of prospective bidders to whom drawings or specifications have been issued.

Distribute Plans and Specifications

Prepare and distribute five sets of construction contract drawings and specifications for the project to the City. Plan sets will be distributed to plan service agencies for use during bidding. Prepare and distribute construction contract documents to potential bidders. (Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued).

Answer Questions / Prepare Addendum(s) and Distribute

Interpret construction contract drawings/specifications and provide responses to questions from bidders requiring clarification during bidding periods. Prepare and issue addenda to the construction contract documents when required.

Recommendation of Award

Evaluate bids and make written recommendations to the City concerning contract award to the lowest responsive bidder.

PHASE 500 – CONSTRUCTION PERIOD SERVICES

Task 001: Construction Administration. Olsson will assist the City through the following services:

- Prepare answers to RFI's, issue addendums and address contractor questions during construction.
- Visit the site during bi-weekly construction progress meetings.
- Review of Pay Estimates/Applications

Task 002: Construction Period Services and Material Testing. Construction materials testing services have been requested for waterline, sanitary sewer, stormwater and lift station installation and concrete inspections and testing. We propose to provide our special inspections and construction testing services in the following manner:

Project Management and Reporting

1. Olsson's field professionals will prepare electronic field reports summarizing each day's field observations presenting test results and detailing items not in compliance with the project drawings and/or specifications.
2. Field reports will be reviewed by our project manager and submitted electronically to the designated project team on a weekly basis. Olsson is not responsible for the Contractors means and methods and does not have the obligation or authority to stop the Contractor's work.

Olsson's responsibility as the special inspection firm is to report field observations and test results to the Contractor and Client as provided herein.

On Site Field Inspection

Olsson will furnish a combination of full-time and part-time Construction

Inspection services during the active phases of the project. Olsson's on-site representative will perform inspection in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the Contract Documents. All discrepancies will be reported to the Design Engineer, City Project Manager, and the Contractor.

Project Documentation – The Consultant's Observer shall prepare and keep detailed notes, computation and measurements, records of quantities of pay items used in the work, and the tests, certifications, or basis of acceptance of these materials and a record of the Contractor's operations.

- A. Structural Fill (Grading, and Utility Backfill) – Olsson will observe the exposed subgrade within the construction limits of the areas to verify that unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to placement of the pavement. A proof-roll will be performed when accessible. Olsson will obtain samples of materials proposed for use as structural fill and backfill for laboratory testing. Laboratory tests, including standard Proctors, will be performed to evaluate the physical properties of the proposed fill and backfill materials. Olsson will observe field placement methods and perform field density tests on structural fill placed within the footprint of the area. We have assumed a maximum of 2 Proctors will be required for testing of soil and aggregates to be used as structural fill and backfill per site.
- B. Concrete Testing: Olsson will observe placement of reinforcing steel in the pavement concrete area. Field tests including slump, air entrainment and temperature will be performed on samples of concrete obtained from these areas. Cylinders will be cast from the concrete used in construction of the structure for compressive strength testing at a rate of one set of 5 cylinders for every 100 yards of concrete placed per day. The following have been assumed:
Exterior Concrete – 8 sets of 5 cylinders per set.

Assumptions and Clarifications

Special inspections assumes:

- 1. 6-month construction schedule at 900 manhours for a technician, project manager, and administrative staff
- 2. Tests:
 - 2 Atterberg Limits Tests
 - 2 Standard Proctor
 - 40 Compression Tests - Concrete

PHASE 500 – REGIONAL DETENTION STUDY

Olsson will utilize LiDAR elevation information to delineate drainage areas for the study area. Potential locations for a regional detention basin will be determined by considering the following factors:

- Existing channel depth
- Dam locations

- Potential shelf grading
- Future development

Olsson will conceptually design a detention basin to account for development in the industrial park, accounting for development for all of the lots in a single basin. The basin will be designed to match flowrates from existing conditions, meeting the city's drainage criteria. A conceptual cost estimate will be generated along with the conceptual design exhibit. **Full design and construction documents are excluded and will be handled by future contract if the City moves forward with the detention basin design.**

PROJECT ASSUMPTIONS

This project is envisioned, with a scope and fee prepared based on the design of the entire project. New Street Signs will be provided by the City of Abilene. Locations will be shown on the plans.

PROJECT EXCLUSIONS

The following Items are not included in the above scope but can be requested as additional services that Olsson can provide:

- Construction Staking
- Pot holing of existing utilities
- KDOT Permitting/Coordination
- QA/QC for Construction
- Landscaping & Irrigation
- Environmental Studies
- Water Modeling of the existing / proposed water distribution system.
- Capacity analysis / Modeling of the existing collection downstream of the proposed lift station discharge.
- Off Site Storm Sewer
- Right of Way Acquisition

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: April 2025

Anticipated Bid Date: November 2025

Anticipated Completion Date: August 2026

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Three Hundred Thirty Eight Thousand Eight Hundred Fifty dollars (\$338,850.00). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be Ron Marsh.

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, via email to Mark Bachamp at mbachamp@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Jared E. Loomis By Brad Sonner
Jared Loomis, PE Brad Sonner, PLA, LEED AP

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

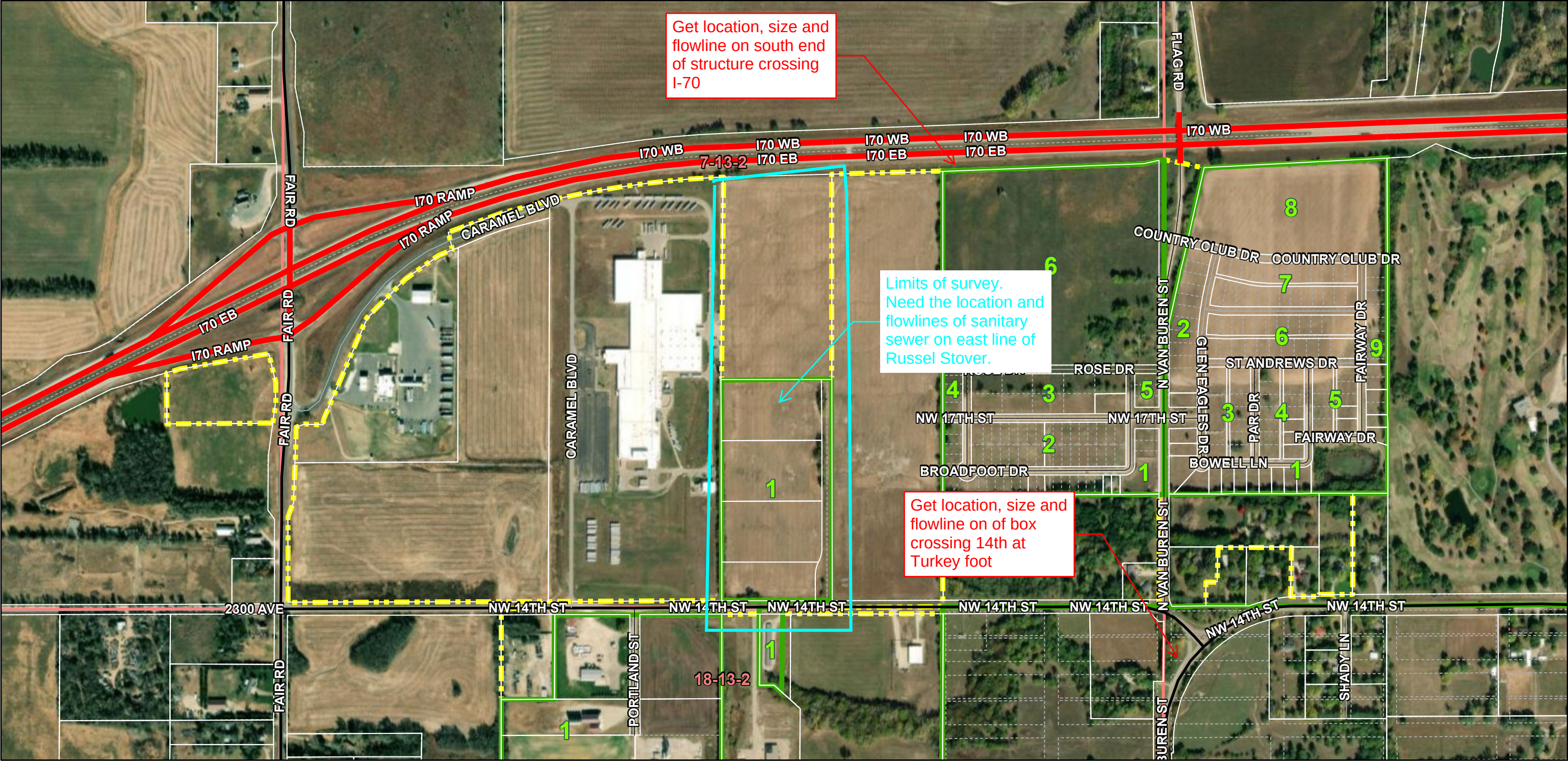
Print Name _____

Title _____

Dated: _____

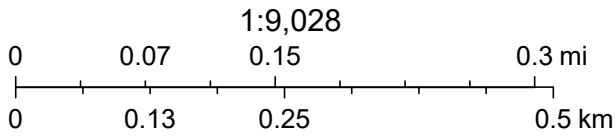
Attachments
Survey Area Image

Parcel Search - Reference Map



2/12/2025, 8:52:43 AM

- Road Lines
- Asphalt, Concrete, Composite or Bituminous surface,KDOT
 - Asphalt, Concrete, Composite or Bituminous surface,TOWNSHIP; Asphalt, Concrete, Composite or Bituminous surface,OTCO; Asphalt, Concrete, Composite or Bituminous surface,DKCO
 - Asphalt, Concrete, Composite or Bituminous surface,CITY
 - Other
- Parcel Boundaries
- Subdivision Boundaries
 - City Limits
 - Sections
 - Cadastral Lines
 - Other



Maxar

Attachment A

CITY OF ABILENE, KANSAS

General Obligation Temporary Notes

Series 2025

DRAFT CALENDAR OF EVENTS

DATE	EVENT
June 9, 2025	City Commission Meeting Discuss Financial Analysis with Commission City Commission adopts Authorizing Sale Resolution for the issuance of General Obligation Temporary Notes
June 10, 2025	Distribute first draft of Preliminary Official Statement Distribute Packet to Rating Agency
June 23, 2025	Conference Call with Rating Agency
June 30, 2025	Receive Rating
July 1, 2025	Print and Distribute the Preliminary Official Statement
July 7, 2025	Distribute first draft of Note Resolution and Legal Documents
July 14, 2025	Sale (10 a.m.) Prepare Final Debt Service Schedule City Commission Meeting (4:00 p.m.) Present results to the City Commission City Commission adopts Note Resolution
July 15 – August 6, 2025	Print the Final Official Statement Prepare Closing Memorandum, Apply for DTC Eligibility, and Submit Transcript to Attorney General.
August 7, 2025	Closing of Temp Note Issue
Thereafter	Attend to any post-closing matters.

SOURCES AND USES OF FUNDS

City of Abilene, Kansas
General Obligation Temporary Notes
Series 2025
-Preliminary-

Dated Date 08/07/2025
Delivery Date 08/07/2025

Sources:	Industrial Park	KDOT	Recreational Improvements	Total
Bond Proceeds:				
Par Amount	3,895,000.00	2,275,000.00	4,790,000.00	10,960,000.00
Premium	73,303.90	42,815.50	90,147.80	206,267.20
	3,968,303.90	2,317,815.50	4,880,147.80	11,166,267.20
Uses:	Industrial Park	KDOT	Recreational Improvements	Total
Project Fund Deposits:				
Project Fund	3,250,000.00	1,900,000.00	4,000,000.00	9,150,000.00
Other Fund Deposits:				
Capitalized Interest Fund	597,233.33	348,833.33	734,466.67	1,680,533.33
Cost of Issuance:				
Bond Counsel	17,769.16	10,378.65	21,852.19	50,000.00
Financial Advisor	15,992.24	9,340.78	19,666.98	45,000.00
Rating Fee	5,170.83	3,020.19	6,358.98	14,550.00
Paying Agent	266.54	155.68	327.78	750.00
Official Statement Prep	2,665.37	1,556.80	3,277.83	7,500.00
Compliance Services Fee	1,776.92	1,037.86	2,185.22	5,000.00
CUSIP Fee	88.85	51.89	109.26	250.00
Kansas State Treasurer Setup	106.61	62.27	131.12	300.00
Ag Transcript Approval	177.69	103.79	218.52	500.00
Bond Certificate Printing	88.85	51.89	109.26	250.00
Registration Fee	10.66	6.23	13.11	30.00
Miscellaneous	1,776.92	1,037.86	2,185.22	5,000.00
	45,890.64	26,803.89	56,435.47	129,130.00
Underwriter's Discount:				
Underwriter's Discount	73,303.90	42,815.50	90,147.80	206,267.20
Other Uses of Funds:				
Additional Proceeds	1,876.03	-637.22	-902.14	336.67
	3,968,303.90	2,317,815.50	4,880,147.80	11,166,267.20

NET DEBT SERVICE

City of Abilene, Kansas
 General Obligation Temporary Notes
 Series 2025
 -Preliminary-

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2026		310,533.33	310,533.33	-310,533.33		
09/01/2026		274,000.00	274,000.00	-274,000.00		
03/01/2027		274,000.00	274,000.00	-274,000.00		
09/01/2027		274,000.00	274,000.00	-274,000.00		
03/01/2028		274,000.00	274,000.00	-274,000.00		
09/01/2028		274,000.00	274,000.00	-274,000.00		
03/01/2029	10,960,000	274,000.00	11,234,000.00		11,234,000	11,234,000
	10,960,000	1,954,533.33	12,914,533.33	-1,680,533.33	11,234,000	11,234,000

BOND SUMMARY STATISTICS

City of Abilene, Kansas
General Obligation Temporary Notes
Series 2025
-Preliminary-

Dated Date	08/07/2025
Delivery Date	08/07/2025
Last Maturity	03/01/2029
Arbitrage Yield	3.749584%
True Interest Cost (TIC)	4.998589%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.365829%
Average Coupon	5.000000%
Average Life (years)	3.567
Weighted Average Maturity (years)	3.567
Duration of Issue (years)	3.312
Par Amount	10,960,000.00
Bond Proceeds	11,166,267.20
Total Interest	1,954,533.33
Net Interest	1,954,533.33
Total Debt Service	12,914,533.33
Maximum Annual Debt Service	11,508,000.00
Average Annual Debt Service	3,620,897.20
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	18.820000
Total Underwriter's Discount	18.820000
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
	10,960,000.00	101.882	5.000%	3.567	1,753.60
	10,960,000.00			3.567	1,753.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,960,000.00	10,960,000.00	10,960,000.00
+ Accrued Interest			
+ Premium (Discount)	206,267.20	206,267.20	206,267.20
- Underwriter's Discount	-206,267.20	-206,267.20	
- Cost of Issuance Expense		-129,130.00	
- Other Amounts			
Target Value	10,960,000.00	10,830,870.00	11,166,267.20
Target Date	08/07/2025	08/07/2025	08/07/2025
Yield	4.998589%	5.365829%	3.749584%

BOND PRICING

City of Abilene, Kansas
General Obligation Temporary Notes
Series 2025
-Preliminary-

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
	03/01/2029	10,960,000	5.000%	3.750%	101.882 C	4.423%	03/01/2027	100.000	206,267.20
		10,960,000							206,267.20

Dated Date	08/07/2025	
Delivery Date	08/07/2025	
First Coupon	03/01/2026	
Par Amount	10,960,000.00	
Premium	206,267.20	
Production	11,166,267.20	101.882000%
Underwriter's Discount	-206,267.20	-1.882000%
Purchase Price	10,960,000.00	100.000000%
Accrued Interest		
Net Proceeds	10,960,000.00	

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF ABILENE, KANSAS
HELD ON JUNE 9, 2025**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City, at 4:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF ABILENE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 060925-____.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Abilene, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 060925-__

A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF ABILENE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 28 (the “Act”) of the City of Abilene, Kansas (the “City”), provides that the City Manager, the chief financial officer of the City, or such other person designated by the City Manager, may file with the governing body of the City (the “Governing Body”) a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including public improvements, the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute; and

WHEREAS, upon approval of the Plan by the Governing Body, the City is authorized to issue its general obligation bonds in an amount sufficient to carry out such Plan and associated costs, and by resolution shall specify the amount and purpose of the general obligation bonds to be issued; and

WHEREAS, such a Plan, as may be amended, has been filed with the Governing Body, and the Governing Body desires to authorize the issuance of general obligation bonds to finance all or a portion of such Plan, as set forth below.

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

Section 1. Plan Approval. The Governing Body hereby ratifies and approves the Plan, including the inclusion of the Improvements described below.

Section 2. Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds (the “Bonds”) for the following described project included in the Plan (the “Improvements”):

<u>Description</u>	<u>Amount</u>
KDOT CCLIP 2025-2026 (Buckeye Ave. surface preservation)	\$1,900,000
14 th Street Industrial Park (Street, Sewer, Water, Storm Drain)	3,250,000
Recreation Improvements (Ball Fields)	4,000,000

All or a portion of the costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Commission on June 9, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF ABILENE, KANSAS
HELD ON JUNE 9, 2025**

The City Commission (the "Governing Body") met in regular session at the usual meeting place in the City at 4:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Temporary Notes, Series 2025, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF
ABILENE, KANSAS.**

Commissioner _____ seconded the motion to adopt the Resolution. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the following vote of the Governing Body:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 060925-____.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the Governing Body of the City of Abilene, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. 060925-__

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025, OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene, Kansas (the “Issuer”), has previously authorized certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
KDOT CCLIP 2025-2026 (Buckeye Ave. surface preservation)	060925-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	\$ 1,900,000
14 th Street Industrial Park (Street, Sewer, Water, Storm Drain)	060925-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	3,250,000
Recreation Improvements (Ball Fields)	060925-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	<u>4,000,000</u>
Total:			<u>\$9,150,000</u>

WHEREAS, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer ; and

WHEREAS, none of such general obligation bonds previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Improvements; and

WHEREAS, the City Commission of the Issuer (the “Governing Body”) has selected the firm of Piper Sandler & Co., Leawood, Kansas (the “Financial Advisor”), as municipal advisor for one or more series of temporary notes of the Issuer in order to provide funds to temporarily finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of the temporary notes and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to the temporary notes; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Interim Finance Director and Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of note sale and to authorize the distribution thereof and all other preliminary action necessary to sell the temporary notes.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ABILENE, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer at competitive public sale the Issuer’s General Obligation Temporary Notes, Series 2025 (the “Notes”) as described in the Notice of Note Sale,

which is hereby approved in substantially the form presented to the Governing Body this date (the "Notice of Note Sale"). All proposals for the purchase of the Notes shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Note Sale, at which meeting the Governing Body shall review such bids and award the sale of the Notes or reject all proposals.

Section 2. The Mayor, Interim Finance Director, and Clerk, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Notes (the "Preliminary Official Statement"), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Notes.

Section 3. The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the note sale by distributing copies of the Notice of Note Sale and Preliminary Official Statement to prospective purchasers of the Notes. Proposals for the purchase of the Notes shall be submitted upon the terms and conditions set forth in the Notice of Note Sale, and awarded or rejected in the manner set forth in the Notice of Note Sale.

Section 4. For the purpose of enabling the purchaser of the Notes (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Interim Finance Director are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as **Exhibit A** as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; and (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk, Interim Finance Director, and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Notes.

The transactions described in this Resolution may be conducted, and documents related to the Notes may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the City Commission on June 9, 2025.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

[_____, 2025]

Re: City of Abilene, Kansas, General Obligation Temporary Notes, Series 2025

The undersigned are the duly acting Mayor and Interim Finance Director of the City of Abilene, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchaser (the “Purchaser”) of the above-referenced notes (the “Notes”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Notes.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Notes depending on such matters.

CITY OF ABILENE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Interim Finance Director

NOTICE OF NOTE SALE

\$10,960,000*

CITY OF ABILENE, KANSAS

**GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025**

(GENERAL OBLIGATION TEMPORARY NOTES PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile, email and electronic (as explained below) bids for the purchase of the above-referenced temporary notes (the “Notes”) of the City of Abilene, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Interim Finance Director of the Issuer at the address hereinafter set forth in the case of email and facsimile bids, and via PARITY® in the case of electronic bids, until 10:00 A.M. applicable Central Time (the “Submittal Hour”), on

JULY 14, 2025

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Notes to the successful bidder (the “Successful Bidder”) will be acted upon by the City Commission of the Issuer (the “Governing Body”) at its meeting to be held at 4:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Notes.

Terms of the Notes. The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Notes will be dated August 7, 2025 (the “Dated Date”) and will become due in the following principal installment:

<u>Stated</u>	<u>Principal</u>
<u>Maturity</u>	<u>Amount</u>
03/01/2029	\$10,960,000*

The Notes will bear interest from the Dated Date at rates to be determined when the Notes are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2026 (the “Interest Payment Dates”).

*** Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Notes or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Notes or the schedule of principal payments as described herein. If there is an increase or decrease in the final aggregate principal amount of the Notes or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m., applicable Central Time, on the Sale Date. The actual purchase price for the Notes shall be calculated by applying the

percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Notes, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Notes will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The principal of each Note and the interest thereon will be payable at maturity or earlier redemption to the owners thereof whose names are on the registration books (the “Note Register”) of the Note Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Note will be payable to the Registered Owner of such Note as of the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date (the “Record Date”): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Registered Owner of \$500,000 or more in aggregate principal amount of Notes, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Note Registration. The Notes will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Note Registrar for registration and transfer of the Notes and will also pay for printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, will be the responsibility of the Registered Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Notes. The Notes shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Notes. During the term of the Notes, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Notes to DTC or its nominee as the Registered Owner of the Notes. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Notes to its participants who shall be responsible for transmitting payments to beneficial owners of the Notes in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Notes would adversely affect the interests of the beneficial owners of the Notes, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Notes in the form of fully registered certificates. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only system of registration of the Notes and DTC.

Redemption of Notes Prior to Maturity.

General. Whenever the Issuer is to select Notes for the purpose of redemption, it will, in the case of Notes in denominations greater than the minimum Authorized Denomination, if less than all of the Notes then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Note as though it were a separate Note in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on March 1, 2027, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Notes to be redeemed, if the Issuer shall call any Notes for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Notes to the Note Registrar and the Successful Bidder. In addition, the Issuer shall cause the Note Registrar to give written notice of redemption to the registered owners of said Notes. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Notes to be redeemed, the place of surrender of Notes so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Note be called for redemption and payment as aforesaid, all interest on such Note shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Notes are being issued pursuant to K.S.A. 10-123, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 28, as amended, and a resolution adopted by the Governing Body (the “Note Resolution”) for the purpose of paying the cost of certain public improvements (the “Improvements”). The Notes shall be general obligations of the Issuer payable as to both principal and interest from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Notes as the same become due.

Submission of Bids. Facsimile and email bids must be made on forms which may be procured from the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Temporary Notes, Series 2025.” Facsimile bids should not be preceded by a cover sheet and should be sent only once to **(913) 345-3393**. Email bids should be sent only once to the Financial Advisor at clayton.kelley@psc.com. Confirmation of receipt of facsimile or email bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via PARITY® must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Note Sale. ***Any bid submitted shall include the initial offering prices to the public for the Notes.*** If provisions of this Notice of Note Sale conflict with those of PARITY®, this Notice of Note Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date. The Issuer and Financial Advisor shall not be responsible for failure of the transmission or the receipt of any bid.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Notes bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Notes; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Notes are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid shall be for less than **100%** of the principal amount of the Notes and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the

term of the Notes on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Notes, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

Good Faith Deposit. A good faith deposit is not required to bid on the Notes.

Basis of Award. The award of the Notes will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Notes, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Notes on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Issuer. The Issuer or its Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the governing body of the Issuer will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer’s acceptance of the Successful Bidder’s proposal for the purchase of the Notes in accordance with this Notice of Note Sale shall constitute a note purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) and Rule G-32 of the Municipal Securities Rulemaking Board (“Rule G-32”). The method of acceptance shall be determined solely by the Governing Body.

Ratings. The Issuer has applied to S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC for a rating on the Notes herein offered for sale. Such application and ratings are further described in the Preliminary Official Statement, hereinafter described.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes in accordance with the terms of this Notice. The Financial Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Notes will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for the preparation of the Notes and will deliver the Notes properly prepared, executed and registered without cost on or about **AUGUST 7, 2025** (the “Closing Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the

Notes and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Notes affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Notes shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Note of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Notes and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for the Notes: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Notes for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Notes for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Financial Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Notes pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Notes; and (4) the Issuer anticipates awarding the sale of the Notes to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Notes as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Notes, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Notes.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Notes to the Successful Bidder and the following provisions shall apply to the Notes. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Notes, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of Notes has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for the Notes. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the Notes, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for the Notes. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of the Notes are sold to the public; provided such determination shall be made and the Issuer notified of such prices not

later than three (3) business days prior to the Closing Date. ***Any change in the issue price of any of the Notes after the Submittal Hour will not affect the purchase price for the Notes submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the "IRS") or the Securities and Exchange Commission (the "SEC") or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement, "deemed final" by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Financial Advisor. Upon the sale of the Notes, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder's proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Note Resolution, the Issuer has covenanted to annually provide certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Notes. For further information, reference is made to the caption "CONTINUING DISCLOSURE" in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 20[] is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	\$[]
Tangible Valuation of Motor Vehicles [(20_)]	[]
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	\$[]

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Notes being sold, is \$[].

Legal Opinion. The Notes will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Notes, if the Notes are printed, and will be delivered to the Successful Bidder when the Notes are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Notes being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Notes.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by

electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information. Additional information regarding the Notes may be obtained from the undersigned or from the Financial Advisor at the addresses set forth below:

DATED: June 9, 2025.

CITY OF ABILENE, KANSAS

By: Kelsey Briand, Interim Finance Director

Issuer Address:

City Hall
419 N. Broadway
P.O. Box 519
Abilene, Kansas 67410
Attn: Kelsey Briand, Interim Finance Director
Phone No.: (785) 263-2550
Fax No.: (785) 263-4362
Email: kelsey@abilenecityhall.com

Financial Advisor – Facsimile and Email Bid Delivery Address:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, Kansas 66211
Attn: Clayton Kelley
Phone No.: (913) 345-3377
Fax No.: (913) 345-3393
Email: clayton.kelley@psc.com

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF ABILENE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES

TO: Kelsey Briand, Interim Finance Director
City of Abilene, Kansas

July 14, 2025

For \$10,960,000* principal amount of General Obligation Temporary Notes, Series 2025, of the City of Abilene, Kansas (the "Issuer"), to be dated August 7, 2025, as described in your Notice of Note Sale dated June 9, 2025 (the "Notice"), said Notes to bear interest as follows:

Maturity	Principal	Interest	Initial Offering
<u>March 1</u>	<u>Amount*</u>	<u>Rate</u>	<u>Price</u>
2029	\$10,960,000	_____ %	_____ %

* Subject to change, see the Notice

the undersigned will pay the purchase price for the Notes set forth below, plus accrued interest to the date of delivery.

Principal Amount	\$10,960,000
Plus Premium (if any)	_____
Total Purchase Price	\$ _____
Total interest cost to maturity at the rate(s) specified	\$ _____
Net interest cost.....	\$ _____
True Interest Cost	_____ %

This proposal is subject to all terms and conditions contained in the Notice, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in the Notice. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a note purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (_____) _____

ACCEPTANCE

Pursuant to action duly taken by the Governing Body of the Issuer the above proposal is hereby accepted on July 14, 2025.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Piper Sandler & Co., Fax No. (913) 345-3393, email bids may be sent to Piper Sandler & Co. at clayton.kelley@psc.com, and electronic bids may be submitted via **PARITY®**, at or prior to 10:00 A.M. applicable Central Time, on July 14, 2025. Any bid received after such time will not be accepted or shall be returned to the bidder.

CITY OF ABILENE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025

DISTRIBUTION LIST	
ISSUER CITY OF ABILENE, KANSAS 601 5th Street 419 N. Broadway Avenue Abilene, Kansas 67410 Telephone: (785) 263-2550 Fax: (785) 263-2552 Ron Marsh, City Manager E-mail: ron@abilenecityhall.com Kelsey Briand, Interim Finance Director E-mail: kelsey@abilenecityhall.com Shayla Mohr, Clerk E-mail: shayla@abilenecityhall.com	BOND COUNSEL GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523 Dominic L. Eck, Esq. E-mail: deck@gilmorebell.com Riley D. Babbidge, Legal Practice Assistant E-mail: rbabbidge@gilmorebell.com
ISSUER'S COUNSEL	
FINANCIAL ADVISOR PIPER SANDLER & CO. 11635 Rosewood Street Leawood, Kansas 66211 Telephone: (913) 345-3300 Dustin Avey, Managing Director Telephone: (913) 345-3375 E-mail: dustin.avey@psc.com Clayton Kelley, Senior Vice President Telephone: (913) 345-3377 E-mail: clayton.kelley@psc.com Brett Knorr, Associate Telephone: (913) 345-3372 E-mail: brett.knorr@psc.com Bethany Duckworth, Sr. Pub. Finance Inv. Bkg. Asst. E-mail: bethany.duckworth@psc.com Mitzi Black, Public Finance Assistant E-mail: mitzi.black@psc.com	PAYING AGENT TREASURER OF THE STATE OF KANSAS Landon State Office Building 900 Southwest Jackson, Suite 201 Topeka, Kansas 66612-1235 Telephone: (785) 296-3171 Fax: (785) 296-6976 Shauna Wake, Director of Fiscal Services Telephone: (785) 296-4160 E-mail: bond.newissues@treasurer.ks.gov
	PURCHASER TBD

HEARTLAND HOUSING PARTNERS, LLC
CONSULTING SERVICES AGREEMENT
ABILENE, KANSAS RHID PROJECT

This Consulting Services Agreement ("Agreement") is entered into as of the 28th day of February, 2022, by and between the City of Abilene, Kansas, a municipal corporation (hereinafter referred to as "Abilene" or "the City") and Heartland Housing Partners, LLC, a Kansas Limited Liability Company ("Heartland").

WHEREAS, Abilene desires to hire Heartland to provide consultation on the development of certain housing facilities described in the attached and incorporated **Exhibit A** (the "Development"); and

WHEREAS, Abilene wishes to enter into this separate Consulting Agreement with Heartland under the terms and conditions addressed below; and

NOW, THEREFORE, it is agreed as follows:

ARTICLE ONE: TERMS OF AGREEMENT

1.1 **Engagement.** During the term of this Agreement, Abilene hereby agrees to engage Heartland and Heartland hereby agrees to provide services to Abilene by providing consulting services to Abilene on various aspects of the Development at times and at the convenience of Heartland as is appropriate, and shall further be available for phone consultation at reasonable times and for reasonable periods of time to perform such services designated by Abilene. These services are as follows (the "Services"):

- a. Conceptualization and consultation regarding use of the RHID concept to assist with the feasibility of the Development, and utilization of RHID to assist with the debt burden of bonding issued during prior development;
- b. Assist City and City Attorney in determining statutory RHID eligibility and the approval process.
- c. Evaluate and reassess site plan and unit types for West project area. Assess site plan for East portion of the project. While changes are not expected, efficiencies may be gained by making changes.
- d. Assist with the creation of Covenants and Restrictions for project area
- e. Assist with creation of rules and regulations for builders to qualify to purchase lots
- f. Recruit builders/investors to construct new homes
 - i. Work with parties on contract execution
 - ii. Work with the City and City Attorney to create lot purchase agreements
 - iii. Builder contractual guarantees for lot purchase
- g. Work with City Staff to oversee upkeep schedule - performed by the Land Bank/City; assess current deferred maintenance; and advice regarding repair of items which have suffered from lack of upkeep at the site.
- h. Assist the City in attaining grant funds for future home construction, if

available— project-by-project basis.

1.2 Term. The force and effect of this Agreement shall be subject to satisfaction of the condition precedent of the Abilene City Commission's adoption, and the city clerk's publication, of an ordinance establishing a rural housing incentive district for the Development, pursuant to K.S.A. 12-5241, *et seq.* The date of publication of such ordinance shall be the effective date of this Agreement ("Effective Date"). Unless extended by mutual agreement of the parties, and following the Effective Date, the term of this Agreement will continue until the earlier of: (i) the date on which all lots have been sold and all payment obligations set forth herein have been satisfied; (ii) the expiration or earlier termination of the rural housing incentive district for the Development; or (iii) the termination of this Agreement in accordance with its terms.

1.3 Compensation. Abilene agrees to pay to Heartland for consulting services as listed on **Exhibit B**.

1.4 Home Starts. Heartland agrees that once the RHID is approved, an average of 5 new homes will be constructed annually in the Development, based on a prior 3-year rolling average. A written assessment of new homes being started shall take place on January 1st of every other year, and shall be evaluated on a prior 3-year rolling average ("Assessment"). For sake of clarity, on May 1, 2025, there shall be an Assessment performed to ensure that at least 15 houses have commenced construction from May 1, 2022-April 30, 2025. The parties acknowledge that the annual average number of new homes constructed will depend on market conditions. However, if any Assessment reveals that less than 5 new homes have commenced construction annually, on average ("Minimum Home Starts"), then Abilene shall have the right to terminate this Agreement upon at least thirty (30) days' prior written notice to Heartland, which notice must be provided within sixty (60) days after the applicable Assessment. This right to terminate shall be subject to the Right to Cure Home Starts, set forth below. If Abilene terminates this Agreement pursuant to this Section 1.4, Abilene shall remain obligated to pay Heartland a pro-rata portion of the total amount distributed to Abilene pursuant to K.S.A. 12-5250 that is attributable to the Development, in accordance with the formula described in Exhibit B attached hereto, from any funds received by Abilene that are attributable to homes for which commencement of construction occurred prior to termination of this Agreement.

1.5 Default; Remedies.

1.5.1 Default. If either party fails to comply with any term of this Agreement within thirty (30) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement ("Event of Default"). Upon written notice from the other Party specifying such claimed breach, the defaulting party shall proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy

such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may terminate this Agreement, terminate the defaulting or breaching Party's rights under this Agreement, and/or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds, or exercising any other right or remedy allowed by law. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. For purposes of this Section, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Notwithstanding any other provision in this Agreement, it is the parties' intent that Abilene's compensation obligations listed in Section 2 of Exhibit B shall survive termination of this Agreement; provided, however, that Abilene's obligation to pay Heartland compensation following termination of this Agreement shall be limited to a pro-rata portion of the total amount distributed to Abilene pursuant to K.S.A. 12-5250 that is attributable to the Development, in accordance with the formula described in Section 2 of Exhibit B, from any funds received by Abilene that are attributable to homes for which commencement of construction occurred prior to termination of this Agreement. For the sake of clarification, the post-termination compensation obligations of Abilene shall not require Abilene to pay compensation under Section 2 of Exhibit B for amounts distributable to Abilene pursuant to K.S.A. 12-5250 that are attributable to homes for which commencement of construction occurred after termination of this Agreement.

1.5.2 Right to Cure Home Starts. In the event of a breach of the Minimum Home Starts requirement under Section 1.4, Heartland shall have 1 year (365 days) to cure such default by causing the commencement of construction of a sufficient number of new homes to ensure that the Minimum Home Starts are met. If such Minimum Home Starts continue to not be met after this right to cure period, and such Minimum Home Starts are not waived by the Abilene, in writing, then Abilene shall have the right to terminate this Agreement without further notice. During this cure period, all compensation due pursuant to Exhibit B shall be reduced proportionately (i.e. if only 3 of the 5 housing starts were met, 60% of compensation is due pursuant to Exhibit B during the right to cure period). Notwithstanding the foregoing, Heartland shall not be deemed to have failed to cure the Minimum Home Starts requirement during the one-year right-to-cure period, if such failure arises because of an Excusable Delay. For purposes of this section, an "Excusable Delay" means any delay beyond the reasonable control of Heartland that is caused by damage or destruction by fire or other casualty, strike, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not

limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, or by any litigation interfering with or delaying the construction of all or any portion of the project, which in fact prevents Heartland from discharging its obligations. Heartland's right-to-cure period shall be extended by an amount of time equal to the duration of the circumstances causing the Excusable Delay, not to exceed an additional 1 year. The parties acknowledge and agree that general housing market conditions shall not serve as the basis for an Excusable Delay.

ARTICLE TWO: INDEPENDENT CONTRACTOR

- 2.1 Independent Contractor.** The parties intend that the relationship between them created by this Agreement is that of an independent contractor only. Neither Heartland nor its owner, Ross Vogel, shall be considered an agent or employee of Abilene for any purpose and Abilene is interested in the results obtained under this Agreement; the manner and means of performing the consulting services are subject to Heartland's sole discretion and control. Heartland shall be responsible for all federal, state, and local taxes. Provided that, the parties understand and agree that the purpose of this Consulting Agreement is to ensure Abilene is making progress with the Development; and that Heartland will spend as much time as required to achieve these goals.
- 2.2 Relationship.** Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose. Heartland hereby expressly acknowledges and agrees that: (a) it and each of its employees is an independent contractor and is not an employee of Abilene; and (b) neither this Agreement nor any action taken pursuant to this Agreement shall constitute or be evidence of any agreement or understanding, express or implied, that Heartland or any employee of Heartland is an employee of Abilene or has any rights as an employee of Abilene.
- 2.3 General Conduct of the Consultant.** The Consultant will comply with all applicable laws and regulations in the course of the Consultant's activities on the City's behalf. Consultant will refrain from performing any act or engaging in any course of conduct which has or may reasonably be expected to have the effect of demeaning the name or business reputation of the City or affects adversely or may reasonably be expected to affect adversely the City's best interests, economic or otherwise.
- 2.4 Other Work.** Heartland shall be permitted to engage in activities that are not inconsistent with Heartland's duties under this Agreement or that would not result in a breach by Heartland of its obligations hereunder, including activities in connection with personal investments, community affairs, consulting work for other companies and service on boards, where such service is not otherwise impermissible or does not constitute a conflict of interest. It is expressly understood that Heartland will be performing, and plans to perform in the future, similar Services to other companies or municipal entities during the time that Heartland is

under Agreement with City, and it is expressly agreed to by City that Heartland's performance of such services do not conflict with or violate the terms or intent of this Agreement.

ARTICLE THREE: LIMITATION OF LIABILITY AND INDEMNIFICATION

3.1 Limitation of Liability.

3.1.1 In no event shall Heartland, its employees or owners(s), be liable for any consequential, incidental, special or exemplary damages (including without limitation, damages for loss of profits, business interruption, loss of information or data, or other pecuniary loss) in connection with or arising out of the furnishing, performance, use of, or inability to use, the Services furnished or provided hereunder or otherwise arising out of this Agreement even if Heartland has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. Subject to Heartland's indemnification obligations set forth in Section 3.2, in no event shall the aggregate or cumulative liability of Heartland, its employees or owner(s), whether in contract or tort or otherwise, exceed the amount of fees paid to Heartland hereunder.

3.1.2 **RELEASE OF LIABILITY.** HEARTLAND SHALL NOT BE LIABLE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) TO CITY, OR ANY RELATED ENTITIES, REGARDLESS OF TIER, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RESULTING FROM HEARTLAND'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR FROM HEARTLAND'S TERMINATION OR SUSPENSION OF THE DUTIES UNDER THIS AGREEMENT. SUBJECT TO HEARTLAND'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 3.2, HEARTLAND'S LIABILITY UNDER THIS AGREEMENT OR RELATED TO ACTIVITIES PERFORMED RELATED TO THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE FEE PAID BY ABILENE TO HEARTLAND UNDER THIS AGREEMENT.

3.2 Indemnification.

3.2.1 **Indemnification by Heartland.** Heartland agrees to defend, indemnify and hold harmless Abilene and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any intentional misconduct or fraud of Heartland and/or its

officers, members, employees, or agents. Provided, however, the foregoing indemnification shall not extend to Losses to the extent such Losses arise out of the negligent acts or omissions or intentional misconduct of Abilene or any of its employees or agents, or any default or breach of this Agreement by Abilene.

3.2.2 Indemnification by Abilene. Only in the manner and to the extent permitted under applicable law, including but not limited to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Abilene agrees to defend, indemnify and hold harmless Heartland, its members, officers, employees, agents, successors and assigns, against any Losses suffered by such parties arising out of or in connection with any negligent acts or omissions, or intentional misconduct or fraud, by Abilene and its officials, directors, officers, employees,, but only to the extent the aggregate of such Losses do not exceed applicable policy limits under Abilene's commercial general liability insurance policy.

3.2.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnatee") is indemnified by the other party ("Indemnitor") under this Section 3.2, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice. In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly (and in no event more than twenty (20) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

3.2.4 Survival. The obligations of the parties contained in this Section 3.2 shall survive the termination or expiration of this Agreement.

ARTICLE FOUR: MISCELLANEOUS PROVISIONS

4.1 Termination of Covenants In the event Abilene fails to make any payment when due to Heartland as called for in Article 1.3 of this Agreement, the obligations of Heartland shall immediately cease on the date falling twenty (20) days after Heartland has delivered notice to Abilene that Abilene is not in compliance with the terms of the Agreement and shall have demanded Abilene cease such non-compliance.

- 4.2 Waiver and Amendment** A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by both parties or the party waiving such provision.
- 4.3 Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
- 4.4 Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 4.5 Rights Cumulative** No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.
- 4.6 Applicable Law and Consent to Jurisdiction** This agreement shall be construed and enforced in accordance with the laws of the State of Kansas. All actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, or related to this Agreement, shall be litigated only in Dickinson County, Kansas District Court.
- 4.7 Attorneys' Fees and Costs:** Each party to this Agreement shall bear all attorney's fees and costs arising from that party's own counsel in connection with this Agreement and the matters referred to herein, except as otherwise provided in this Agreement. In the event of a breach of this Agreement or any covenant or agreement herein, the prevailing party in litigation resulting from a breach shall be entitled to recovery of its costs and expenses, including reasonable attorney's fees, except as otherwise provided in the Agreement.
- 4.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas without regard to choice of law or conflict of law principles, and Kansas choice of law provisions will apply.
- 4.9 Mediation and Dispute Resolution:** Abilene and Heartland acknowledge that in the event of a dispute, both parties wish to avoid the expense of litigation, and that all claims, disputes and other matters in question between Abilene and Heartland arising out of or relating to this Agreement or the breach thereof, will be resolved in accordance with the provisions below. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. After written notice is provided, disputes will be resolved as follows:
- 5.9.1 Informal Meeting:** The parties first agree to each appoint a representative to meet informally in an attempt to resolve any dispute arising pursuant to this Agreement. If the representatives reach an agreement, then the dispute will be deemed to be resolved.
- 5.9.2 Formal Mediation:** If the parties cannot resolve the dispute by way of informal meeting, within fifteen (15) days of the informal meeting, each

party agrees to submit their dispute to non-binding mediation in an attempt to resolve their dispute. Each party will pay one-half of the costs of the mediator. The mediator shall be selected by agreement between the parties. If no agreement can be reached, the names of two professional mediators shall be submitted by each party, and the name of one of the four shall be selected by random selection, and the mediator so selected shall be used for the mediation process.

5.9.3 Litigation: If the parties cannot resolve the dispute by way of formal mediation, then the dispute shall be resolved by litigation.

4.10 Notices. Any notice, demand or other communication required or desired to be given hereunder shall be in writing and shall be effective if delivered to the address of record of the other party. Such address for either party may, from time-to-time, change following due notification of the other party of such change.

City of Abilene
ATTN: City Manager
P.O. Box 519
Abilene, KS 67410

Heartland to: Heartland HOUSING PARTNERS, LLC
c/o Ross Vogel
4851 Meadowbrook Parkway
Unit 149
Prairie Village, KS 66207

4.11 Counterparts This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

4.12 General Interpretative Principles Unless the context otherwise requires, this Agreement shall not be construed in favor of or against any party hereto and, except as otherwise herein specifically provided, all of the words and phrases contained herein shall be given their usual and ordinary meanings.

4.13 Binding Effect This agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors and permitted assigns.

4.14 Assignment Due to the unique qualifications and capabilities of Heartland, the responsibilities provided for under this Agreement shall not be assignable, either in whole or in part, without Abilene's prior written consent, which shall not be unreasonably withheld.

4.15 Severability; Reservation of Rights. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this

Agreement shall continue in full force and effect. A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

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

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EXHIBIT A
DESCRIPTION OF DEVELOPMENT

EXHIBIT B

Section 1. RHID Compensation – Unit Sale Payments

The City agrees to pay Heartland Five Thousand Dollars (\$5,000.00) after the issuance of a construction permit, or at the beginning of construction, whichever is sooner, for each Unit (as hereinafter defined) to be constructed within the Rural Housing Incentive District area, which is anticipated to include the Highlands East and West currently developed areas. For purposes of this Agreement, a Unit is comprised of one or more rooms in a residential building or residential portion of a building which are arranged, designed, used, or intended for use by one (1) family, and which includes cooking space and lawful sanitary facilities reserved for the occupants thereof. For the sake of clarification, a duplex shall be deemed two Units, a triplex shall be deemed three Units, and a fourplex shall be deemed four Units. Notwithstanding the foregoing, in no case shall Abilene be obligated to pay Heartland an amount that exceeds two-thirds (2/3rds) of the gross sale proceeds arising from Abilene's sale of the underlying lot(s) upon which any Unit(s) is/are to be constructed. By way of example, if Abilene sells two lots for a combined gross sales price of \$15,000.00, and a construction permit is issued for the construction of a triplex on such lots, Abilene shall only be obligated to pay Heartland \$10,000.00 pursuant to this section.

The lot sale payments are due within thirty (30) days of issuance of the construction permit or beginning of construction on a lot, whichever is sooner.

Section 2. RHID Compensation – Revenue Stream Payments

Upon the City's annual receipt of funds per K.S.A. 12-5250, Heartland shall be paid by the City, an amount equal to fifteen percent (15%) of the total amount distributed to the City that is attributable to the property included in the RHID.

For any calendar year in which the annual amounts distributed to the City exceed 113.33% of the total annual principal and interest payments due on the bonds issued related to the property included in the RHID, Heartland's payments shall be an amount equal to twenty five percent (25%) of the total amount distributed to the City for such calendar year.

The revenue stream payments are due within thirty (30) days of City's receipt of funds from the County or State.

Section 3. Direct Funds/Grant from Other Sources:

Heartland will receive Fifteen (15%) percent of any direct grants or public incentives (other than those paid directly from City funds) received by the City, or lot owners, from any grant or public incentives related to the Development that Heartland assists the City with obtaining at the City's written request.

All payments shall be paid within thirty (30) days of the grant recipient receiving the grant funds.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

CITY OF ABILENE

By: 
Dee Marshall, Mayor

HEARTLAND HOUSING PARTNERS, LLC

By: 
Ross Vogel, Member

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

This First Amendment to Consulting Services Agreement ("Agreement") is entered into as of the 11th day of September, 2023, by and between the City of Abilene, Kansas, a municipal corporation (the "City") and Heartland Housing Partners, LLC, a Kansas Limited Liability Company ("Heartland").

A. The City and Heartland entered into a Consulting Services Agreement dated February 28, 2023 (the "Original Agreement"), setting forth the terms and conditions under which the City retained Heartland to provide consultation on the development of certain housing facilities within the subdivisions now known as Golden Belt Heights East and the Golden Belt Heights West, in the City of Abilene, Kansas (the "Development").

B. Golden Belt Heights West Multifamily, LLC has expressed an interest in developing a multi-family housing complex within a portion of the Development that is legally described as Lots 1 through 10, Block 3, of Golden Belt Heights West (the "Multi-Family Lots").

C. The parties wish to amend and supplement the Original Agreement to change the terms of Heartland's compensation with respect to the Multi-Family Lots.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Supplemental Exhibit B to Original Agreement.** The parties acknowledge and agree that the City's obligations to compensate Heartland for its consulting services under the Original Agreement are described in Exhibit "B" attached to the Original Agreement. Notwithstanding anything to the contrary contained in the Original Agreement, the parties acknowledge and agree that, solely with respect to the Multi-Family Lots, the City's compensation obligations to Heartland shall be as described in the Supplemental Exhibit "B" attached to this First Amendment. The terms and conditions of the Exhibit "B" attached to the Original Agreement shall otherwise remain in full force and effect with respect to all portions of the Development other than the Multi-Family Lots.

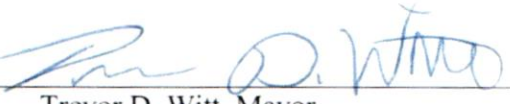
2. **No Other Changes; Conflict with Lease.** Except as otherwise stated in this First Amendment, the Original Agreement, as amended and supplemented herein, shall continue in full force and effect, and the Original Agreement is hereby ratified and confirmed. In the event of any conflict between the Original Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

3. **Amendments.** No amendment or modification of the terms of this First Amendment shall be valid unless made in writing and signed by the parties hereto.

4. **Counterparts; Facsimile Signatures.** This First Amendment may be executed by the parties in counterparts and by facsimile signatures. A facsimile signature shall be deemed an original and once executed, the respective parties shall be bound to the terms of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

CITY OF ABILENE, KANSAS

By: 
Trevor D. Witt, Mayor

HEARTLAND HOUSING PARTNERS, LLC

By: 
Ross Vogel, Member

SUPPLEMENTAL EXHIBIT B

Section 1. RHID Compensation – Unit Sale Payments

The City agrees to pay Heartland Seven Thousand Five Hundred Dollars (\$7,500.00) after the issuance of a construction permit, or at the beginning of construction, whichever is sooner, for each Multi-Family Lot.

The lot sale payments are due within thirty (30) days of issuance of the construction permit or beginning of construction on the Multi-Family Lot, whichever is sooner.

Section 2. RHID Compensation – Revenue Stream Payments

The City shall not be obligated to pay Heartland any portion of the RHID funds attributable to the Multi-Family Lots that are received from the county treasurer pursuant to K.S.A. 12-5250.

Section 3. Direct Funds/Grant from Other Sources:

The City shall not be obligated to pay Heartland any portion of any direct grants or public incentives received by the City, or lot owners, from any grant or public incentives related to the Multi-Family Lots.



Abilene, KS

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00434 - USPYMTS CASH FROM KIOSK 051225

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [1000703 - US PAYMENTS LLC](#)

Vendor Total: 1,325.00

[STM 051225](#) Invoice 5/12/2025 5/12/2025 5/12/2025 5/12/2025 1,325.00 0.00 0.00 0.00 1,325.00

CASH SETTLEMENT KIOSK 8/21/23-5/9/25 AP Checking - Gen - AP Checking - General No Payment Date: 5/12/2025 Bank Draft: DFT0000528

Payable Address: 7130 S LEWIS AVE
TULSA, Oklahoma 74136

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CASH SETTLEMENT KIOSK 8/21/23-5/9/25	NA	0.00	0.00	1,325.00	0.00	0.00	0.00	1,325.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
002-024-520782	E-BILL FEES		662.50	50.00%
004-043-520782	E-BILL FEES		662.50	50.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	1,325.00	0.00	0.00	0.00	1,325.00	1,325.00	0.00
Grand Total:		1,325.00	0.00	0.00	0.00	1,325.00	1,325.00	0.00

Account Summary

Account	Name	Amount
002-024-520782	E-BILL FEES	662.50
Total:		662.50

Account	Name	Amount
004-043-520782	E-BILL FEES	662.50
Total:		662.50



Abilene, KS

Check Register

Packet: APPKT00436 - BILLS 051325

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1070	ABILENE ANIMAL HOSPITAL, PA	05/13/2025	Regular	0.00	410.50	1777
1290	ABILENE PRINTING & OFFICE	05/13/2025	Regular	0.00	76.75	1778
19396	APAC, INC - SHEARS	05/13/2025	Regular	0.00	1,217.40	1779
VEN01167	ASHER ENTERPRISES LLC	05/13/2025	Regular	0.00	474.92	1780
VEN01030	BG CONSULTANTS	05/13/2025	Regular	0.00	16,148.86	1781
1000564	BIZ SWAG	05/13/2025	Regular	0.00	1,551.75	1782
1000871	BRADY INDUSTRIES OF KANSAS LLC	05/13/2025	Regular	0.00	50.20	1783
1000699	CATLETT AUTOMOTIVE INC	05/13/2025	Regular	0.00	641.90	1784
1000892	CBK INC	05/13/2025	Regular	0.00	21.80	1785
1001132	CENTRAL PLAINS IRRIGATIONS, LLC	05/13/2025	Regular	0.00	142.10	1786
1000192	CINTAS CORP NO. 2	05/13/2025	Regular	0.00	62.77	1787
8145	CORE & MAIN LP	05/13/2025	Regular	0.00	5,828.48	1788
4244	DK CTY ADMINISTRATION	05/13/2025	Regular	0.00	800.10	1789
4370	DON'S TIRE & SUPPLY	05/13/2025	Regular	0.00	68.00	1790
VEN01157	FOXTAIL STUDIOS LLC	05/13/2025	Regular	0.00	240.00	1791
8105	HIATT, JENNIE	05/13/2025	Regular	0.00	25.00	1792
2383	HOMMAN ELECTRONICS	05/13/2025	Regular	0.00	7.00	1793
VEN01166	KANSAS STATE DEPT OF EDUCATION	05/13/2025	Regular	0.00	75.00	1794
11239	KEY EQUIPMENT & SUPPLY	05/13/2025	Regular	0.00	1,160.78	1795
VEN01095	KONZA LAB, INC	05/13/2025	Regular	0.00	50.00	1796
12070	LAST CHANCE GRAPHICS	05/13/2025	Regular	0.00	1,559.00	1797
23110	LUMBER HOUSE TRUE VALUE	05/13/2025	Regular	0.00	737.76	1798
13005	M & M TIRE & AUTO	05/13/2025	Regular	0.00	895.85	1799
1000435	MUNILOGIC	05/13/2025	Regular	0.00	1,422.00	1800
14840	O.C.C.K., INC	05/13/2025	Regular	0.00	6,166.67	1801
1001008	OLSON, KELLIE	05/13/2025	Regular	0.00	93.10	1802
VEN01170	OPEN RANGE TRAILER SALES	05/13/2025	Regular	0.00	13,375.00	1803
1000725	OREILLY	05/13/2025	Regular	0.00	23.75	1804
16021	PACE ANALYTICAL SERVICES	05/13/2025	Regular	0.00	703.00	1805
16195	PIONEER FARM INC	05/13/2025	Regular	0.00	126.91	1806
VEN01164	PLAYCORE WISCONSIN IN	05/13/2025	Regular	0.00	19,460.37	1807
3545	PRAIRIELAND PARTNERS, LLC	05/13/2025	Regular	0.00	79.42	1808
14171	QUADIANT FINANCE USA, INC	05/13/2025	Regular	0.00	615.76	1809
12012	ROASTER JOES, INC	05/13/2025	Regular	0.00	183.94	1810
1001044	RUGGIERO, IAN	05/13/2025	Regular	0.00	26.75	1811
19180	SALINA SUPPLY CO	05/13/2025	Regular	0.00	552.94	1812
19892	SUPERIOR SANITATION SERVICE	05/13/2025	Regular	0.00	249.00	1813
20140	THE FLOWER BOX	05/13/2025	Regular	0.00	78.00	1814
999925	THE WHITE CORPORATION, INC	05/13/2025	Regular	0.00	30.00	1815
20355	TRAILS END CAR WASH	05/13/2025	Regular	0.00	128.00	1816
1000851	TRANSUNION RISK & ALTERNATIVE	05/13/2025	Regular	0.00	120.00	1817
1000268	UNIVERSITY OF KANSAS - KU	05/13/2025	Regular	0.00	400.00	1818
22014	VISA - UMB ADMINISTRATION	05/13/2025	Regular	0.00	5,241.67	1819
22022	VISA - UMB AIRPORT	05/13/2025	Regular	0.00	134.37	1820
5046	VYVE BROADBAND	05/13/2025	Regular	0.00	1,353.95	1821
VEN01169	W L CONSTRUCTION SUPPLY, INC	05/13/2025	Regular	0.00	319.57	1822
VEN01160	WERNER, SARAH	05/13/2025	Regular	0.00	45.00	1823
1000852	XEROX FINANCIAL SERVICES	05/13/2025	Regular	0.00	249.15	1824

Check Register

Packet: APPKT00436-BILLS 051325

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1000698	ZOOK, KARI	05/13/2025	Regular	0.00	157.50	1825

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	70	49	0.00	83,581.74
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
	70	49	0.00	83,581.74

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	5/2025	83,581.74
			83,581.74



Abilene, KS

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00442 - US PYMTS APRIL 2025

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 1000703 - US PAYMENTS LLC									Vendor Total:	7.12
37959	Invoice	5/15/2025	4/30/2025	5/15/2025	4/30/2025	7.12	0.00	0.00	0.00	7.12
APRIL 2025 KIOSK FEES	AP Checking - Gen - AP Checking - General				No	Payment Date: 5/15/2025		Bank Draft:		DFT0000538
Payable Address: 7130 S LEWIS AVE TULSA, Oklahoma 74136										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
APRIL 2025 KIOSK FEES	NA		0.00	0.00	7.12	0.00	0.00	0.00	7.12	
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
002-024-520782	E-BILL FEES			3.56	50.00%					
004-043-520782	E-BILL FEES			3.56	50.00%					

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	7.12	0.00	0.00	0.00	7.12	7.12	0.00
Grand Total:		7.12	0.00	0.00	0.00	7.12	7.12	0.00

Account Summary

Account	Name	Amount
002-024-520782	E-BILL FEES	3.56
Total:		3.56

Account	Name	Amount
004-043-520782	E-BILL FEES	3.56
Total:		3.56



Abilene, KS

Check Register

Packet: APPKT00453 - BILLS 052025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1330	ABILENE RENT-ALL & SALES, INC	05/20/2025	Regular	0.00	16.44	1826
VEN01165	ABILENE SOFTBALL CLUB	05/20/2025	Regular	0.00	740.00	1827
VEN01173	ADOLPH, JACOB	05/20/2025	Regular	0.00	50.00	1828
19396	APAC, INC - SHEARS	05/20/2025	Regular	0.00	1,153.92	1829
1696	ARLAN CO INC	05/20/2025	Regular	0.00	5,115.00	1830
3391	ASTRA BANK	05/20/2025	Regular	0.00	300.00	1831
999758	BLACKWELL & STRUBLE	05/20/2025	Regular	0.00	500.00	1832
2380	BOYD EXCAVATING INC	05/20/2025	Regular	0.00	650.00	1833
1000699	CATLETT AUTOMOTIVE INC	05/20/2025	Regular	0.00	282.10	1834
1000192	CINTAS CORP NO. 2	05/20/2025	Regular	0.00	62.77	1835
16120	CRAFCO, INC	05/20/2025	Regular	0.00	272.50	1836
4370	DON'S TIRE & SUPPLY	05/20/2025	Regular	0.00	24.50	1837
1000843	EMPOWER FAMILY HEALTH AMERIC	05/20/2025	Regular	0.00	188.60	1838
1000069	HALE, DAN	05/20/2025	Regular	0.00	200.20	1839
VEN01171	JOSH LADY	05/20/2025	Regular	0.00	35.00	1840
1000787	KANSAS TOURISM	05/20/2025	Regular	0.00	2,960.00	1841
1350	KAP PHILLIPS CO	05/20/2025	Regular	0.00	230.00	1842
999994	LONGFORD WATER COMPANY LLC	05/20/2025	Regular	0.00	552.40	1843
23110	LUMBER HOUSE TRUE VALUE	05/20/2025	Regular	0.00	136.81	1844
13008	MAC - MCCONNELL & ASSOCIATES	05/20/2025	Regular	0.00	812.00	1845
16111	MAHASKA	05/20/2025	Regular	0.00	1,060.32	1846
1001076	MIDWEST AUTO COLLISION	05/20/2025	Regular	0.00	2,735.20	1847
999139	MOHR, SHAYLA	05/20/2025	Regular	0.00	122.64	1848
1000227	NEW BOSTON CREATIVE GROUP, LLC	05/20/2025	Regular	0.00	7,850.00	1849
VEN01174	NICOLE BECK	05/20/2025	Regular	0.00	126.00	1850
16195	PIONEER FARM INC	05/20/2025	Regular	0.00	88.72	1851
VEN01074	PROPPER INTERNATIONAL SALES, IN	05/20/2025	Regular	0.00	455.80	1852
12012	ROASTER JOES, INC	05/20/2025	Regular	0.00	51.66	1853
999140	SALINA AREA TECHNICAL COLLEGE	05/20/2025	Regular	0.00	2,437.00	1854
19180	SALINA SUPPLY CO	05/20/2025	Regular	0.00	165.11	1855
999280	SCHOLL, NANCY	05/20/2025	Regular	0.00	126.00	1856
1000958	TBS ELECTRONICS, INC	05/20/2025	Regular	0.00	773.55	1857
11221	VERIZON	05/20/2025	Regular	0.00	2,164.78	1858
22019	VISA - UMB COMMUNITY DEVELOP	05/20/2025	Regular	0.00	2,493.79	1859
22016	VISA - UMB CVB	05/20/2025	Regular	0.00	6,427.94	1860
22015	VISA - UMB FIRE DEPT	05/20/2025	Regular	0.00	4,150.73	1861
22010	VISA - UMB PARKS	05/20/2025	Regular	0.00	6,376.67	1862
22021	VISA - UMB PUBLIC WORKS	05/20/2025	Regular	0.00	1,880.47	1863
1000852	XEROX FINANCIAL SERVICES	05/20/2025	Regular	0.00	273.08	1864

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	39	0.00	54,041.70
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
	43	39	0.00	54,041.70

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	5/2025	54,041.70
			54,041.70



Packet: PYPKT00165 - 05/23/25 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 05/04/2025 - 05/17/2025

Total Direct Deposits: 106,020.88
Total Check Amounts: 0.00

Males Paid: 60
Females Paid: 26
Unknown Paid: 0
Total Employees: 86

EARNINGS

Pay Code	Units	Pay Amount
AUTO ALLOW	0.00	138.47
BI-LINGUAL	0.50	16.59
CALL OUT	97.50	2,243.57
CALL OUT VOLUNTEER	20.00	600.00
CELL ALLOWANCE	0.00	253.84
COMMISSION	0.00	1,050.00
COMP TIME USED	112.75	2,429.77
CORRECTION	0.00	78.23
FITNESS ALLOW	0.00	7.50
FLOATING HL	8.00	0.00
Funeral Leave	8.00	156.08
HOURLY	3,844.75	97,582.27
NIGHT SHIFT	317.00	8,950.14
OT	163.00	5,022.34
PART-TIME	276.00	4,055.98
SALARY	573.00	30,757.56
SICK LEAVE	139.00	2,710.43
TRAINING	11.50	235.89
VACATION LEAVE	128.00	2,475.46
Total:	5,699.00	158,764.12

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	2.00	0.00
COMP EARNED 1.5	35.27	0.00
FTC 457	0.00	320.00
IMPACT SPORTS	0.00	157.50
Total:	37.27	477.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	137,441.48	11,434.13	0.00
MEDICARE	148,570.50	2,154.30	2,154.30
SOCIAL SECURITY	148,570.50	9,211.38	9,211.38
STATE TAXES	147,272.50	6,876.56	0.00
UNEMPLOYMENT	157,635.89	0.00	157.62
Total:	29,676.37	11,523.30	

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	635.66	0.00
AFLAC-AFTER TAX	0.00	260.26	0.00
CHILD SUPPORT	0.00	392.25	0.00
DENTAL INSURANCE	0.00	17.54	52.60
EMPOWER KPERS 457 PT	0.00	296.00	120.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FLEX SPEND MEDICAL	0.00	1,455.84	0.00
FTC 457	0.00	682.00	320.00
GARNISHMENT	0.00	100.00	0.00
HEALTH INS	0.00	7,938.84	23,816.04
HEALTH SAVINGS ACCT	0.00	210.00	100.00
IMPACT SPORTS	0.00	211.80	142.50
KP&F	62,643.87	4,479.05	15,454.22
KP&F OGLI	0.00	111.56	0.00
KPERS OGLI	0.00	221.17	0.00
KPERS TIER 1	36,198.28	2,171.89	3,876.84
KPERS TIER 2	11,655.96	699.34	1,248.36
KPERS TIER 3	41,345.81	2,480.74	4,428.11
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
VISION CARE DIRECT	0.00	283.00	0.00
VISION SERVICE PLUS	0.00	52.01	0.00
Total:		23,066.87	49,658.67

RECAP 01 - Abilene, KS

Earnings: 158,764.12 Benefits: 477.50 Deductions: 23,066.87 Taxes: 29,676.37 Net Pay: 106,020.88