



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
December 8, 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 December 8, 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 November 24, 2025, Regular Meeting
 - b. Appropriation Ordinance A-120825
 - c. AP Payment Register – 120825
 - d. Approval of closing all City non-essential services on December 26
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 Farmland and Hay Lease Agreements. – City Clerk Mohr
 - b. Consider approval of Ordinance No. 25-3465, AN ORDINANCE AMENDING SECTIONS 1-1306, 1-1312, 1-1313, AND 1-1314 OF THE CITY CODE PERTAINING TO OPEN PUBLIC RECORD REQUESTS AND FEES AND COSTS TO BE CHARGED TO PERSONS FOR ACCESSING OR COPYING OPEN PUBLIC RECORDS. – Interim City Manager Quinday
 - c. Consider approval of Ordinance No. 25-3466, AN ORDINANCE AMENDING SECTION 3-1103 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS,

PERTAINING TO SOLID WASTE COLLECTOR LICENSES. – Interim City Manager Quinday

- d. Consider approval of a Progressive Design-Build Project Agreement with Mid-America Sports Construction for the Recreation Improvement Project. – Parks and Recreation Director Timbrook
- e. Consider Approval of Resolution 120825-1, A RESOLUTION ADOPTING AN AMENDED AND RESTATED PURCHASING POLICY FOR THE CITY OF ABILENE, KANSAS. – Interim City Manager Quinday

8. Items for discussion

- a. Discussion and Direction for City Staff regarding the Water Rate and Cost of Service Study completed by Raftelis. – Interim City Manager Quinday/Tom Beckley & Joseph Collins – Raftelis
- b. Discussion and direction for City Staff regarding the Concession Structures and Tenancy on City-Owned Property.

9. City Manager and Staff Reports

10. Executive Session

- a. Executive Session: I move the City Commission recess into executive session for ____ minutes to discuss the performance and role of a City employee, pursuant to K.S.A. 75-4319(b), based upon the need to discuss personnel matters of non-elected personnel. The open public meeting will resume in this room at _____ pm.

11. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the December 8, 2025, City Commission Meeting. The study session will begin in fifteen minutes at Abilene City Hall, 419 N. Broadway.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
November 24, 2025, 4:00 pm.
Abilene, Kansas

1. Call to Order

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

Staff Present: Interim City Manager Quinday, City Clerk Mohr, Finance Director Briand, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Wilkins, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, and Administrative Manager-Community Development Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the November 24, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, 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 November 10, 2025, Regular Meeting
- b.** Appropriation Ordinance A-112425
- c.** AP Payment Register – 112425

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

6. Public Comments and Communications

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

There were no public comments or communications.

b. Wellfield Health and Production Report

Public Works Director Anderson gave the Wellfield Health and Production Report.

7. Business Items

a. Consider adoption of a Prioritized Stormwater Drainage Project List

Public Works Director Anderson presented information regarding the suggested prioritized stormwater drainage project list.

Motion by Mayor Rein, seconded by Commissioner Witt, to adopt the Prioritized Stormwater Drainage Project List as follows:

1. Southeast Drainage Project

- 4th at Brady
- 4th at Buckeye
- 4th at Mulberry
- 5th at Cedar
- 5th at Brady

2. S. Buckeye at SE 6th

3. 2nd at Buckeye

4. 7th at Cedar

5. 8th at Walnut

6. 2nd at Walnut

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

b. Consider Approval of Disposal of City-owned property

Interim City Manager Quinday presented information regarding the disposal of surplus property.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to declare the identified property as surplus property and authorize staff to sell it at public auction. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

c. Direction on Concession Structures and Tenancy at City-Owned Fairgrounds

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to table this item until the next meeting and directed staff to bring more information regarding all of the concession buildings located on city property. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

8. Items for Discussion

a. Review and Consideration of an Agreement with the Kansas League of Municipalities for the search for a permanent City Manager

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to approve the LEAPS Agreement with the Kansas League of Municipalities for the search for a permanent City Manager. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller, Rein YES. The motion carried 5-0.

b. Review and Consideration Regarding Bids Received for Swimming Pool Painting and Crack

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the bid with Wildcat Painting in the amount of \$38,950.00 for the Swimming Pool Painting and Crack Repairs. Roll call vote: Kollhoff NO, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 4-1.

c. Review of Farmland leases

City Clerk Mohr presented information regarding changes to the farmland leases.

d. Review of Revised Purchasing Policy

Interim City Manager Quinday presented information regarding the proposed changes to the current purchasing policy.

e. Review of the Reallocation of Unused General Obligation Temporary Note Proceeds

Interim City Manager Quinday presented information regarding options of reallocation of unused General Obligation Temporary Note proceeds.

f. Discussion Regarding Amending Article 13 of the City Code; Open Records

Interim City Manager Quinday presented information regarding the changes to the City Code regarding Open Public Records Requests.

g. Discussion Regarding Amending Article 11 of City Code; Solid Waste Collectors

Interim City Manager Quinday presented information regarding the changes to the City Code regarding Solid Waste Collectors.

9. Reports

a. Fire Department - October 2025

Fire Chief Strunk reported that the new fire truck has been delivered and the firefighters will be training on it. He also reported on the brush truck the department received with grant funds.

b. Community Development/Inspection - Code Violation Summary October 2025

c. Community Development/Inspection – Permit Summary October 2025

d. Convention & Visitors Bureau –October 2025

e. Transient Guest Tax Report

f. Police Department – October 2025

Police Chief Wilkins reported that a “Life Saving” award will be presented to a citizen for her performing the Heimlich Maneuver on a ten-year-old child at a bus stop. The Police Department participated in a “Pack a Police Car” event that was very successful, we collected a little over \$400 and a full carload of food to donate to Kids in Crisis. He also reported that a new officer started on November 17 and another one will start on December 1st, both are not certified and will go to the academy in late January.

g. Public Works –October 2025

Public Works Director Anderson reported that work has begun at the Wastewater Treatment Plant. We did get our LSLI information returned to KDHE that is required annually. Public Works staff has been busy getting Christmas decorations put up and finishing up projects before the weather hits.

10. Recess of Regular Meeting

- a. Consider a motion to recess the November 24, 2025, City Commission Meeting.**

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to recess the November 10, 2025, City Commission Meeting at 5:48 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin at 5:53 pm.

City Commission Study Session

1. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:53 pm.

2. November 24, 2025, City Commission Study Session Agenda

- a. Review and Discussion of Extraterritorial Water and Sewer Connections.
- b. Review and Discussion of City Code References to “City Engineer”.
- c. Discussion Clarifying the City’s Agenda Structure and Study Session Purpose.

3. Adjournment

- a. Consider a motion to adjourn the November 24, 2025, City Commission Meeting**

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to adjourn the November 24, 2025, City Commission Meeting at 6:39 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

UNAPPROVED

CITY OF ABILENE ACCOUNTS PAYABLE

APPROPRIATION ORDINANCE A-120825-25

11/21/2025 - 12/02/2025

Fund #	Fund Name	Amount
01	GENERAL FUND	\$ 38,252.24
02	WATER FUND	\$ 9,598.56
03	RECYCLING FUND	\$ 2,096.97
04	SEWER FUND	\$ 5,677.36
05	AIRPORT FUND	\$ 461.82
06	BOND & INTEREST	\$ -
07	FIRE APPARATUS FUND	\$ -
08	SPECIAL PARKS & RECREATION	\$ -
09	SPECIAL ALCOHOL & DRUG FUND	\$ -
10	SELF-INSURED HEALTH ACCOUNT	\$ -
11	LIBRARY FUND	\$ -
13	TOURISM & CONVENTION FUND	\$ 11,772.44
14	SPECIAL STREET FUND	\$ 256.00
15	RECREATION COMMISSION	\$ 1,612.61
18	CAPITAL IMPROVEMENT PLAN	\$ -
20	EQUIPMENT RESERVE FUND	\$ -
24	FRIENDS OF THE PARK	\$ -
27	STORM DRAINAGE	\$ 2,000.00
28	EQUIPMENT RESERVE - WATER	\$ -
29	EQUIPMENT RESERVE - SEWER	\$ -
32	PUBLIC BUILDING COMMISSION	\$ -
35	SALES TAX - RECREATION FACILITIES	\$ -
36	SPECIAL REVENUE - LIB/POOL	\$ -
37	SALES TAX - STREET MAINTENANCE	\$ -
38	CID SALES TAX FUND	\$ 20,787.07
39	RURAL HOUSING INCENTIVE DISTRICT	\$ -
40	INDUSTRIAL PARK EXPANSION	\$ 12,400.17
41	CCLIP - BUCKEYE PROJECT	\$ -
44	KS FIGHTS ADDICTION FUND	\$ -
46	LAND BANK FUND	\$ -
47	SISTER CITY SCHOLARSHIP FUND	\$ -
48	TREE BOARD PROGRAM	\$ -
50	MUNICIPAL COURT BONDS	\$ -
TOTALS		\$ 104,915.24



Abilene, KS

Payment Register

APPKT00734 - BILLS 112625

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000699</u>	CATLETT AUTOMOTIVE INC					45.98
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 1045 ULYSSES, Kansas 67880		11/25/2025	45.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>227474</u>	THREADLOCK	11/24/2025	11/26/2025	0.00	45.98	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2					259.58
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 88005		11/25/2025	259.58	
		CHICAGO, Illinois 60680-1005				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4250761880</u>	UNIFORM SERVICE WTP	11/21/2025	11/26/2025	0.00	57.33 •	
<u>4250772328</u>	UNIFORM SERVICE WWTP	11/21/2025	11/26/2025	0.00	46.99 ♦	
<u>4250772389</u>	UNIFORM SERVICE PW	11/21/2025	11/26/2025	0.00	155.26 ,	

Vendor Number	Vendor Name					Total Vendor Amount
3200	COMMUNITY FOUNDATION OF DICKINSON COUNTY IN					300.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		DK CO CEO OPERATING PO BOX 735 ABILENE, Kansas 67410		11/25/2025	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 112425	COWTOWN CHRISTMAS LIGHT SHOWDOWN - MAYOR'S C	11/24/2025	11/26/2025	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
4265	DK CTY EMS					412.12
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		1001 N BRADY, STE 1 ABILENE, Kansas 67410		11/25/2025	412.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 102725	GLAVIN DESTNE	10/27/2025	11/26/2025	0.00	412.12	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01226</u>	FLINT HILLS NEUROPSYCHOLOGY					400.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		512 POYNTZ AVE STE 110 MANHATTAN, Kansas 66502-6040		11/25/2025	400.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 111125</u>	KONNOR WEBER LEO	11/11/2025	11/26/2025	0.00	400.00	

Vendor Number	Vendor Name					Total Vendor Amount
999846	GALLS, LLC					216.48
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 505614		11/25/2025	216.48	
		ST. LOUIS, Missouri 63150-5614				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
33052485	BELTS #206	11/04/2025	11/26/2025	0.00	94.28	
33097798	WOEMES TACTICAL PANTS #206	11/08/2025	11/26/2025	0.00	122.20	

Payment Register

APPKT00734 - BILLS 112625

Vendor Number	Vendor Name				Total Vendor Amount	
13200	HOSPITAL DISTRICT #1 OF DICKINSON COUNTY KANSAS				567.08	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 69		11/25/2025	567.08	
		ABILENE, Kansas 67410				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
GLAVINE DESTNE D 110425	DESTNE D GLAVIN		11/04/2025	11/26/2025	0.00	153.56
STM 102525	PRISONER CARE		10/25/2025	11/26/2025	0.00	98.48
STM 102625	DESTNE D GLAVIN		10/26/2025	11/26/2025	0.00	270.26
STM 102725	PRISONER CARE		10/27/2025	11/26/2025	0.00	44.78
Vendor Number	Vendor Name				Total Vendor Amount	
1000210	INSIGHT PUBLIC SAFETY				650.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		AND FORENSIC CONSULTING		11/25/2025	650.00	
		LLC				
		6201 COLLEGE BLVD, STE 410				
		OVERLAND PARK, Kansas 66211				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
2346	NEW HIRE EVALUATION HUNTLEY		11/12/2025	11/26/2025	0.00	650.00
Vendor Number	Vendor Name				Total Vendor Amount	
1000435	INVORG INC				1,422.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		DBA MUNILOGIC		11/25/2025	1,422.00	
		1515 MARKET STREET, STE 1200				
		PHILADELPHIA, Pennsylvania 19102				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
1969	MONTHLY SOFTWARE SUBSCRIPTION		12/01/2025	11/26/2025	0.00	1,422.00
Vendor Number	Vendor Name				Total Vendor Amount	
VEN01220	JON QUINDAY				7,000.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		515 W 5TH ST		11/25/2025	7,000.00	
		RUSSELL, Kansas 67665				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
STM 112025	INTERIM CITY MANAGER WEEK NOV 17 TO NOV 24, 2025		11/20/2025	11/26/2025	0.00	7,000.00
Vendor Number	Vendor Name				Total Vendor Amount	
1350	KAP PHILLIPS CO				90.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		106 N SPRUCE		11/25/2025	90.00	
		ABILENE, Kansas 67410				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
15853	MONTHLY RODENT SERVICE		10/30/2025	11/26/2025	0.00	90.00
Vendor Number	Vendor Name				Total Vendor Amount	
1000410	KEATING, TRACY				250.00	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		902 NORTHWEST AVE		11/25/2025	250.00	
		JUNCTION CITY, Kansas 66441				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
STM 112425	MAYOR'S HOLIDAY TREE LIGHTING (SANTA)		11/24/2025	11/26/2025	0.00	250.00
Vendor Number	Vendor Name				Total Vendor Amount	
19770	KS TREASURER				1,306.47	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		900 SW JACKSON, SUITE 201		11/25/2025	1,306.47	
		TOPEKA, Kansas 66612-1235				
Payable Number	Description		Payable Date	Due Date	Discount Amount	Payable Amount
STM 093025	MUNICIPAL COURT REVENUE SEPT 2025		09/30/2025	11/26/2025	0.00	681.64
STM 103125	MUNICIPAL COURT REVENUE OCT 2025		10/31/2025	11/26/2025	0.00	624.83

Payment Register

APPKT00734 - BILLS 112625

Vendor Number	Vendor Name	Total Vendor Amount			
<u>23110</u>	LUMBER HOUSE TRUE VALUE	75.00			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		1903 N BUCKEYE ABILENE, Kansas 67410	11/25/2025	75.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2511-053843</u>	CAUTION TAPE	11/05/2025	11/26/2025	0.00	6.99 *
<u>2511-057338</u>	ROPE & LYNCH PIN	11/17/2025	11/26/2025	0.00	40.75 *
<u>2511-058043</u>	STICK YARD	11/19/2025	11/26/2025	0.00	5.29 *
<u>2511-058455</u>	SCOURING STICK/PINE-SOL, DIST WATER	11/21/2025	11/26/2025	0.00	21.97 *

Vendor Number	Vendor Name	Total Vendor Amount			
<u>14160</u>	NAVRAT'S INC	194.60			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX N EMPORIA, Kansas 66801-7352	11/25/2025	194.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>253871-00</u>	2026 DOG TAGS	10/09/2025	11/26/2025	0.00	194.60

Vendor Number	Vendor Name	Total Vendor Amount			
<u>14860</u>	OLSSON	256.00			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		601 P ST STE 200 PO BOX 84608 LINCOLN, Nebraska 68501-4608	11/25/2025	256.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>559764</u>	HOURLY GENERAL ENGINEERING	11/19/2025	11/26/2025	0.00	256.00

Vendor Number	Vendor Name	Total Vendor Amount			
<u>16021</u>	PACE ANALYTICAL SERVICES, INC	521.10			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056	11/25/2025	521.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2560238117</u>	EFFLUENT-COMP	11/19/2025	11/26/2025	0.00	521.10

Vendor Number	Vendor Name	Total Vendor Amount			
<u>16195</u>	PIONEER FARM & RANCH SPLY, INC	188.85			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		PO BOX 309 ABILENE, Kansas 67410	11/25/2025	188.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>10688</u>	TIE DOWN STRAP	11/17/2025	11/26/2025	0.00	99.96 *
<u>10801</u>	ELECTRIC FENCE WIRE	11/20/2025	11/26/2025	0.00	29.99 *
<u>10810</u>	T POST	11/21/2025	11/26/2025	0.00	58.90 *

Vendor Number	Vendor Name	Total Vendor Amount			
<u>18017</u>	R E PEDROTTI CO, INC	505.70			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		5855 BEVERLY AVE, STE A MISSION, Kansas 66202	11/25/2025	505.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>18385</u>	6 PORT SWITCH	11/24/2025	11/26/2025	0.00	505.70

Vendor Number	Vendor Name	Total Vendor Amount			
<u>VEN01204</u>	RFBOARDING	150.00			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount	
Check		2231 DEER ROAD ABILENE, Kansas 67410	11/25/2025	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>103</u>	BOARDING 6 DAYS	11/24/2025	11/26/2025	0.00	150.00

Payment Register

APPKT00734 - BILLS 112625

Vendor Number	Vendor Name					Total Vendor Amount
<u>12012</u>	ROASTER JOES, INC					68.19
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		8225 W IRVING ST WICHITA, Kansas 67209		11/25/2025	68.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2064 3482614</u>	COFFEE	11/19/2025	11/26/2025	0.00	68.19	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999978</u>	ROLLER-WEEKS, JULIE					206.99
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		CITY BUILDING		11/25/2025	206.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112125</u>	KS TOURISM & NORTH CENTRAL KS TOURISM MEETING N	11/21/2025	11/26/2025	0.00	206.99	
Vendor Number	Vendor Name					Total Vendor Amount
<u>21050</u>	UTILITY SERVICE CO, INC					750.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 207362 DALLAS, Texas 75320-7362		11/25/2025	750.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>637427</u>	ROV INSPECTION	11/12/2025	11/26/2025	0.00	750.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>22016</u>	VISA - UMB CVB					7,308.10
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		CARD SERVICES PO BOX 875852 KANSAS CITY, Missouri 64187-5852		11/25/2025	7,308.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 110225 CVB</u>	OCT 2025 CC CHARGES	11/02/2025	11/26/2025	0.00	7,308.10	
Vendor Number	Vendor Name					Total Vendor Amount
<u>22011</u>	VISA - UMB POLICE DEPT					2,060.35
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		CARD CENTER PO BOX 875852 KANSAS CITY, Missouri 64187-5852		11/25/2025	2,060.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 110225 APD</u>	OCT 2025 CC CHARGES	11/02/2025	11/26/2025	0.00	2,060.35	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000852</u>	XEROX FINANCIAL SERVICES					31.17
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 13604 PHILADELPHIA, Pennsylvania 19101-3604		11/25/2025	31.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>41134942</u>	CONTRACT PAYMENT COPIER	11/01/2025	11/26/2025	0.00	31.17	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	38	26	0.00	25,235.76
Packet Totals:		38	26	0.00	25,235.76

Kb
11/26/25

[Signature]
11/25/2025

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-25,235.76
Packet Totals:		-25,235.76



Abilene, KS

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00733 - BILLS 112625 KE

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

Vendor: 1000699 - CATLETT AUTOMOTIVE INC**Vendor Total:** **45.98**

227474 Invoice 11/26/2025 11/24/2025 11/26/2025 11/24/2025 45.98 0.00 0.00 0.00 45.98
THREADLOCK AP Checking - Gen - AP Checking - General No

Payable Address: PO BOX 1045
ULYSSES, Kansas 67880

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
THREADLOCK Distributions	NA	0.00	0.00	45.98	0.00	0.00	0.00	45.98

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-001-520610</u>	BUILDING MAINTENANCE		15.33	33.34%
<u>002-024-520610</u>	BUILDING MAINTENANCE		15.33	33.34%
<u>004-043-520610</u>	BUILDING MAINTENANCE		15.32	33.32%

Vendor: 1000192 - CINTAS CORP NO. 2**Vendor Total:** **259.58**

4250761880 Invoice 11/26/2025 11/21/2025 11/26/2025 11/21/2025 57.33 0.00 0.00 0.00 57.33
UNIFORM SERVICE WTP AP Checking - Gen - AP Checking - General No

Payable Address: PO BOX 88005
CHICAGO, Illinois 60680-1005

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIFORM SERVICE WTP Distributions	NA	0.00	0.00	57.33	0.00	0.00	0.00	57.33

Account Number	Account Name	Project Account Key	Amount	Percent
<u>002-023-521150</u>	UNIFORMS & ALTERATIONS		57.33	100.00%

4250772328 Invoice 11/26/2025 11/21/2025 11/26/2025 11/21/2025 46.99 0.00 0.00 0.00 46.99
UNIFORM SERVICE WWTP AP Checking - Gen - AP Checking - General No

Payable Address: PO BOX 88005
CHICAGO, Illinois 60680-1005

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIFORM SERVICE WWTP Distributions	NA	0.00	0.00	46.99	0.00	0.00	0.00	46.99

Account Number	Account Name	Project Account Key	Amount	Percent
<u>004-042-521150</u>	UNIFORMS & ALTERATIONS		46.99	100.00%

4250772389 Invoice 11/26/2025 11/21/2025 11/26/2025 11/21/2025 155.26 0.00 0.00 0.00 155.26
UNIFORM SERVICE PW AP Checking - Gen - AP Checking - General No

Payable Address: PO BOX 88005
CHICAGO, Illinois 60680-1005

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIFORM SERVICE PW Distributions	NA	0.00	0.00	155.26	0.00	0.00	0.00	155.26

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-004-521150</u>	UNIFORMS & ALTERATIONS		72.73	46.84%
<u>001-005-521150</u>	UNIFORMS & ALTERATIONS		19.19	12.36%
<u>002-022-521150</u>	UNIFORMS & ALTERATIONS		32.80	21.13%
<u>004-041-521150</u>	UNIFORMS & ALTERATIONS		23.75	15.30%
<u>001-001-521150</u>	UNIFORMS & ALTERATIONS		2.27	1.46%
<u>001-001-521150</u>	UNIFORMS & ALTERATIONS		2.26	1.46%
<u>002-024-521150</u>	UNIFORMS & ALTERATIONS		2.26	1.46%

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

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

Vendor: 3200 - COMMUNITY FOUNDATION OF DICKINSON COUNTY INC

Vendor Total: 300.00

STM 112425	Invoice	11/26/2025	11/24/2025	11/26/2025	11/24/2025	300.00	0.00	0.00	0.00	300.00
COWTOWN CHRISTMAS LIGHT SHOWDOWN - MAYOR'S CHOICE										
AP Checking - Gen - AP Checking - General						No				

Payable Address: DK CO CEO OPERATING
PO BOX 735
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
COWTOWN CHRISTMAS LIGHT SHOWDOWN - MAYOR'S CHOICE	NA	0.00	0.00	300.00	0.00	0.00	0.00	300.00
Distributions								

Account Number	Account Name	Project Account Key	Amount	Percent
001-015-520710	CIVIC CENTER MAINTENANCE		300.00	100.00%

Vendor: 4265 - DK CTY EMS

Vendor Total: 412.12

STM 102725	Invoice	11/26/2025	10/27/2025	11/26/2025	10/27/2025	412.12	0.00	0.00	0.00	412.12
GLAVIN DESTNE										
AP Checking - Gen - AP Checking - General						No				

Payable Address: 1001 N BRADY, STE 1
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GLAVIN DESTNE	NA	0.00	0.00	412.12	0.00	0.00	0.00	412.12
Distributions								

Account Number	Account Name	Project Account Key	Amount	Percent
001-012-520960	PRISONER CARE		412.12	100.00%

Vendor: VEN01226 - FLINT HILLS NEUROPSYCHOLOGY

Vendor Total: 400.00

STM 111125	Invoice	11/26/2025	11/11/2025	11/26/2025	11/11/2025	400.00	0.00	0.00	0.00	400.00
KONNOR WEBER LEO										
AP Checking - Gen - AP Checking - General						No				

Payable Address: 512 POYNTZ AVE STE 110
MANHATTAN, Kansas 66502-6040

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
KONNOR WEBER LEO	NA	0.00	0.00	400.00	0.00	0.00	0.00	400.00
Distributions								

Account Number	Account Name	Project Account Key	Amount	Percent
001-002-520425	PHYSICAL/DRUG SCREEN/BACKGR...		400.00	100.00%

Vendor: 999846 - GALLS, LLC

Vendor Total: 216.48

33052485	Invoice	11/26/2025	11/4/2025	11/26/2025	11/4/2025	94.28	0.00	0.00	0.00	94.28
BELTS #206										
AP Checking - Gen - AP Checking - General						No				

Payable Address: PO BOX 505614
ST. LOUIS, Missouri 63150-5614

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BELTS #206	NA	0.00	0.00	94.28	0.00	0.00	0.00	94.28
Distributions								

Account Number	Account Name	Project Account Key	Amount	Percent
001-002-521150	UNIFORMS & ALTERATIONS		94.28	100.00%

33097798	Invoice	11/26/2025	11/8/2025	11/26/2025	11/8/2025	122.20	0.00	0.00	0.00	122.20
WOEMES TACTICAL PANTS #206										
AP Checking - Gen - AP Checking - General						No				

Payable Address: PO BOX 505614
ST. LOUIS, Missouri 63150-5614

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WOEMES TACTICAL PANTS #206	NA		0.00	0.00	122.20	0.00	0.00	0.00	122.20	
Distributions										
Account Number	Account Name	Project	Account Key	Amount	Percent					
001-002-521150	UNIFORMS & ALTERATIONS			122.20	100.00%					

Vendor: 13200 - HOSPITAL DISTRICT #1 OF DICKINSON COUNTY KANSAS

Vendor Total: 567.08

GLAVINE DESTNE D 110425	Invoice	11/26/2025	11/4/2025	11/26/2025	11/4/2025	153.56	0.00	0.00	0.00	153.56
DESTNE D GLAVIN		AP Checking - Gen	- AP Checking - General	No						

Payable Address: PO BOX 69
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DESTNE D GLAVIN	NA	0.00	0.00	153.56	0.00	0.00	0.00	153.56
Distributions								
Account Number	Account Name	Project	Account Key	Amount	Percent			
001-012-520960	PRISONER CARE			153.56	100.00%			

STM 102525	Invoice	11/26/2025	10/25/2025	11/26/2025	10/25/2025	98.48	0.00	0.00	0.00	98.48
PRISONER CARE		AP Checking - Gen	- AP Checking - General	No						

Payable Address: PO BOX 69
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PRISONER CARE	NA	0.00	0.00	98.48	0.00	0.00	0.00	98.48
Distributions								
Account Number	Account Name	Project	Account Key	Amount	Percent			
001-012-520960	PRISONER CARE			98.48	100.00%			

STM 102625	Invoice	11/26/2025	10/26/2025	11/26/2025	10/26/2025	270.26	0.00	0.00	0.00	270.26
DESTNE D GLAVIN		AP Checking - Gen	- AP Checking - General	No						

Payable Address: PO BOX 69
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DESTNE D GLAVIN	NA	0.00	0.00	270.26	0.00	0.00	0.00	270.26
Distributions								
Account Number	Account Name	Project	Account Key	Amount	Percent			
001-012-520960	PRISONER CARE			270.26	100.00%			

STM 102725	Invoice	11/26/2025	10/27/2025	11/26/2025	10/27/2025	44.78	0.00	0.00	0.00	44.78
PRISONER CARE		AP Checking - Gen	- AP Checking - General	No						

Payable Address: PO BOX 69
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PRISONER CARE	NA	0.00	0.00	44.78	0.00	0.00	0.00	44.78
Distributions								
Account Number	Account Name	Project	Account Key	Amount	Percent			
001-012-520960	PRISONER CARE			44.78	100.00%			

Vendor: 1000210 - INSIGHT PUBLIC SAFETY

Vendor Total: 650.00

2346	Invoice	11/26/2025	11/12/2025	11/26/2025	11/12/2025	650.00	0.00	0.00	0.00	650.00
NEW HIRE EVALUATION HUNTLEY		AP Checking - Gen	- AP Checking - General	No						

Payable Address: AND FORENSIC CONSULTING
LLC
6201 COLLEGE BLVD, STE 410
OVERLAND PARK, Kansas 66211

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NEW HIRE EVALUATION HUNTLEY Distributions	NA		0.00	0.00	650.00	0.00	0.00	0.00	650.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520425	PHYSICAL/DRUG SCREEN/BACKGR...		650.00	100.00%						

Vendor: 1000435 - INVORG INC

Vendor Total: 1,422.00

1969	Invoice	11/26/2025	12/1/2025	11/26/2025	12/1/2025	1,422.00	0.00	0.00	0.00	1,422.00
MONTHLY SOFTWARE SUBSCRIPTION	AP Checking - Gen - AP Checking - General	No								

Payable Address: DBA MUNILOGIC
1515 MARKET STREET, STE 1200
PHILADELPHIA, Pennsylvania 19102

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
MONTHLY SOFTWARE SUBSCRIPTION Distributions	NA	0.00	0.00	1,422.00	0.00	0.00	0.00	1,422.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
001-011-520705	SOFTWARE SUBSCRIPTIONS		1,422.00	100.00%					

Vendor: VEN01220 - JON QUINDAY

Vendor Total: 7,000.00

STM 112025	Invoice	11/26/2025	11/20/2025	11/26/2025	11/20/2025	7,000.00	0.00	0.00	0.00	7,000.00
INTERIM CITY MANAGER WEEK NOV 17 TO NOV 24, 2025	AP Checking - Gen - AP Checking - General	No								

Payable Address: 515 W 5TH ST
RUSSELL, Kansas 67665

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
INTERIM CITY MANAGER WEEK NOV 17 TO NOV 24, 2025 Distributions	NA	0.00	0.00	7,000.00	0.00	0.00	0.00	7,000.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
001-001-520700	RENT/CONTRACTS/AGREEMENTS		7,000.00	100.00%					

Vendor: 1350 - KAP PHILLIPS CO

Vendor Total: 90.00

15853	Invoice	11/26/2025	10/30/2025	11/26/2025	10/30/2025	90.00	0.00	0.00	0.00	90.00
MONTHLY RODENT SERVICE	AP Checking - Gen - AP Checking - General	No								

Payable Address: 106 N SPRUCE
ABILENE, Kansas 67410

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
MONTHLY RODENT SERVICE Distributions	NA	0.00	0.00	90.00	0.00	0.00	0.00	90.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
001-015-520710	CIVIC CENTER MAINTENANCE		90.00	100.00%					

Vendor: 1000410 - KEATING, TRACY

Vendor Total: 250.00

STM 112425	Invoice	11/26/2025	11/24/2025	11/26/2025	11/24/2025	250.00	0.00	0.00	0.00	250.00
MAYOR'S HOLIDAY TREE LIGHTING (SANTA)	AP Checking - Gen - AP Checking - General	No								

Payable Address: 902 NORTHWEST AVE
JUNCTION CITY, Kansas 66441

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
MAYOR'S HOLIDAY TREE LIGHTING (SANTA) Distributions	NA	0.00	0.00	250.00	0.00	0.00	0.00	250.00	
Account Number	Account Name	Project Account Key	Amount	Percent					
001-015-520710	CIVIC CENTER MAINTENANCE		250.00	100.00%					

Vendor: 19770 - KS TREASURER

Vendor Total: 1,306.47

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
STM 093025	Invoice	11/26/2025	9/30/2025	11/26/2025	9/30/2025	681.64	0.00	0.00	0.00	681.64
MUNICIPAL COURT REVENUE SEPT 2025	AP Checking - Gen	AP Checking - General			No					
Payable Address: 900 SW JACKSON, SUITE 201 TOPEKA, Kansas 66612-1235										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
MUNICIPAL COURT REVENUE SEPT 2025	NA	0.00	0.00	681.64	0.00	0.00	0.00	681.64		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-012-520810	STATE FEES				681.64	100.00%				
STM 103125	Invoice	11/26/2025	10/31/2025	11/26/2025	10/31/2025	624.83	0.00	0.00	0.00	624.83
MUNICIPAL COURT REVENUE OCT 2025	AP Checking - Gen	AP Checking - General			No					
Payable Address: 900 SW JACKSON, SUITE 201 TOPEKA, Kansas 66612-1235										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
MUNICIPAL COURT REVENUE OCT 2025	NA	0.00	0.00	624.83	0.00	0.00	0.00	624.83		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-012-520810	STATE FEES				624.83	100.00%				
Vendor: 23110 - LUMBER HOUSE TRUE VALUE										
									Vendor Total:	75.00
2511-053843	Invoice	11/26/2025	11/5/2025	11/26/2025	11/5/2025	6.99	0.00	0.00	0.00	6.99
CAUTION TAPE	AP Checking - Gen	AP Checking - General			No					
Payable Address: 1903 N BUCKEYE ABILENE, Kansas 67410										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CAUTION TAPE	NA	0.00	0.00	6.99	0.00	0.00	0.00	6.99		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
002-022-521080	TOOLS & MINOR EQUIPMENT				6.99	100.00%				
2511-057338	Invoice	11/26/2025	11/17/2025	11/26/2025	11/17/2025	40.75	0.00	0.00	0.00	40.75
ROPE & LYNCH PIN	AP Checking - Gen	AP Checking - General			No					
Payable Address: 1903 N BUCKEYE ABILENE, Kansas 67410										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ROPE & LYNCH PIN	NA	0.00	0.00	40.75	0.00	0.00	0.00	40.75		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-004-521080	TOOLS & MINOR EQUIPMENT				40.75	100.00%				
2511-058043	Invoice	11/26/2025	11/19/2025	11/26/2025	11/19/2025	5.29	0.00	0.00	0.00	5.29
STICK YARD	AP Checking - Gen	AP Checking - General			No					
Payable Address: 1903 N BUCKEYE ABILENE, Kansas 67410										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
STICK YARD	NA	0.00	0.00	5.29	0.00	0.00	0.00	5.29		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
002-023-520610	BUILDING MAINTENANCE				5.29	100.00%				
2511-058455	Invoice	11/26/2025	11/21/2025	11/26/2025	11/21/2025	21.97	0.00	0.00	0.00	21.97
SCOURING STICK/PINE-SOL, DIST WATER	AP Checking - Gen	AP Checking - General			No					
Payable Address: 1903 N BUCKEYE ABILENE, Kansas 67410										

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SCOURING STICK/PINE-SOL, DIST WATER	NA		0.00	0.00	21.97	0.00	0.00	0.00	21.97	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>002-023-521040</u>	JANITORIAL SUPPLIES		21.97	100.00%						

Vendor: 14160 - NAVRAT'S INC

Vendor Total: 194.60

<u>253871-00</u>	Invoice	11/26/2025	10/9/2025	11/26/2025	10/9/2025	194.60	0.00	0.00	0.00	194.60
2026 DOG TAGS	AP Checking - Gen - AP Checking - General				No					

Payable Address: PO BOX N
EMPORIA, Kansas 66801-7352

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
2026 DOG TAGS	NA	0.00	0.00	194.60	0.00	0.00	0.00	194.60
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>001-001-521010</u>	OFFICE SUPPLIES		64.87	33.34%				
<u>002-024-521010</u>	OFFICE SUPPLIES		64.87	33.34%				
<u>004-043-521010</u>	OFFICE SUPPLIES		64.86	33.33%				

Vendor: 14860 - OLSSON

Vendor Total: 256.00

<u>559764</u>	Invoice	11/26/2025	11/19/2025	11/26/2025	11/19/2025	256.00	0.00	0.00	0.00	256.00
HOURLY GENERAL ENGINEERING	AP Checking - Gen - AP Checking - General				No					

Payable Address: 601 P ST STE 200
PO BOX 84608
LINCOLN, Nebraska 68501-4608

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HOURLY GENERAL ENGINEERING	NA	0.00	0.00	256.00	0.00	0.00	0.00	256.00
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>014-000-520140</u>	ENGINEERING		256.00	100.00%				

Vendor: 16021 - PACE ANALYTICAL SERVICES, INC

Vendor Total: 521.10

<u>2560238117</u>	Invoice	11/26/2025	11/19/2025	11/26/2025	11/19/2025	521.10	0.00	0.00	0.00	521.10
EFFLUENT-COMP	AP Checking - Gen - AP Checking - General				No					

Payable Address: PO BOX 684056
CHICAGO, Illinois 60695-4056

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EFFLUENT-COMP	NA	0.00	0.00	521.10	0.00	0.00	0.00	521.10
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>004-042-520210</u>	LAB ANALYSIS & EQUIPMENT		521.10	100.00%				

Vendor: 16195 - PIONEER FARM & RANCH SPLY, INC

Vendor Total: 188.85

<u>10688</u>	Invoice	11/26/2025	11/17/2025	11/26/2025	11/17/2025	99.96	0.00	0.00	0.00	99.96
TIE DOWN STRAP	AP Checking - Gen - AP Checking - General				No					

Payable Address: PO BOX 309
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
TIE DOWN STRAP	NA	0.00	0.00	99.96	0.00	0.00	0.00	99.96
Distributions								
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>001-004-521080</u>	TOOLS & MINOR EQUIPMENT		99.96	100.00%				

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
<u>10801</u>	Invoice	11/26/2025	11/20/2025	11/26/2025	11/20/2025	29.99	0.00	0.00	0.00	29.99
ELECTRIC FENCE WIRE	AP Checking - Gen -	AP Checking - General			No					

Payable Address: PO BOX 309
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ELECTRIC FENCE WIRE Distributions	NA	0.00	0.00	29.99	0.00	0.00	0.00	29.99

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-004-520970</u>	MISCELLANEOUS SERVICES		29.99	100.00%

<u>10810</u>	Invoice	11/26/2025	11/21/2025	11/26/2025	11/21/2025	58.90	0.00	0.00	0.00	58.90
T POST	AP Checking - Gen -	AP Checking - General			No					

Payable Address: PO BOX 309
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
T POST Distributions	NA	0.00	0.00	58.90	0.00	0.00	0.00	58.90

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-004-520970</u>	MISCELLANEOUS SERVICES		58.90	100.00%

Vendor: 18017 - R E PEDROTTI CO, INC

Vendor Total: 505.70

<u>18385</u>	Invoice	11/26/2025	11/24/2025	11/26/2025	11/24/2025	505.70	0.00	0.00	0.00	505.70
6 PORT SWITCH	AP Checking - Gen -	AP Checking - General			No					

Payable Address: 5855 BEVERLY AVE, STE A
MISSION, Kansas 66202

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
6 PORT SWITCH Distributions	NA	0.00	0.00	505.70	0.00	0.00	0.00	505.70

Account Number	Account Name	Project Account Key	Amount	Percent
<u>004-042-520620</u>	EQUIPMENT REPAIR & MAINTENAN...		505.70	100.00%

Vendor: VEN01204 - RFBOARDING

Vendor Total: 150.00

<u>103</u>	Invoice	11/26/2025	11/24/2025	11/26/2025	11/24/2025	150.00	0.00	0.00	0.00	150.00
BOARDING 6 DAYS	AP Checking - Gen -	AP Checking - General			No					

Payable Address: 2231 DEER ROAD
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BOARDING 6 DAYS Distributions	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-002-520920</u>	ANIMAL CARE		150.00	100.00%

Vendor: 12012 - ROASTER JOES, INC

Vendor Total: 68.19

<u>2064 3482614</u>	Invoice	11/26/2025	11/19/2025	11/26/2025	11/19/2025	68.19	0.00	0.00	0.00	68.19
COFFEE	AP Checking - Gen -	AP Checking - General			No					

Payable Address: 8225 W IRVING ST
WICHITA, Kansas 67209

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
COFFEE Distributions	NA	0.00	0.00	68.19	0.00	0.00	0.00	68.19

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-001-520970</u>	MISCELLANEOUS SERVICES		22.73	33.33%
<u>002-024-520970</u>	MISCELLANEOUS SERVICES		22.73	33.33%
<u>004-043-520970</u>	MISCELLANEOUS SERVICES		22.73	33.33%

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

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

Vendor: 999978 - ROLLER-WEEKS, JULIE

Vendor Total: 206.99

STM 112125	Invoice	11/26/2025	11/21/2025	11/26/2025	11/21/2025	206.99	0.00	0.00	0.00	206.99
KS TOURISM & NORTH CENTRAL KS TOURISM MEETING MILE	AP Checking - Gen		AP Checking - General		No					

Payable Address: CITY BUILDING

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
KS TOURISM & NORTH CENTRAL KS TOURISM MEETING MILE	NA	0.00	0.00	206.99	0.00	0.00	0.00	206.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
013-131-520270	TRAINING		206.99	100.00%

Vendor: 21050 - UTILITY SERVICE CO, INC

Vendor Total: 750.00

637427	Invoice	11/26/2025	11/12/2025	11/26/2025	11/12/2025	750.00	0.00	0.00	0.00	750.00
ROV INSPECTION	AP Checking - Gen		AP Checking - General		No					

Payable Address: PO BOX 207362
DALLAS, Texas 75320-7362

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ROV INSPECTION	NA	0.00	0.00	750.00	0.00	0.00	0.00	750.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
002-023-520610	BUILDING MAINTENANCE		750.00	100.00%

Vendor: 22016 - VISA - UMB CVB

Vendor Total: 7,308.10

STM 110225 CVB	Invoice	11/26/2025	11/2/2025	11/26/2025	11/2/2025	7,308.10	0.00	0.00	0.00	7,308.10
OCT 2025 CC CHARGES	AP Checking - Gen		AP Checking - General		No					

Payable Address: CARD SERVICES
PO BOX 875852
KANSAS CITY, Missouri 64187-5852

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BREAKFAST @ TBEX	NA	0.00	0.00	9.06	0.00	0.00	0.00	9.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
013-131-520270	TRAINING		9.06	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BLOG ASSISTANCE	NA	0.00	0.00	20.00	0.00	0.00	0.00	20.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
013-131-520910	DUES/SUBSCRIPTIONS/PUBLICATIO...		20.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GROUP DINNER @ TBEX CONF	NA	0.00	0.00	44.63	0.00	0.00	0.00	44.63

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
013-131-520270	TRAINING		44.63	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PRESENTATION HANDOUT REFUNDED	NA	0.00	0.00	75.76	0.00	0.00	0.00	75.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
013-131-520740	PROMOTIONS/ADS/MARKETING		75.76	100.00%

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BREAKFAST @ TBEX Distributions	NA		0.00	0.00	9.06	0.00	0.00	0.00	9.06	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520270	TRAINING		9.06	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LODGING @ TBEX Distributions	NA		0.00	0.00	331.10	0.00	0.00	0.00	331.10	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520270	TRAINING		331.10	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
TBEX FAM TOUR Distributions	NA		0.00	0.00	336.41	0.00	0.00	0.00	336.41	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-530260	SPECIAL PROJECTS		336.41	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
POSTAGE VISITOR REQUESTS Distributions	NA		0.00	0.00	9.18	0.00	0.00	0.00	9.18	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520220	POSTAGE & METER RENTAL		9.18	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
POSTAGE MAIL VISITOR REQUESTS Distributions	NA		0.00	0.00	16.25	0.00	0.00	0.00	16.25	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520220	POSTAGE & METER RENTAL		16.25	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REFUND Distributions	NA		0.00	0.00	-75.76	0.00	0.00	0.00	-75.76	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520740	PROMOTIONS/ADS/MARKETING		-75.76	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
KS TOURISM CONF Distributions	NA		0.00	0.00	58.96	0.00	0.00	0.00	58.96	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520740	PROMOTIONS/ADS/MARKETING		58.96	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SEPT OCT BILLBOARD RENT Distributions	NA		0.00	0.00	4,789.50	0.00	0.00	0.00	4,789.50	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520721	SIGN ADVERTISING		4,789.50	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
POSTAGE MAIL VISITOR REQUESTS Distributions	NA		0.00	0.00	28.53	0.00	0.00	0.00	28.53	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520220	POSTAGE & METER RENTAL		28.53	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CHOCOLATE FOR WELCOME BAGS Distributions	NA		0.00	0.00	40.91	0.00	0.00	0.00	40.91	
Account Number	Account Name	Project Account Key	Amount	Percent						
013-131-520740	PROMOTIONS/ADS/MARKETING		40.91	100.00%						

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CLEANING SUPPLIES Distributions	NA	0.00	0.00	37.29	0.00	0.00	0.00	37.29		
Account Number 001-015-521040	Account Name JANITOR SUPPLIES	Project Account Key		Amount 37.29	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
KS TOURISM CONF Distributions	NA	0.00	0.00	96.08	0.00	0.00	0.00	96.08		
Account Number 013-131-520270	Account Name TRAINING	Project Account Key		Amount 96.08	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
THE REAL IKE BOOKS Distributions	NA	0.00	0.00	447.34	0.00	0.00	0.00	447.34		
Account Number 013-131-520741	Account Name GIFT SHOP EXPENSE	Project Account Key		Amount 447.34	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
POSTAGE MAIL VISITOR REQUESTS Distributions	NA	0.00	0.00	14.14	0.00	0.00	0.00	14.14		
Account Number 013-131-520220	Account Name POSTAGE & METER RENTAL	Project Account Key		Amount 14.14	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
TIAK SILENT AUCTION Distributions	NA	0.00	0.00	115.00	0.00	0.00	0.00	115.00		
Account Number 013-131-520740	Account Name PROMOTIONS/ADS/MARKETING	Project Account Key		Amount 115.00	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SOCIAL MEDIA ADS Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00		
Account Number 013-131-520740	Account Name PROMOTIONS/ADS/MARKETING	Project Account Key		Amount 100.00	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SOCIAL MEDIA ADS Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00		
Account Number 013-131-520740	Account Name PROMOTIONS/ADS/MARKETING	Project Account Key		Amount 100.00	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
POSTAGE MAIL VISITOR INFO REQUESTS Distributions	NA	0.00	0.00	127.55	0.00	0.00	0.00	127.55		
Account Number 013-131-520220	Account Name POSTAGE & METER RENTAL	Project Account Key		Amount 127.55	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WLBB WEBSITE DOMAINS Distributions	NA	0.00	0.00	131.54	0.00	0.00	0.00	131.54		
Account Number 013-131-520910	Account Name DUES/SUBSCRIPTIONS/PUBLICATIO...	Project Account Key		Amount 131.54	Percent 100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
POSTAGE MAIL VISITOR REQUESTS Distributions	NA	0.00	0.00	16.40	0.00	0.00	0.00	16.40		
Account Number 013-131-520220	Account Name POSTAGE & METER RENTAL	Project Account Key		Amount 16.40	Percent 100.00%					

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SOCIAL MEDIA ADS Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>013-131-520740</u>	PROMOTIONS/ADS/MARKETING		100.00	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SOCIAL MEDIA ADS Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>013-131-520740</u>	PROMOTIONS/ADS/MARKETING		100.00	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SOCIAL MEDIA ADS Distributions	NA		0.00	0.00	59.31	0.00	0.00	0.00	59.31	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>013-131-520740</u>	PROMOTIONS/ADS/MARKETING		59.31	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CLEANING SUPPLIES Distributions	NA		0.00	0.00	69.86	0.00	0.00	0.00	69.86	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>001-015-521040</u>	JANITOR SUPPLIES		69.86	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SOCIAL MEDIA ADS Distributions	NA		0.00	0.00	100.00	0.00	0.00	0.00	100.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>013-131-520740</u>	PROMOTIONS/ADS/MARKETING		100.00	100.00%						

Vendor: 22011 - VISA - UMB POLICE DEPT

Vendor Total: 2,060.35

STM 110225 APD	Invoice	11/26/2025	11/2/2025	11/26/2025	11/2/2025	2,060.35	0.00	0.00	0.00	2,060.35
OCT 2025 CC CHARGES		AP Checking - Gen	- AP Checking - General	No						

Payable Address: CARD CENTER
PO BOX 875852
KANSAS CITY, Missouri 64187-5852

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NEW BUSINESS CARDS Distributions	NA		0.00	0.00	31.69	0.00	0.00	0.00	31.69	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>001-002-521010</u>	OFFICE SUPPLIES		31.69	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CLOSET HANGER & BELT Distributions	NA		0.00	0.00	173.90	0.00	0.00	0.00	173.90	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>001-002-521150</u>	UNIFORMS & ALTERATIONS		173.90	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BOOTS FOR 212 Distributions	NA		0.00	0.00	500.08	0.00	0.00	0.00	500.08	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>001-002-521150</u>	UNIFORMS & ALTERATIONS		500.08	100.00%						

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
TRAINING OFR 212 Distributions	NA		0.00	0.00	335.00	0.00	0.00	0.00	335.00	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520270	TRAINING		335.00	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPLACE COVER FOR SURFACE TABLET Distributions	NA		0.00	0.00	42.64	0.00	0.00	0.00	42.64	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520600	VEHICLE EXPENSES		42.64	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPLACE COVER FOR SURFACE TABLET CAR 9 Distributions	NA		0.00	0.00	50.64	0.00	0.00	0.00	50.64	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520600	VEHICLE EXPENSES		50.64	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BATTERY FOR APD SERVER UNINTERRUPTED Distributions	NA		0.00	0.00	26.98	0.00	0.00	0.00	26.98	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520600	VEHICLE EXPENSES		26.98	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPAIRS FOR UNIT 11 Distributions	NA		0.00	0.00	216.56	0.00	0.00	0.00	216.56	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-520600	VEHICLE EXPENSES		216.56	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CANDY FOR HALLOWEENE EVENT Distributions	NA		0.00	0.00	74.22	0.00	0.00	0.00	74.22	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-530719	POLICE DEPT DONATION EXPENSE		74.22	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORM PANTS 210 Distributions	NA		0.00	0.00	97.24	0.00	0.00	0.00	97.24	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-521150	UNIFORMS & ALTERATIONS		97.24	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CANDY FOR HALLOWEEN EVENTS Distributions	NA		0.00	0.00	133.20	0.00	0.00	0.00	133.20	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-530719	POLICE DEPT DONATION EXPENSE		133.20	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
WORK BOOTS Distributions	NA		0.00	0.00	140.20	0.00	0.00	0.00	140.20	
Account Number	Account Name	Project Account Key	Amount	Percent						
001-002-521150	UNIFORMS & ALTERATIONS		140.20	100.00%						

Payable Register

Packet: APPKT00733 - BILLS 112625 KE

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

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SINGLE FOLD BATHROOM TOWELS	NA	0.00	0.00	36.88	0.00	0.00	0.00	36.88

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-002-521040	JANITOR SUPPLIES		36.88	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BATTERY FOR UNIT 11	NA	0.00	0.00	201.12	0.00	0.00	0.00	201.12

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-002-520600	VEHICLE EXPENSES		201.12	100.00%

Vendor: 1000852 - XEROX FINANCIAL SERVICES

Vendor Total: 31.17

41134942	Invoice	11/26/2025	11/1/2025	11/26/2025	11/1/2025	31.17	0.00	0.00	0.00	31.17
CONTRACT PAYMENT COPIER		AP Checking - Gen - AP Checking - General				No				

Payable Address: PO BOX 13604
PHILADELPHIA, Pennsylvania 19101-3604

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CONTRACT PAYMENT COPIER	NA	0.00	0.00	31.17	0.00	0.00	0.00	31.17

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-002-520700	RENT/CONTRACTS/AGREEMENTS		31.17	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	38	25,235.76	0.00	0.00	0.00	25,235.76	0.00	25,235.76
Grand Total:		25,235.76	0.00	0.00	0.00	25,235.76	0.00	25,235.76

Account Summary

Account	Name	Amount
<u>001-001-520610</u>	BUILDING MAINTENANCE	15.33
<u>001-001-520700</u>	RENT/CONTRACTS/AGREEMENTS	7,000.00
<u>001-001-520970</u>	MISCELLANEOUS SERVICES	22.73
<u>001-001-521010</u>	OFFICE SUPPLIES	64.87
<u>001-001-521150</u>	UNIFORMS & ALTERATIONS	4.53
<u>001-002-520270</u>	TRAINING	335.00
<u>001-002-520425</u>	PHYSICAL/DRUG SCREEN/BACKGROUND CHECK	1,050.00
<u>001-002-520600</u>	VEHICLE EXPENSES	537.94
<u>001-002-520700</u>	RENT/CONTRACTS/AGREEMENTS	31.17
<u>001-002-520920</u>	ANIMAL CARE	150.00
<u>001-002-521010</u>	OFFICE SUPPLIES	31.69
<u>001-002-521040</u>	JANITOR SUPPLIES	36.88
<u>001-002-521150</u>	UNIFORMS & ALTERATIONS	1,127.90
<u>001-002-530719</u>	POLICE DEPT DONATION EXPENSE	207.42
<u>001-004-520970</u>	MISCELLANEOUS SERVICES	88.89
<u>001-004-521080</u>	TOOLS & MINOR EQUIPMENT	140.71
<u>001-004-521150</u>	UNIFORMS & ALTERATIONS	72.73
<u>001-005-521150</u>	UNIFORMS & ALTERATIONS	19.19
<u>001-011-520705</u>	SOFTWARE SUBSCRIPTIONS	1,422.00
<u>001-012-520810</u>	STATE FEES	1,306.47
<u>001-012-520960</u>	PRISONER CARE	979.20
<u>001-015-520710</u>	CIVIC CENTER MAINTENANCE	640.00
<u>001-015-521040</u>	JANITOR SUPPLIES	107.15
Total:		15,391.80

Account	Name	Amount
<u>002-022-521080</u>	TOOLS & MINOR EQUIPMENT	6.99
<u>002-022-521150</u>	UNIFORMS & ALTERATIONS	32.80
<u>002-023-520610</u>	BUILDING MAINTENANCE	755.29
<u>002-023-521040</u>	JANITORIAL SUPPLIES	21.97
<u>002-023-521150</u>	UNIFORMS & ALTERATIONS	57.33
<u>002-024-520610</u>	BUILDING MAINTENANCE	15.33
<u>002-024-520970</u>	MISCELLANEOUS SERVICES	22.73
<u>002-024-521010</u>	OFFICE SUPPLIES	64.87
<u>002-024-521150</u>	UNIFORMS & ALTERATIONS	2.26
Total:		979.57

Account	Name	Amount
<u>004-041-521150</u>	UNIFORMS & ALTERATIONS	23.75
<u>004-042-520210</u>	LAB ANALYSIS & EQUIPMENT	521.10
<u>004-042-520620</u>	EQUIPMENT REPAIR & MAINTENANCE	505.70
<u>004-042-521150</u>	UNIFORMS & ALTERATIONS	46.99
<u>004-043-520610</u>	BUILDING MAINTENANCE	15.32
<u>004-043-520970</u>	MISCELLANEOUS SERVICES	22.73
<u>004-043-521010</u>	OFFICE SUPPLIES	64.86
Total:		1,200.45

Account	Name	Amount
<u>013-131-520220</u>	POSTAGE & METER RENTAL	212.05
<u>013-131-520270</u>	TRAINING	696.92
<u>013-131-520721</u>	SIGN ADVERTISING	4,789.50
<u>013-131-520740</u>	PROMOTIONS/ADS/MARKETING	774.18
<u>013-131-520741</u>	GIFT SHOP EXPENSE	447.34
<u>013-131-520910</u>	DUES/SUBSCRIPTIONS/PUBLICATIONS	151.54

Account Summary

Account	Name	Amount
<u>013-131-530260</u>	SPECIAL PROJECTS	336.41
Total:		7,407.94

Account	Name	Amount
<u>014-000-520140</u>	ENGINEERING	256.00
Total:		256.00



Abilene, KS

Payment Register

APPKT00738 - BILLS 120225

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2					183.29
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 88005 CHICAGO, Illinois 60680-1005	12/02/2025	183.29		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4251490324</u>	UNIFORM SERVICE	12/01/2025	12/02/2025	0.00	46.99	*
<u>4251490390</u>	UNIFORM SERVICE	12/01/2025	12/02/2025	0.00	136.30	*
Vendor Number	Vendor Name					Total Vendor Amount
<u>3200</u>	COMMUNITY FOUNDATION OF DICKINSON COUNTY IN					5,000.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DK CO CEO OPERATING PO BOX 735 ABILENE, Kansas 67410	12/02/2025	5,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0005333</u>	Civic Center Carpet Cost Share	11/25/2025	11/25/2025	0.00	5,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>4263</u>	DK CTY EDC					15,000.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		203 NW 15TH ABILENE, Kansas 67410	12/02/2025	15,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0005355</u>	DKEDC - YR 4 OF FIVE YEAR PLEDGE	12/02/2025	12/02/2025	0.00	15,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000720</u>	DOWNTOWN DANCE LLC					792.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2322 VANE RD CHAPMAN, Kansas 67431	12/02/2025	792.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 113025</u>	NOVEMBER TUMBLING	11/30/2025	12/02/2025	0.00	792.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000912</u>	GUFFEY PROPERTIES, LLC					2,653.77
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 39 BELLE, Missouri 65013	12/02/2025	2,653.77		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112625</u>	NOV 2025 CID	11/26/2025	12/02/2025	0.00	2,653.77	
Vendor Number	Vendor Name					Total Vendor Amount
<u>8020</u>	HACH COMPANY					4,128.52
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2207 COLLECTIONS CTR DR CHICAGO, Illinois 60693	12/02/2025	4,128.52		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>14758914</u>	LAB SUPPLIES	11/17/2025	12/02/2025	0.00	1,137.00	*
<u>INV0005357</u>	LAB SUPPLIES FOR TESTING PROCESS	12/02/2025	12/02/2025	0.00	2,991.52	*

Payment Register

APPKT00738 - BILLS 120225

Vendor Number	Vendor Name					Total Vendor Amount
<u>999650</u>	KANSAS GAS SERVICE					2,722.03 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 219046 KANSAS CITY, Missouri 64121-9046	12/02/2025	2,722.03		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112125</u>	KANSAS GAS BILL	11/21/2025	12/02/2025	0.00	2,722.03	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1350</u>	KAP PHILLIPS CO					140.00 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		106 N SPRUCE ABILENE, Kansas 67410	12/02/2025	140.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>19601</u>	PEST REMEDIATION	11/20/2025	12/02/2025	0.00	140.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>12010</u>	LACAL EQUIPMENT, INC					1,218.11 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 757 JACKSON CENTER, Ohio 45334	12/02/2025	1,218.11		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0442191-IN</u>	BROOMS	11/20/2025	12/02/2025	0.00	1,218.11	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1001045</u>	LEGACY KANSAS, LLC					939.09 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		105 E LAFAYETTE ABILENE, Kansas 67410	12/02/2025	939.09		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112625</u>	NOV 2025 CID	11/26/2025	12/02/2025	0.00	939.09	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000158</u>	MEREDITH OPERATIONS CORPORATION					4,364.50 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 730148 DALLAS, Texas 75373-0148	12/02/2025	4,364.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0005332</u>	2026 Kansas Travel Guide Ad	11/25/2025	11/25/2025	0.00	4,364.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000277</u>	MICHELLE WRIGHT					10,148.68 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		REAL ESTATE DEPARTMENT LOVE'S CORPORATE OFFICE 10601 N PENNSYLVANIA AVE OKLAHOMA CITY, Oklahoma 73120	12/02/2025	10,148.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112625</u>	NOV 2025 CID	11/26/2025	12/02/2025	0.00	10,148.68	
Vendor Number	Vendor Name					Total Vendor Amount
<u>14860</u>	OLSSON					12,400.17 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		601 P ST STE 200 PO BOX 84608 LINCOLN, Nebraska 68501-4608	12/02/2025	12,400.17		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0005356</u>	Industrial Park Ext. Project #B25-05594	12/02/2025	12/02/2025	0.00	12,400.17	

Payment Register

APPKT00738 - BILLS 120225

Vendor Number	Vendor Name					Total Vendor Amount
<u>16021</u>	PACE ANALYTICAL SERVICES, INC					501.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056	12/02/2025	501.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2560238461</u>	ANALYTICAL CHARGES	11/25/2025	12/02/2025	0.00	150.00	•
<u>2560238716</u>	ANALYTICAL CHARGES	12/01/2025	12/02/2025	0.00	351.50	•
Vendor Number	Vendor Name					Total Vendor Amount
<u>16195</u>	PIONEER FARM & RANCH SPLY, INC					20.98
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 309 ABILENE, Kansas 67410	12/02/2025	20.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10089</u>	DUCT TAPE	10/24/2025	12/02/2025	0.00	20.98	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000772</u>	RESCUE SPECIALISTS LLC					3,000.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		104 S MAIN ST SALINA, Kansas 67401	12/02/2025	3,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0005358</u>	BFC hydraulic cutter	12/02/2025	12/02/2025	0.00	3,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01085</u>	ROE, RUSSELL					500.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		803 ST MICHAELS DR ABILENE, Kansas 67410	12/02/2025	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112625</u>	TANAHILL 25-0125/JEFFREY 25-0229	11/26/2025	12/02/2025	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999974</u>	RYAN & MULLIN, PA					3,250.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		610 5TH ST CLAY CENTER, Kansas 67432	12/02/2025	3,250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 120125</u>	DEC 2025 CITY PROSECUTOR	12/01/2025	12/02/2025	0.00	3,250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999925</u>	THE WHITE CORPORATION, INC					125.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		C/O WHITE CORPORATION PO BOX DRAWER C EMPORIA, Kansas 66801	12/02/2025	125.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>300914953</u>	PW JOB AD	11/20/2025	12/02/2025	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000203</u>	TRIPLETT, INC					7,045.53
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		429 N OHIO SALINA, Kansas 67401	12/02/2025	7,045.53		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 112625</u>	NOV 2025 CID	11/26/2025	12/02/2025	0.00	7,045.53	

Payment Register

APPKT00738 - BILLS 120225

Vendor Number	Vendor Name					Total Vendor Amount
23210	UNIFIRST CORPORATION					222.15
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 650481 DALLAS, Texas 75265-0481	12/02/2025	222.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 113025	UNIFORM SERVICE	11/30/2025	12/02/2025	0.00	222.15	

Vendor Number	Vendor Name					Total Vendor Amount
5046	VYVE BROADBAND					5,324.16
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 268951 OKLAHOMA CITY, Oklahoma 73126-8951	12/02/2025	5,324.16		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 120125 207-521339	INTERNET DEC 2025	12/01/2025	12/02/2025	0.00	419.48	•
STM 120125 301-521155	CITY BUILDING INTERNET	12/01/2025	12/02/2025	0.00	4,904.68	•

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	26	22	0.00	79,679.48
Packet Totals:		26	22	0.00	79,679.48

AK
12/02/2025

Kb 120325

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-79,679.48
Packet Totals:		-79,679.48



Abilene, KS

Receipt Register

Invoice Detail

POPKT00020 - APPLY INVOICES TO PO 120325 KE

Vendor Number 3200 Vendor Name COMMUNITY FOUNDAT... Vendor Total Discount: 0.00 Invoice Total: 5,000.00

Invoice

Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
INV0005333	AP Checking - Gen				11/25/2025	11/25/2025	11/25/2025	11/25/2025	5,000.00	0.00	0.00	0.00	5,000.00

Description: Civic Center Carpet Cost Share

Invoice Remittance: DK CO CEO OPERATING
PO BOX 735
ABILENE, Kansas 67410

Purchase Order

Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
PO00013	Civic Center Carpet Cost Share	Received	11/24/2025	5,000.00	0.00	0.00	5,000.00

Receipted Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
Civic Center carpet replacement	Goods	Complete	1.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
001-015-520710	CIVIC CENTER MAINTENANCE			100.00%	5,000.00

Vendor Number 4263 Vendor Name DK CTY EDC Vendor Total Discount: 0.00 Invoice Total: 15,000.00

Invoice

Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
INV0005355	AP Checking - Gen				12/2/2025	12/2/2025	12/2/2025	12/2/2025	15,000.00	0.00	0.00	0.00	15,000.00

Description: DKEDC - YR 4 OF FIVE YEAR PLEDGE

Invoice Remittance: 203 NW 15TH
ABILENE, Kansas 67410

Purchase Order

Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
PO00019	DKEDC - YR 4 OF FIVE YEAR PLEDGE	Received	11/26/2025	15,000.00	0.00	0.00	15,000.00

Receipted Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
DKEDC - YR 4 OF FIVE YEAR PLEI	Service	Complete	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
001-011-530260	SPECIAL PROJECTS			33.33%	5,000.00
002-024-530260	SPECIAL PROJECTS			20.00%	3,000.00
003-000-530260	SPECIAL PROJECTS			13.33%	2,000.00

Receipt Register

POPKT00020 - APPLY INVOICES TO PO 120325 KE

004-042-530260

SPECIAL PROJECTS

20.00%

3,000.00

027-000-530260

SPECIAL PROJECTS

13.33%

2,000.00

Vendor Number
8020**Vendor Name**
HACH COMPANY**Vendor Total Discount:** 0.00 **Invoice Total:** 2,991.52

Invoice

Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
INV0005357	AP Checking - Gen				12/2/2025	12/2/2025	12/2/2025	12/2/2025	2,991.52	0.00	0.00	0.00	2,991.52

Description: LAB SUPPLIES FOR TESTING PROCESS**Invoice Remittance:** 2207 COLLECTIONS CTR DR
CHICAGO, Illinois 60693

Purchase Order

Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
<u>PO00014</u>	LAB SUPPLIES FOR TESTING PROCESS	Received	11/20/2025	2,991.52	0.00	0.00	2,991.52

Received Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
LAB SUPPLIES FOR TESTING PRO	Service	Complete	0.00	0.00	2,991.52	0.00	0.00	0.00	0.00	2,991.52

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
<u>002-023-520210</u>	LAB ANALYSIS & EQUIPMENT			100.00%	2,991.52

Vendor Number
1000158**Vendor Name**
MEREDITH OPERATIONS...**Vendor Total Discount:** 0.00 **Invoice Total:** 4,364.50

Invoice

Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
INV0005332	AP Checking - Gen				11/25/2025	11/25/2025	11/25/2025	11/25/2025	4,364.50	0.00	0.00	0.00	4,364.50

Description: 2026 Kansas Travel Guide Ad**Invoice Remittance:** PO BOX 730148
DALLAS, Texas 75373-0148

Purchase Order

Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
<u>PO00012</u>	2026 Kansas Travel Guide Ad	Received	11/21/2025	4,364.50	0.00	0.00	4,364.50

Received Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
2026 Kansas Travel Guide Back	Goods	Complete	1.00	4,364.50	4,364.50	0.00	0.00	0.00	0.00	4,364.50

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
<u>013-131-530260</u>	SPECIAL PROJECTS			100.00%	4,364.50

Vendor Number
14860**Vendor Name**
OLSSON**Vendor Total Discount:** 0.00 **Invoice Total:** 12,400.17

Receipt Register

POPKT00020 - APPLY INVOICES TO PO 120325 KE

Invoice
Number **Bank Code** **1099** **Single Chk** **On Hold** **Item Date** **Post Date** **Due Date** **Discount Date** **Amount** **Shipping** **Sales Tax** **Discount** **Invoice Total**
 INV0005356 AP Checking - Gen 12/2/2025 12/2/2025 12/2/2025 12/2/2025 12,400.17 0.00 0.00 0.00 12,400.17
Description: Industrial Park Ext. Project #B25-05594
Invoice Remittance: 601 P ST STE 200
 PO BOX 84608
 LINCOLN, Nebraska 68501-4608

Purchase Order

Number **Description** **Status** **Issued Date** **Amount** **Shipping** **Sales Tax** **PO Total**
PO00021 Industrial Park Ext. Project #B25-05594 Received 11/26/2025 12,400.17 0.00 0.00 12,400.17

Received Item

Item **Commodity Code** **Receipt Status** **Units** **Price** **Amount** **Shipping** **Sales Tax** **Use Tax** **Discount** **Item Total**
 Insutrial Park Ext - Project#B25 Service Complete 0.00 0.00 12,400.17 0.00 0.00 0.00 0.00 12,400.17

Distributions

Account **Account Name** **Project Account Key** **Separate Sales Tax** **Dist. %** **Dist. Amount**
040-000-520140 ENGINEERING 100.00% 12,400.17

Vendor Number **Vendor Name** **Vendor Total Discount:** **0.00** **Invoice Total:** **3,000.00**
1000772 RESCUE SPECIALISTS LLC

Invoice
Number **Bank Code** **1099** **Single Chk** **On Hold** **Item Date** **Post Date** **Due Date** **Discount Date** **Amount** **Shipping** **Sales Tax** **Discount** **Invoice Total**
 INV0005358 AP Checking - Gen Y 12/2/2025 12/2/2025 12/2/2025 12/2/2025 3,000.00 0.00 0.00 0.00 3,000.00
Description: BFC hydraulic cutter
Invoice Remittance: 104 S MAIN ST
 SALINA, Kansas 67401

Purchase Order

Number **Description** **Status** **Issued Date** **Amount** **Shipping** **Sales Tax** **PO Total**
PO00020 BFC hydraulic cutter Received 11/26/2025 3,000.00 0.00 0.00 3,000.00

Received Item

Item **Commodity Code** **Receipt Status** **Units** **Price** **Amount** **Shipping** **Sales Tax** **Use Tax** **Discount** **Item Total**
 BFC hydraulic cutter Goods Complete 1.00 3,000.00 3,000.00 0.00 0.00 0.00 0.00 3,000.00

Distributions

Account **Account Name** **Project Account Key** **Separate Sales Tax** **Dist. %** **Dist. Amount**
001-003-521231 FIRE EQUIPMENT 100.00% 3,000.00

Packet Totals

Vendors: 6 **Invoices:** 6 **Purchase Orders:** 6 **Amount:** 42,756.19 **Shipping:** 0.00 **Tax:** 0.00 **Discount:** 0.00 **Total Amount:** 42,756.19

Purchase Order Summary

Purchase Order Number	Description	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
<u>PO00012</u>	2026 Kansas Travel Guide Ad	4,364.50	0.00	0.00	0.00	4,364.50
<u>PO00013</u>	Civic Center Carpet Cost Share	5,000.00	0.00	0.00	0.00	5,000.00
<u>PO00014</u>	LAB SUPPLIES FOR TESTING PROCESS	2,991.52	0.00	0.00	0.00	2,991.52
<u>PO00019</u>	DKEDC - YR 4 OF FIVE YEAR PLEDGE	15,000.00	0.00	0.00	0.00	15,000.00
<u>PO00020</u>	BFC hydraulic cutter	3,000.00	0.00	0.00	0.00	3,000.00
<u>PO00021</u>	Industrial Park Ext. Project #B25-05594	12,400.17	0.00	0.00	0.00	12,400.17
Total:		42,756.19	0.00	0.00	0.00	42,756.19

Bank Code Summary

Bank Code	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
AP Checking - Gen	42,756.19	0.00	0.00	0.00	42,756.19
Total:	42,756.19	0.00	0.00	0.00	42,756.19



Abilene, KS

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00735 - BILLS 120225 KE

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

Vendor: 1000192 - CINTAS CORP NO. 2**Vendor Total:** **183.29**

<u>4251490324</u>	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	46.99	0.00	0.00	0.00	46.99
UNIFORM SERVICE	AP Checking - Gen	AP Checking - General	No							

Payable Address: PO BOX 88005
CHICAGO, Illinois 60680-1005

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIFORM SERVICE Distributions	NA	0.00	0.00	46.99	0.00	0.00	0.00	46.99

Account Number	Account Name	Project Account Key	Amount	Percent
<u>004-042-521150</u>	UNIFORMS & ALTERATIONS		46.99	100.00%

<u>4251490390</u>	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	136.30	0.00	0.00	0.00	136.30
UNIFORM SERVICE	AP Checking - Gen	AP Checking - General	No							

Payable Address: PO BOX 88005
CHICAGO, Illinois 60680-1005

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
UNIFORM SERVICE Distributions	NA	0.00	0.00	136.30	0.00	0.00	0.00	136.30

Account Number	Account Name	Project Account Key	Amount	Percent
<u>001-004-521150</u>	UNIFORMS & ALTERATIONS		70.01	51.36%
<u>001-005-521150</u>	UNIFORMS & ALTERATIONS		19.19	14.08%
<u>002-022-521150</u>	UNIFORMS & ALTERATIONS		32.80	24.06%
<u>004-041-521150</u>	UNIFORMS & ALTERATIONS		7.51	5.51%
<u>001-001-521010</u>	OFFICE SUPPLIES		2.27	1.67%
<u>002-024-521010</u>	OFFICE SUPPLIES		2.26	1.66%
<u>004-043-521010</u>	OFFICE SUPPLIES		2.26	1.66%

Vendor: 1000720 - DOWNTOWN DANCE LLC**Vendor Total:** **792.00**

<u>STM 113025</u>	Invoice	12/2/2025	11/30/2025	12/2/2025	11/30/2025	792.00	0.00	0.00	0.00	792.00
NOVEMBER TUMBLING	AP Checking - Gen	AP Checking - General	No							

Payable Address: 2322 VANE RD
CHAPMAN, Kansas 67431

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NOVEMBER TUMBLING Distributions	NA	0.00	0.00	792.00	0.00	0.00	0.00	792.00

Account Number	Account Name	Project Account Key	Amount	Percent
<u>015-156-523331</u>	DANCE/TUMBLING		792.00	100.00%

Vendor: 1000912 - GUFFEY PROPERTIES, LLC**Vendor Total:** **2,653.77**

<u>STM 112625</u>	Invoice	12/2/2025	11/26/2025	12/2/2025	11/26/2025	2,653.77	0.00	0.00	0.00	2,653.77
NOV 2025 CID	AP Checking - Gen	AP Checking - General	No							

Payable Address: PO BOX 39
BELLE, Missouri 65013

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NOV 2025 CID Distributions	NA	0.00	0.00	2,653.77	0.00	0.00	0.00	2,653.77

Account Number	Account Name	Project Account Key	Amount	Percent
<u>038-000-540610</u>	CID SALES TAX		2,653.77	100.00%

Payable Register

Packet: APPKT00735 - BILLS 120225 KE

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

Vendor: 8020 - HACH COMPANY

Vendor Total: 1,137.00

14758914	Invoice	12/2/2025	11/17/2025	12/2/2025	11/17/2025	1,137.00	0.00	0.00	0.00	1,137.00
LAB SUPPLIES	AP Checking - Gen		AP Checking - General		No					

Payable Address: 2207 COLLECTIONS CTR DR
CHICAGO, Illinois 60693

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LAB SUPPLIES	NA	0.00	0.00	1,137.00	0.00	0.00	0.00	1,137.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
002-023-520210	LAB ANALYSIS & EQUIPMENT		1,137.00	100.00%

Vendor: 999650 - KANSAS GAS SERVICE

Vendor Total: 2,722.03

STM 112125	Invoice	12/2/2025	11/21/2025	12/2/2025	11/21/2025	2,722.03	0.00	0.00	0.00	2,722.03
KANSAS GAS BILL	AP Checking - Gen		AP Checking - General		No					

Payable Address: PO BOX 219046
KANSAS CITY, Missouri 64121-9046

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510016004100380191	NA	0.00	0.00	213.15	0.00	0.00	0.00	213.15

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-015-520509	GAS SERVICE		213.15	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510016004100380191	NA	0.00	0.00	220.96	0.00	0.00	0.00	220.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-013-520509	GAS SERVICE		220.96	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510016004100380191	NA	0.00	0.00	774.14	0.00	0.00	0.00	774.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
015-157-520509	GAS SERVICE		774.14	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510723622205657764	NA	0.00	0.00	513.38	0.00	0.00	0.00	513.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-006-520509	GAS SERVICE		513.38	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510723622205657764	NA	0.00	0.00	114.10	0.00	0.00	0.00	114.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
002-023-520509	GAS SERVICE		114.10	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510723622205657764	NA	0.00	0.00	96.97	0.00	0.00	0.00	96.97

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
003-000-520509	GAS SERVICE		96.97	100.00%

Payable Register

Packet: APPKT00735 - BILLS 120225 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity	Units	Price	Amount		Tax	Shipping	Discount	Total	
GAS SERVICE 510723622205657764	NA	0.00	0.00	556.92		0.00	0.00	0.00	556.92	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-001-520509	GAS SERVICE		92.82	16.67%						
001-002-520509	GAS SERVICE		92.82	16.67%						
002-024-520509	GAS SERVICE		92.82	16.67%						
004-043-520509	GAS SERVICE		92.82	16.67%						
001-003-520509	GAS SERVICE		92.82	16.67%						
001-008-520509	GAS SERVICE		92.82	16.67%						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510723622205657764	NA	0.00	0.00	46.62	0.00	0.00	0.00	46.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-004-520509	GAS SERVICE		15.54	33.33%
002-022-520509	GAS SERVICE		15.54	33.33%
004-041-520509	GAS SERVICE		15.54	33.33%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
GAS SERVICE 510723622205657764	NA	0.00	0.00	185.79	0.00	0.00	0.00	185.79

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-004-520509	GAS SERVICE		61.93	33.33%
002-022-520509	GAS SERVICE		61.93	33.33%
004-041-520509	GAS SERVICE		61.93	33.33%

Vendor: [1350 - KAP PHILLIPS CO](#)

Vendor Total: 140.00

19601	Invoice	12/2/2025	11/20/2025	12/2/2025	11/20/2025	140.00	0.00	0.00	0.00	140.00
PEST REMEDIATION	AP Checking - Gen - AP Checking - General	No								

Payable Address: 106 N SPRUCE
ABILENE, Kansas 67410

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PEST REMEDIATION	NA	0.00	0.00	140.00	0.00	0.00	0.00	140.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-015-520710	CIVIC CENTER MAINTENANCE		140.00	100.00%

Vendor: [12010 - LACAL EQUIPMENT, INC](#)

Vendor Total: 1,218.11

0442191-IN	Invoice	12/2/2025	11/20/2025	12/2/2025	11/20/2025	1,218.11	0.00	0.00	0.00	1,218.11
BROOMS	AP Checking - Gen - AP Checking - General	No								

Payable Address: PO BOX 757
JACKSON CENTER, Ohio 45334

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BROOMS	NA	0.00	0.00	1,218.11	0.00	0.00	0.00	1,218.11

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-004-520620	EQUIPMENT REPAIR & MAINTENAN...		1,218.11	100.00%

Vendor: [1001045 - LEGACY KANSAS, LLC](#)

Vendor Total: 939.09

STM 112625	Invoice	12/2/2025	11/26/2025	12/2/2025	11/26/2025	939.09	0.00	0.00	0.00	939.09
NOV 2025 CID	AP Checking - Gen - AP Checking - General	No								

Payable Address: 105 E LAFAYETTE
ABILENE, Kansas 67410

Payable Register

Packet: APPKT00735 - BILLS 120225 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NOV 2025 CID Distributions	NA		0.00	0.00	939.09	0.00	0.00	0.00	939.09	
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>038-000-540610</u>	CID SALES TAX		939.09	100.00%						

Vendor: 1000277 - MICHELLE WRIGHT

Vendor Total: 10,148.68

<u>STM 112625</u>	Invoice	12/2/2025	11/26/2025	12/2/2025	11/26/2025	10,148.68	0.00	0.00	0.00	10,148.68
NOV 2025 CID		AP Checking - Gen	AP Checking - General	No						

Payable Address: REAL ESTATE DEPARTMENT
LOVE'S CORPORATE OFFICE
10601 N PENNSYLVANIA AVE
OKLAHOMA CITY, Oklahoma 73120

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NOV 2025 CID Distributions	NA	0.00	0.00	10,148.68	0.00	0.00	0.00	10,148.68
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>038-000-540610</u>	CID SALES TAX		10,148.68	100.00%				

Vendor: 16021 - PACE ANALYTICAL SERVICES, INC

Vendor Total: 501.50

<u>2560238461</u>	Invoice	12/2/2025	11/25/2025	12/2/2025	11/25/2025	150.00	0.00	0.00	0.00	150.00
ANALYTICAL CHARGES		AP Checking - Gen	AP Checking - General	No						

Payable Address: PO BOX 684056
CHICAGO, Illinois 60695-4056

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ANALYTICAL CHARGES Distributions	NA	0.00	0.00	150.00	0.00	0.00	0.00	150.00
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>002-023-520210</u>	LAB ANALYSIS & EQUIPMENT		150.00	100.00%				

<u>2560238716</u>	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	351.50	0.00	0.00	0.00	351.50
ANALYTICAL CHARGES		AP Checking - Gen	AP Checking - General	No						

Payable Address: PO BOX 684056
CHICAGO, Illinois 60695-4056

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ANALYTICAL CHARGES Distributions	NA	0.00	0.00	351.50	0.00	0.00	0.00	351.50
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>004-042-520210</u>	LAB ANALYSIS & EQUIPMENT		351.50	100.00%				

Vendor: 16195 - PIONEER FARM & RANCH SPLY, INC

Vendor Total: 20.98

<u>10089</u>	Invoice	12/2/2025	10/24/2025	12/2/2025	10/24/2025	20.98	0.00	0.00	0.00	20.98
DUCT TAPE		AP Checking - Gen	AP Checking - General	No						

Payable Address: PO BOX 309
ABILENE, Kansas 67410

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DUCT TAPE Distributions	NA	0.00	0.00	20.98	0.00	0.00	0.00	20.98
Account Number	Account Name	Project Account Key	Amount	Percent				
<u>001-001-520610</u>	BUILDING MAINTENANCE		6.99	33.32%				
<u>002-024-520610</u>	BUILDING MAINTENANCE		6.99	33.32%				
<u>004-043-520610</u>	BUILDING MAINTENANCE		7.00	33.37%				

Vendor: VEN01085 - ROE, RUSSELL

Vendor Total: 500.00

Payable Register

Packet: APPKT00735 - BILLS 120225 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
STM 112625	Invoice	12/2/2025	11/26/2025	12/2/2025	11/26/2025	500.00	0.00	0.00	0.00	500.00
TANAHILL 25-0125/JEFFREY 25-0229	AP Checking - Gen	AP Checking - General			No					
Payable Address: 803 ST MICHAELS DR ABILENE, Kansas 67410										

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
TANAHILL 25-0125/JEFFREY 25-0229	NA	0.00	0.00	500.00	0.00	0.00	0.00	500.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-012-520110	LEGAL		500.00	100.00%

Vendor: 999974 - RYAN & MULLIN, PA

Vendor Total: 3,250.00

STM 120125	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	3,250.00	0.00	0.00	0.00	3,250.00
DEC 2025 CITY PROSECUTOR	AP Checking - Gen	AP Checking - General			No					

Payable Address: 610 5TH ST
CLAY CENTER, Kansas 67432

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEC 2025 CITY PROSECUTOR	NA	0.00	0.00	3,250.00	0.00	0.00	0.00	3,250.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-012-520110	LEGAL		3,250.00	100.00%

Vendor: 999925 - THE WHITE CORPORATION, INC

Vendor Total: 125.00

300914953	Invoice	12/2/2025	11/20/2025	12/2/2025	11/20/2025	125.00	0.00	0.00	0.00	125.00
PW JOB AD	AP Checking - Gen	AP Checking - General			No					

Payable Address: C/O WHITE CORPORATION
PO BOX DRAWER C
EMPORIA, Kansas 66801

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PW JOB AD	NA	0.00	0.00	125.00	0.00	0.00	0.00	125.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
002-022-520910	DUES/SUBSCRIPTIONS/PUBLICATIO...		125.00	100.00%

Vendor: 1000203 - TRIPLETT, INC

Vendor Total: 7,045.53

STM 112625	Invoice	12/2/2025	11/26/2025	12/2/2025	11/26/2025	7,045.53	0.00	0.00	0.00	7,045.53
NOV 2025 CID	AP Checking - Gen	AP Checking - General			No					

Payable Address: 429 N OHIO
SALINA, Kansas 67401

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NOV 2025 CID	NA	0.00	0.00	7,045.53	0.00	0.00	0.00	7,045.53

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
038-000-540610	CID SALES TAX		7,045.53	100.00%

Vendor: 23210 - UNIFIRST CORPORATION

Vendor Total: 222.15

STM 113025	Invoice	12/2/2025	11/30/2025	12/2/2025	11/30/2025	222.15	0.00	0.00	0.00	222.15
UNIFORM SERVICE	AP Checking - Gen	AP Checking - General			No					

Payable Address: PO BOX 650481
DALLAS, Texas 75265-0481

Payable Register

Packet: APPKT00735 - BILLS 120225 KE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CLEANING SUPPLIES	NA		0.00	0.00	222.15	0.00	0.00	0.00	222.15	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
<u>005-000-520610</u>	BUILDING MAINTENANCE				42.34	19.06%				
<u>015-157-520610</u>	BUILDING MAINTENANCE				46.47	20.92%				
<u>001-013-521040</u>	JANITOR SUPPLIES				133.34	60.02%				

Vendor: 5046 - VVYE BROADBAND

Vendor Total: 5,324.16

STM 120125 207-521339	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	419.48	0.00	0.00	0.00	419.48
INTERNET DEC 2025		AP Checking - Gen -	AP Checking - General		No					

Payable Address: PO BOX 268951
OKLAHOMA CITY, Oklahoma 73126-8951

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
INTERNET DEC 2025	NA	0.00	0.00	419.48	0.00	0.00	0.00	419.48
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
<u>005-000-520520</u>	TELEPHONE / INTERNET			419.48	100.00%			

STM 120125 301-521155	Invoice	12/2/2025	12/1/2025	12/2/2025	12/1/2025	4,904.68	0.00	0.00	0.00	4,904.68
CITY BUILDING INTERNET		AP Checking - Gen -	AP Checking - General		No					

Payable Address: PO BOX 268951
OKLAHOMA CITY, Oklahoma 73126-8951

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEC 2025 MONTHLY BILL	NA	0.00	0.00	4,904.68	0.00	0.00	0.00	4,904.68
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
<u>001-001-520520</u>	TELEPHONE / INTERNET			889.12	18.13%			
<u>002-024-520520</u>	TELEPHONE / INTERNET			889.11	18.13%			
<u>004-043-520520</u>	TELEPHONE / INTERNET			889.11	18.13%			
<u>001-002-520520</u>	TELEPHONE / INTERNET			232.47	4.74%			
<u>001-003-520520</u>	TELEPHONE / INTERNET			501.21	10.22%			
<u>001-008-520520</u>	TELEPHONE / INTERNET			501.22	10.22%			
<u>001-011-520520</u>	TELEPHONE / INTERNET			501.22	10.22%			
<u>001-012-520520</u>	TELEPHONE / INTERNET			501.22	10.22%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	20	36,923.29	0.00	0.00	0.00	36,923.29	0.00	36,923.29
Grand Total:		36,923.29	0.00	0.00	0.00	36,923.29	0.00	36,923.29

Account Summary

Account	Name	Amount
<u>001-001-520509</u>	GAS SERVICE	92.82
<u>001-001-520520</u>	TELEPHONE / INTERNET	889.12
<u>001-001-520610</u>	BUILDING MAINTENANCE	6.99
<u>001-001-521010</u>	OFFICE SUPPLIES	2.27
<u>001-002-520509</u>	GAS SERVICE	92.82
<u>001-002-520520</u>	TELEPHONE / INTERNET	232.47
<u>001-003-520509</u>	GAS SERVICE	92.82
<u>001-003-520520</u>	TELEPHONE / INTERNET	501.21
<u>001-004-520509</u>	GAS SERVICE	77.47
<u>001-004-520620</u>	EQUIPMENT REPAIR & MAINTENANCE	1,218.11
<u>001-004-521150</u>	UNIFORMS & ALTERATIONS	70.01
<u>001-005-521150</u>	UNIFORMS & ALTERATIONS	19.19
<u>001-006-520509</u>	GAS SERVICE	513.38
<u>001-008-520509</u>	GAS SERVICE	92.82
<u>001-008-520520</u>	TELEPHONE / INTERNET	501.22
<u>001-011-520520</u>	TELEPHONE / INTERNET	501.22
<u>001-012-520110</u>	LEGAL	3,750.00
<u>001-012-520520</u>	TELEPHONE / INTERNET	501.22
<u>001-013-520509</u>	GAS SERVICE	220.96
<u>001-013-521040</u>	JANITOR SUPPLIES	133.34
<u>001-015-520509</u>	GAS SERVICE	213.15
<u>001-015-520710</u>	CIVIC CENTER MAINTENANCE	140.00
Total:		9,862.61

Account	Name	Amount
<u>002-022-520509</u>	GAS SERVICE	77.47
<u>002-022-520910</u>	DUES/SUBSCRIPTIONS/PUBLICATIONS	125.00
<u>002-022-521150</u>	UNIFORMS & ALTERATIONS	32.80
<u>002-023-520210</u>	LAB ANALYSIS & EQUIPMENT	1,287.00
<u>002-023-520509</u>	GAS SERVICE	114.10
<u>002-024-520509</u>	GAS SERVICE	92.82
<u>002-024-520520</u>	TELEPHONE / INTERNET	889.11
<u>002-024-520610</u>	BUILDING MAINTENANCE	6.99
<u>002-024-521010</u>	OFFICE SUPPLIES	2.26
Total:		2,627.55

Account	Name	Amount
<u>003-000-520509</u>	GAS SERVICE	96.97
Total:		96.97

Account	Name	Amount
<u>004-041-520509</u>	GAS SERVICE	77.47
<u>004-041-521150</u>	UNIFORMS & ALTERATIONS	7.51
<u>004-042-520210</u>	LAB ANALYSIS & EQUIPMENT	351.50
<u>004-042-521150</u>	UNIFORMS & ALTERATIONS	46.99
<u>004-043-520509</u>	GAS SERVICE	92.82
<u>004-043-520520</u>	TELEPHONE / INTERNET	889.11
<u>004-043-520610</u>	BUILDING MAINTENANCE	7.00
<u>004-043-521010</u>	OFFICE SUPPLIES	2.26
Total:		1,474.66

Account	Name	Amount
<u>005-000-520520</u>	TELEPHONE / INTERNET	419.48

Account Summary

Account	Name	Amount
<u>005-000-520610</u>	BUILDING MAINTENANCE	42.34
	Total:	461.82

Account	Name	Amount
<u>015-156-523331</u>	DANCE/TUMBLING	792.00
<u>015-157-520509</u>	GAS SERVICE	774.14
<u>015-157-520610</u>	BUILDING MAINTENANCE	46.47
	Total:	1,612.61

Account	Name	Amount
<u>038-000-540610</u>	CID SALES TAX	20,787.07
	Total:	20,787.07



Packet: PYPKT00249 - 12/05/2025 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 11/16/2025 - 11/29/2025

Total Direct Deposits: 117,396.70
Total Check Amounts: 0.00

Males Paid: 54
Females Paid: 26
Unknown Paid: 0
Total Employees: 80

EARNINGS

Pay Code	Units	Pay Amount
BI-LINGUAL	0.50	16.32
CALL OUT	146.00	3,272.06
CALL OUT VOLUNTEER	44.00	1,320.00
CELL ALLOWANCE	0.00	323.07
COMP TIME USED	25.75	633.15
FIELD TRAINING OFC	34.00	941.80
FITNESS ALLOW	0.00	22.50
FLOATING HL	36.00	374.16
Funeral Leave	28.00	557.00
HOLIDAY	832.00	21,084.48
HOURLY	2,936.75	72,405.98
LONG	0.00	15,600.00
NIGHT SHIFT	336.50	9,881.54
OT	166.50	5,290.35
PART-TIME	204.25	3,486.59
SALARY	568.00	30,015.68
SICK LEAVE	118.44	2,773.36
TRAINING	56.25	1,222.69
VACATION LEAVE	337.49	7,471.21
Total:	5,870.43	176,691.94

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	6.25	0.00
FTC 457	0.00	340.00
IMPACT SPORTS	0.00	142.50
Total:	6.25	482.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	153,693.66	14,303.53	0.00
MEDICARE	166,628.57	2,416.18	2,416.18
SOCIAL SECURITY	166,628.57	10,330.97	10,330.97
STATE TAXES	165,182.57	7,973.76	0.00
UNEMPLOYMENT	176,691.94	0.00	176.72
Total:		35,024.44	12,923.87

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	649.62	0.00
AFLAC-AFTER TAX	0.00	287.56	0.00
DENTAL INSURANCE	0.00	28.14	84.40
EMPOWER KPERS 457 PT	0.00	396.00	120.00
EMPOWER KPERS ROTH	0.00	100.00	60.00
FLEX SPEND MEDICAL	0.00	1,276.67	0.00
FTC 457	0.00	710.00	340.00
GARNISHMENT	0.00	0.00	0.00
HEALTH INS	0.00	8,063.92	28,809.89
HEALTH SAVINGS ACCT	0.00	240.00	125.00
IMPACT SPORTS	0.00	220.92	142.50
KP&F	78,936.00	5,643.95	19,473.51
KP&F OGLI	0.00	97.37	0.00
KPERS BUY BACK	3,422.40	347.72	0.00
KPERS OGLI	0.00	153.25	0.00
KPERS TIER 1	37,512.27	2,250.73	4,017.56
KPERS TIER 2	13,765.48	825.92	1,474.29
KPERS TIER 3	40,343.26	2,420.59	4,320.75
LPL FIN. OPEN/ROTH	0.00	200.00	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	244.88	0.00
VISION SERVICE PLUS	0.00	42.64	0.00
Total:		24,270.80	58,967.90

RECAP 01 - Abilene, KS

Earnings:	176,691.94	Benefits:	482.50	Deductions:	24,270.80	Taxes:	35,024.44	Net Pay:	117,396.70
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City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Updating Farm Lease Agreements

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We have leased farm land to local farmers for several years, the cost has been a set fee listed in the agreement.

We have updated the farm land lease agreements to make them all expire at the end of the calendar year (automatically renewable) and have added that the fees charged will be based on the USDA-NASS Kansas County Cash Rent Value for Dickinson County. This will keep the fees in line with the “going rate” for farm land.

Update: Hay land is not specifically listed on this site. New agreements were created for Hay Harvesting, the fee per acre will be figured using an average of the “non-irrigated crop land” and “pasture land.” The two tenants with hay leases have been informed of this information. All tenenats have signed the agreements.

Funding Source:

City Attorney Review:

City Attorney Martin drafted the new agreements.

Options:

Review agreements as presented.

Recommendation:

HAY HARVESTING LEASE AGREEMENT

This Hay Harvesting Lease Agreement (“Agreement”) is made and entered into effective as of January 1, 2026 (“Effective Date”), by and between the City of Abilene, Kansas Land Bank (“Owner”), and Dusty Kuntz (“Tenant”).

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Leased Premises; Permitted Use. Owner hereby leases to Tenant approximately thirty (30) acres of native grass, more or less, as generally depicted on Exhibit “A” (“Property”). Tenant shall use the Property solely for the purpose of harvesting native grass/hay. This Agreement replaces and supersedes any prior agreements between the parties relating to the Property.

2. Term and Renewal. The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2026 (“Term”). This Agreement shall automatically renew for successive one-year terms on the same terms and conditions, unless either party notifies the other in writing at least thirty (30) days prior to January 1 that the Agreement will not be extended for the next calendar year.

3. Rent. Tenant shall pay to Owner annual rent calculated using the USDA–NASS Kansas County Cash Rent Values for Dickinson County, Kansas, as published and in effect as of January 1 of each lease year, by applying a per-acre rate derived from the average of the published rate for non-irrigated cropland and the published rate for pastureland from that same source. For purposes of this Agreement, this average shall be referred to as the “Hay Ground Rent Rate.” The annual rent shall be determined by multiplying the Hay Ground Rent Rate by the total number of acres under lease. If the USDA–NASS Kansas County Cash Rent Values are not available for a given year, the most recently published rates prior to January 1 of that year shall apply. Rent for the initial term shall be paid upon execution of this Agreement, and thereafter shall be due on or before January 30 of each renewal term.

4. Owner’s Right of Early Termination. Owner reserves the right to terminate this Agreement at any time, with respect to all or any portion of the Property, upon a determination by the City Commission that the Property will be used for purposes other than hay harvesting or agricultural purposes. Written notice shall be delivered to Tenant identifying the affected portion of the Property. Tenant agrees to surrender possession of all or any identified portion of the Property no later than the date stated in the termination notice.

5. Tenant’s Duties.

- (a) Care and Use of Property. Tenant shall care for and maintain the Property in a good and workmanlike manner, and refrain from any act that would damage terraces, waterways, or drainage features, or established vegetation.
- (b) Hay Removal. Tenant shall remove all hay bales from the Property within sixty (60) days after baling.

- (c) No Improvements. Tenant shall not erect or permit the erection of any non-removable structure or make any alteration of the drainage or grade without prior written approval of Owner.
- (d) Prohibited Activities. Tenant shall not permit any hunting, fishing, recreational shooting, or similar sporting activities on the Property. Tenant shall not graze livestock on the Property.
- (e) Chemical Use. No hazardous materials shall be stored on the Property. No pesticides, herbicides, chemicals, or soil amendments may be applied without Owner's prior written approval, except that Owner pre-approves the following:
 - i. Tordon for stump and spot treatment;
 - ii. Crossbow herbicide;
 - iii. 2,4-D for broadcast broadleaf control.

6. Indemnification. Tenant shall hold harmless and indemnify Owner against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Property, or any failure of Tenant to comply with the terms of this Agreement. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding. Owner shall not be responsible for loss or damage to Tenant's crops, machinery, or other property, except to the extent caused by Owner's willful misconduct.

7. Right to Re-enter Property and Surrender of Possession. The parties agree that upon termination of this Agreement, Tenant shall surrender possession of the Property to Owner. If Tenant fails to perform any provision of this Agreement within 30 days after receipt of written notice from Owner to cure such default, Owner shall have the right to pursue any remedy at law or in equity available to the Owner under the laws of the State of Kansas.

8. Assignment. Tenant shall not assign this Agreement or any interest in the leasehold without the prior written consent of Owner.

9. Existing Lease. The parties acknowledge that they are presently operating under a prior farm lease covering the same property. This Agreement supersedes and replaces that prior lease in its entirety, effective as of the commencement date of the Term stated herein. All rights and obligations of the parties under the prior lease shall terminate as of such date, except for any rent or other obligations that accrued before that date.

10. No Partnership. The parties understand and agree that this Agreement shall not be deemed to be, nor intended to give rise to, a partnership relationship between them.

11. Notice. Service of all notices under this Agreement shall be sufficient if given personally or mailed by certified mail, return receipt requested, to the party involved or at its respective address stated above, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States

mail, duly addressed, and with postage prepaid.

12. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

13. Merger Clause. The parties intend these terms to be a complete, conclusive, and final expression of all the conditions of their agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

15. Severability and Waiver. No waiver by either party of any default hereunder shall operate as a waiver of any other default. If a court of competent jurisdiction determines any provision of this Agreement to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year herein stated.

“OWNER”

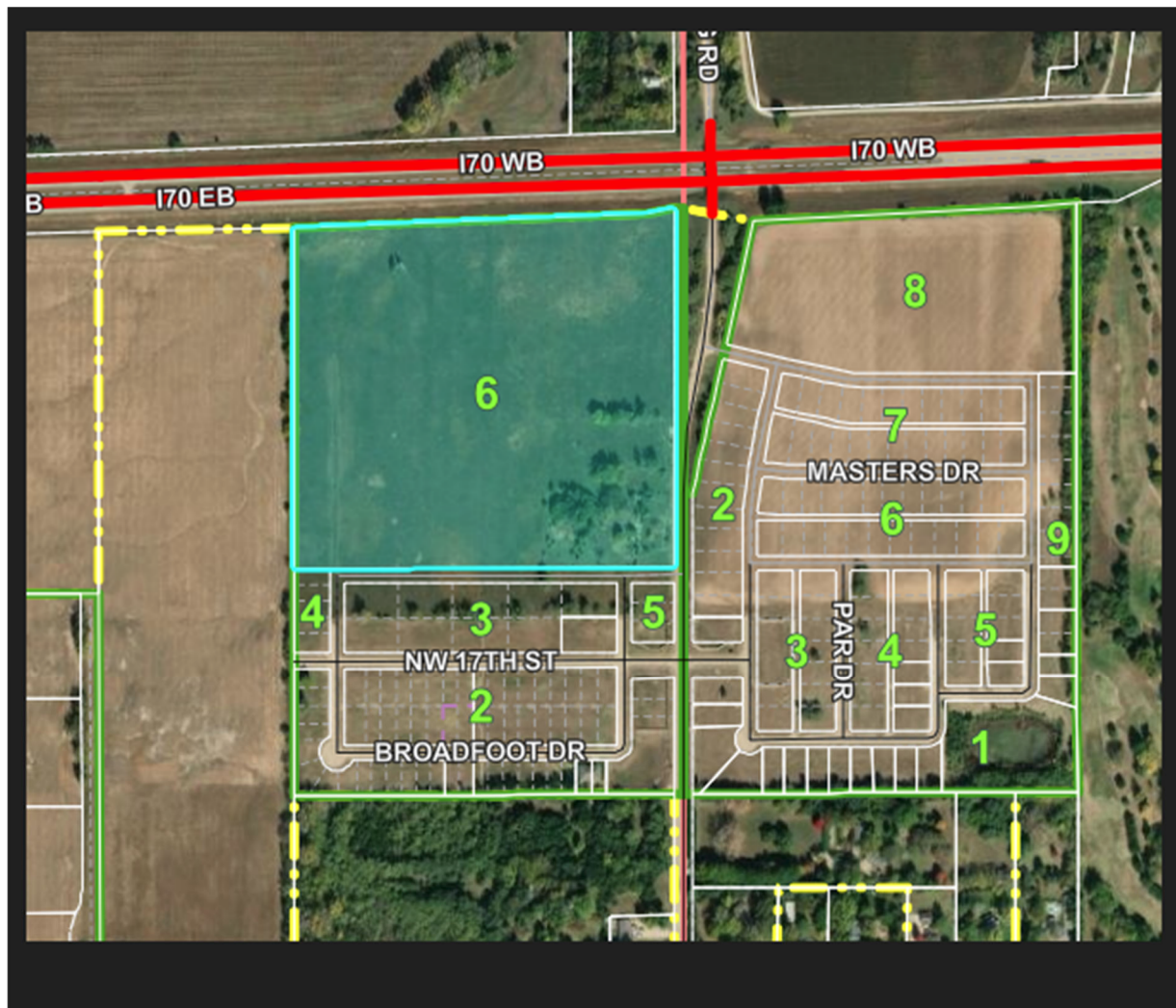
City of Abilene, Kansas Land Bank

By: _____
Brandon Rein, Mayor

“TENANT”

Dusty Kuntz

Exhibit A



HAY HARVESTING LEASE AGREEMENT

This Hay Harvesting Lease Agreement ("Agreement") is made and entered into effective as of January 1, 2026 ("Effective Date"), by and between the City of Abilene, Kansas ("Owner"), and Cody Sims ("Tenant").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Leased Premises; Permitted Use. Owner hereby leases to Tenant approximately twelve (12) acres of native grass located within the forty (40) acres at the City's Water Treatment Plant, in Dickinson County, Kansas, as generally depicted on Exhibit "A" ("Property"). Tenant shall use the Property solely for the purpose of harvesting native grass/hay.

2. Term and Renewal. The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2026 ("Term"). This Agreement shall automatically renew for successive one-year terms on the same terms and conditions, unless either party notifies the other in writing at least thirty (30) days prior to January 1 that the Agreement will not be extended for the next calendar year.

3. Rent. Tenant shall pay to Owner annual rent calculated using the USDA-NASS Kansas County Cash Rent Values for Dickinson County, Kansas, as published and in effect as of January 1 of each lease year, by applying a per-acre rate derived from the average of the published rate for non-irrigated cropland and the published rate for pastureland from that same source. For purposes of this Agreement, this average shall be referred to as the "Hay Ground Rent Rate." The total annual rent shall be calculated by multiplying the Hay Ground Rent Rate by the total number of acres under lease. If the USDA-NASS Kansas County Cash Rent Values are not available for a given year, the rates most recently published prior to January 1 of that year shall apply. Rent for the initial term shall be paid upon execution of this Agreement, and thereafter shall be due on or before January 30 of each renewal term.

4. Owner's Right of Early Termination. Owner reserves the right to terminate this Agreement at any time, with respect to all or any portion of the Property, upon a determination by the City Commission that the Property will be used for purposes other than hay harvesting or agricultural purposes. Written notice shall be delivered to Tenant identifying the affected portion of the Property. Tenant agrees to surrender possession of all or any identified portion of the Property no later than the date stated in the termination notice.

5. Tenant's Duties.

(a) Care and Use of Property. Tenant shall care for and maintain the Property in a good and workmanlike manner, and refrain from any act that would damage terraces, waterways, or drainage features, or established vegetation.

(b) Hay Removal. Tenant shall remove all hay bales from the Property within sixty (60) days after baling.

- (c) No Improvements. Tenant shall not erect or permit the erection of any non-removable structure or make any alteration of the drainage or grade without prior written approval of Owner.
- (d) Prohibited Activities. Tenant shall not permit any hunting, fishing, recreational shooting, or similar sporting activities on the Property. Tenant shall not graze livestock on the Property.
- (e) Chemical Use. No hazardous materials shall be stored on the Property. No pesticides, herbicides, chemicals, or soil amendments may be applied without Owner's prior written approval, except that Owner pre-approves the following:
 - i. Tordon for stump and spot treatment;
 - ii. Crossbow herbicide;
 - iii. 2,4-D for broadcast broadleaf control.

6. Indemnification. Tenant shall hold harmless and indemnify Owner against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Property, or any failure of Tenant to comply with the terms of this Agreement. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding. Owner shall not be responsible for loss or damage to Tenant's crops, machinery, or other property, except to the extent caused by Owner's willful misconduct.

7. Right to Re-enter Property and Surrender of Possession. The parties agree that upon termination of this Agreement, Tenant shall surrender possession of the Property to Owner. If Tenant fails to perform any provision of this Agreement within 30 days after receipt of written notice from Owner to cure such default, Owner shall have the right to pursue any remedy at law or in equity available to the Owner under the laws of the State of Kansas.

8. Assignment. Tenant shall not assign this Agreement or any interest in the leasehold without the prior written consent of Owner.

9. Existing Lease. The parties acknowledge that they are presently operating under a prior farm lease covering the same property. This Agreement supersedes and replaces that prior lease in its entirety, effective as of the commencement date of the Term stated herein. All rights and obligations of the parties under the prior lease shall terminate as of such date, except for any rent or other obligations that accrued before that date.

10. No Partnership. The parties understand and agree that this Agreement shall not be deemed to be, nor intended to give rise to, a partnership relationship between them.

11. Notice. Service of all notices under this Agreement shall be sufficient if given personally or mailed by certified mail, return receipt requested, to the party involved or at its respective address stated above, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States

mail, duly addressed, and with postage prepaid.

12. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

13. Merger Clause. The parties intend these terms to be a complete, conclusive, and final expression of all the conditions of their agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

15. Severability and Waiver. No waiver by either party of any default hereunder shall operate as a waiver of any other default. If a court of competent jurisdiction determines any provision of this Agreement to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year herein stated.

“OWNER”

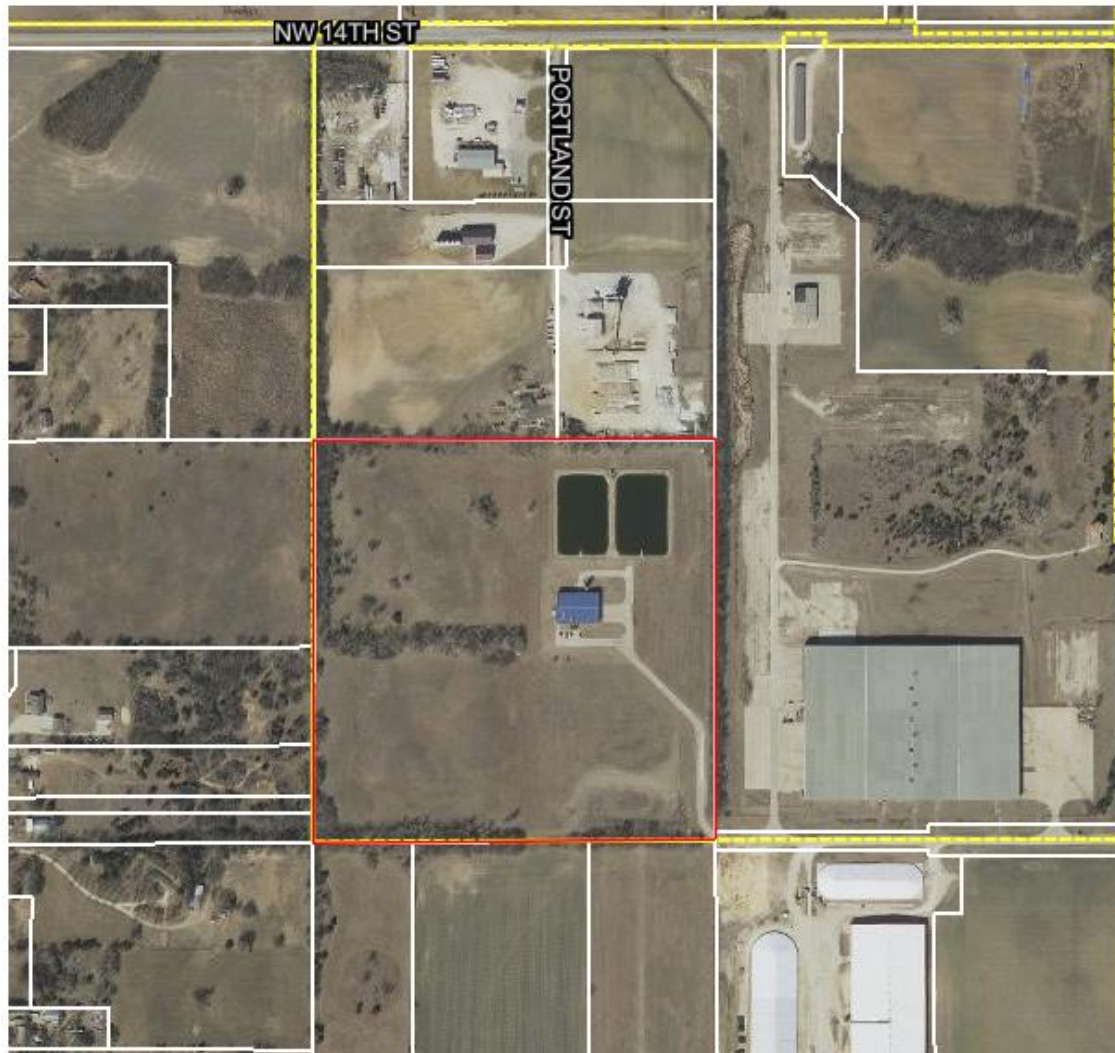
City of Abilene, Kansas

By: _____
Brandon Rein, Mayor

“TENANT”

Cody Sims

EXHIBIT A



12 Acres located within red highlighted area - S18 , T13 , R02 , SE4 NW4 LESS R/W

FARM LEASE AGREEMENT

This Farm Lease Agreement ("Agreement") is made and entered into effective as of January 1, 2026, by and between the City of Abilene, Kansas Land Bank ("Owner"), and Dan Reynolds and Justin Reynolds, d/b/a R & R Farm (together, the "Tenant").

In consideration of the payments to be made and the mutual promises stated below, the parties agree as follows:

1. Leasehold. Owner hereby leases to Tenant, for farming purposes, the real estate as depicted on Exhibit "A" attached hereto, which consists of thirty-one (31) acres, more or less, located in Dickinson County, Kansas ("Property").

2. Term. The term of this Agreement shall be for one year, beginning on January 1, 2026, and ending on December 31, 2026, subject, however, to the right of Tenant to harvest any crops that are growing on the date this Agreement terminates ("Term"). This Agreement shall automatically renew for successive one-year terms on the same terms and conditions, except that rent shall adjust as provided in Section 4, unless either party notifies the other 30 days before January 1 that the Agreement will not be extended for the next calendar year.

3. Owner's Right of Early Termination. The Owner reserves the right to terminate this Agreement at any time, with respect to all or any portion of the Property, upon a determination by the City Commission of the City of Abilene, that the Property will be used other than for agricultural purposes. If such a determination is made by the City Commission, written notice shall be delivered to the Tenant describing specifically the portion of the Property affected by said termination notice. Tenant agrees to surrender possession of the Property, or the identified portion of said Property subject to termination, no later than the last day identified in said termination notice or following harvest of any crop planted in the Property or the portion thereof subject to the termination notice, whichever event last occurs.

4. Rent. Tenant shall pay to Owner annual rent in an amount equal to the USDA-NASS Kansas County Cash Rent Value for Dickinson County, Kansas, for the applicable land use classification (e.g., non-irrigated cropland, irrigated cropland, or pasture), as published and in effect as of January 1 of each lease year. The total annual rent shall be calculated by multiplying the per-acre rate so published by the total number of acres under lease. Rent shall be payable in two equal installments, one half (1/2) due March 1 and one half (1/2) due August 1 of each lease year. If the USDA-NASS Kansas County Cash Rent Value for the applicable county is not available for a given year, the rate most recently published prior to January 1 of that year shall apply.

5. Tenant's Duties. Tenant shall have the following duties under this Agreement:

(a) Care and Use of Property. Tenant covenants to farm and care for the Property in a good and workmanlike manner, and in accordance with good farming and soil conservation practices; use diligence to prevent noxious weeds from going to seed on the Property; keep in good repair all terraces, open ditches, preserve all established watercourses or ditches including grassed waterways, and refrain from any operation or practice that will injure such structures or alter the drainage on the Property.

(b) Operating Costs. Tenant shall pay all operating costs related to the farming of the Property, including without limitation, seed, fertilizer, top dressing, weed killer, and fuel.

(c) No Improvements. Tenant shall not erect or permit to be erected on the Property any non-removable structure or building without the written consent of the Owner.

(d) No Livestock. Tenant will not at any time during the Term of this Agreement permit any livestock to be grazed upon any portion of the Property.

6. Right to Re-enter Property and Surrender of Possession. The parties agree that upon termination of this Agreement, Tenant shall surrender possession of the Property to Owner. If Tenant fails to perform any provision of this Agreement within 30 days after receipt of written notice from Owner to cure such default, Owner shall have the right to pursue any remedy at law or in equity available to the Owner under the laws of the State of Kansas.

7. Liens and Taxes. When the Property is in Tenant's possession, Tenant shall keep it free and clear of all levies, liens, and encumbrances, other than those being contested which do not adversely threaten Owner's title to the Property. Owner shall pay when due all taxes and assessments levied against the Property.

8. Indemnification. Tenant shall hold harmless and indemnify Owner against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Property, or any failure of Tenant to comply with the terms of this Agreement. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding. Owner shall not be responsible for loss or damage to Tenant's crops, machinery, or other property, except to the extent caused by Owner's willful misconduct.

9. Assignment. Tenant shall not assign this Agreement or any interest in the leasehold without the prior written consent of Owner.

10. Existing Lease. The parties acknowledge that they are presently operating under a prior farm lease covering the same property. This Agreement supersedes and replaces that prior lease in its entirety, effective as of the commencement date of the Term stated herein. All rights and obligations of the parties under the prior lease shall terminate as of such date, except for any rent or other obligations that accrued before that date.

11. No Partnership. The parties understand and agree that this Agreement shall not be deemed to be, nor intended to give rise to, a partnership relationship between them.

12. Notice. Service of all notices under this Agreement shall be sufficient if given personally or mailed by certified mail, return receipt requested, to the party involved or at its respective address stated above, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

13. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

14. Merger Clause. The parties intend these terms to be a complete, conclusive, and final expression of all the conditions of their agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

16. Severability and Waiver. No waiver by either party of any default hereunder shall operate as a waiver of any other default. If a court of competent jurisdiction determines any provision of this Agreement to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year herein stated.

“OWNER”

City of Abilene, Kansas Land Bank

By: _____
Brandon Rein, Mayor

“TENANT”

Dan Reynolds

Justin Reynolds

Exhibit A



GOLDEN BELT HEIGHTS EAST, S07, T13, R02, BLOCK 6, LOT 1-25 BLOCK 7, LOT 1-36, BLOCK 8, LESS R/W..



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Ordinance 25-3465 Amending Section 1-1306, 1-1312, 1-1313, and 1-1314 of the City Code on Open Public Records Requests and Fees and Costs to Be Charged

Department: Administration

Staff Contact: Interim City Manager

Background:

The City's existing open-records ordinance, adopted as Ordinance No. 22-3423, incorporates the core requirements of KORA; however, recent statutory amendments and updated Attorney General guidance have prompted the need for clarification and modernization of several provisions. The suggested changes were presented and discussed with the City Commission at its November 24, 2025, meeting, and the revisions now brought forward reflect that discussion and direction.

The proposed ordinance amends four sections of the City Code—1-1306, 1-1312, 1-1313, and 1-1314—to ensure clear procedures, improved internal consistency, and compliance with current state law. The updates include revisions to response timelines, fee calculations, administrative procedures, and customer-service practices for managing public records requests. Response and Processing Requirements (Section 1-1306)

The ordinance incorporates KORA's explicit requirement that the City respond to records requests within three business days by providing the records, explaining the cause for delay, or issuing a denial. It also clarifies when written explanations for denials must be provided and authorizes staged or rolling production for large or complex requests.

Proposed updates ensure that all fees reflect the actual cost of staff time, materials, and equipment—consistent with K.S.A. 45-219—including the requirement that staff-time charges be based solely on wages and not employee benefits. The ordinance also confirms that electronic records cannot be assessed materials fees unless physical media is required and that postage and delivery costs must reflect actual charges. (Sections 1-1312, 1-1313, 1-1314)

Funding Source: N/A

City Attorney Review: 12/03/2025

Options:

1. Approve Ordinance 25-3465 Amending Section 1-1306, 1-1312, 1-1313, and 1-1314 of the City Code on Open Public Records Requests and Fees and Costs to Be Charged
2. Provide staff with an alternate direction
3. Take no action

Recommendation:

Approve Ordinance 25-3465 Amending Section 1-1306, 1-1312, 1-1313, and 1-1314 of the City Code on Open Public Records Requests and Fees and Costs to Be Charged

ORDINANCE NO. 25-3465

AN ORDINANCE AMENDING SECTIONS 1-1306, 1-1312, 1-1313, AND 1-1314 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS PERTAINING TO OPEN PUBLIC RECORDS REQUESTS AND FEES AND COSTS TO BE CHARGED TO PERSONS FOR ACCESSING OR COPYING OPEN PUBLIC RECORDS.

Be it be Ordained by the Governing Body of the City of Abilene, Kansas:

SECTION ONE. Section 1-1306 of the City Code of Abilene, Kansas is hereby amended to read as follows:

1-1306. Procedures for inspection; response deadline.

(a) Any person requesting access to an open public record for purposes of inspecting or copying such record, or obtaining a copy thereof, shall abide by the procedures adopted by the governing body for record inspection and copying, including those procedures established by record custodians as authorized by the governing body. Such procedures shall be posted in each city office keeping and maintaining open public records.

(b) The custodian shall act upon each request as soon as possible, but not later than the end of the third business day following receipt, by either: (1) providing the record(s); (2) providing a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available; or (3) issuing a written denial.

(c) If a request involves a large volume of records or requires extended review or redaction, the custodian may provide the records on a staged or rolling basis as they become available, so long as the custodian continues to act diligently and keeps the requester informed of the expected schedule for completion.

(d) If the request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester not later than the end of the third business day following the date that the request for the statement is received.

SECTION TWO. Section 1-1312 of the City Code of Abilene, Kansas is hereby amended to read as follows:

1-1312. Access and retrieval fee.

(a) Where a request has been made for access to or copies of any open public record which is readily available to the record custodian, there shall be no access and retrieval fee charged to the requester.

(b) In all cases not covered by subsection (a), a fee shall be charged to inspect or obtain copies of open public records based on the actual cost of staff time, materials, and equipment reasonably necessary to locate, retrieve, redact, and copy records. Staff time shall be charged at an hourly rate determined by the lowest-cost category of staff reasonably necessary to provide access to or furnish copies of public records. Charges for staff time shall be based on the employee's salary or hourly wage and shall not include the costs of employee benefits.

(c) No access and retrieval fee will be assessed when a denial of a request is made.

SECTION THREE. Section 1-1313 of the City Code of Abilene, Kansas is hereby amended to read as follows:

1-1313. Copying fee.

(a) Fees for copies of public records shall be limited to the actual cost of materials and equipment reasonably necessary to reproduce the requested records.

(b) When records are provided electronically, no materials fee shall be charged unless physical media or data-storage devices are required.

SECTION FOUR. Section 1-1314 of the City Code of Abilene, Kansas is hereby amended to read as follows:

1-1314. Mailing fee.

When copies of public records are mailed or otherwise delivered to a requester, the requester shall pay the actual cost of postage, shipping, or delivery, together with the actual cost of any materials or equipment reasonably necessary for packaging or transmission. A record custodian may demand prepayment of such costs whenever he or she believes such prepayment to be in the best interest of the city.

SECTION FIVE. Existing Sections 1-1306, 1-1312, 1-1313, and 1-1314 of the City Code of the City of Abilene, Kansas are hereby repealed.

SECTION SIX. 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.25-3465 Summary

On December 8, 2025 the City Commission passed Ordinance No. 25-3465. The ordinance amends existing Sections 1-1306, 1-1312, 1-1313, and 1-1314 of the City Code of the City of Abilene, Kansas, pertaining to open public records requests and fees and costs to be charged to persons for accessing or copying open public records. A complete copy of the Ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street

in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 8th day of December, 2025.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 8th day of December, 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

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Ordinance 25-3466 Amending Section 3-1103 of the City Code Pertaining to Applications for Solid Waste Collector Licenses

Department: Administration

Staff Contact: Interim City Manager

Background:

Chapter 3, Article 11 of the Abilene City Code establishes licensing requirements for solid waste collectors. Section 3-1103 currently requires each applicant to submit "a certificate of inspection and approval...by the County Health Officer" for the vehicle used to collect or transport waste.

The County Health Officer does not conduct vehicle inspections and does not issue certificates of approval for solid-waste collection vehicles. As a result, the requirement in § 3-1103 is not administratively achievable and creates a compliance barrier that cannot be met by applicants or enforced by the City.

Waste collection vehicles operating in Kansas are already subject to statewide vehicle safety requirements, including the Kansas Highway Patrol (KHP) commercial motor vehicle inspection and related federal motor carrier safety standards. These inspections ensure the mechanical soundness and safe operation of commercial vehicles, including those used for solid-waste collection.

Staff recommends revising § 3-1103 to replace the obsolete requirement for a County Health Officer inspection with a requirement that applicants submit a valid State of Kansas commercial vehicle inspection certificate (or comparable KHP-approved inspection form) and a certificate of insurance for each vehicle used in solid-waste or liquid-waste collection.

This amendment will:

- Ensure that vehicle safety is verified through an established, consistent, and enforceable inspection program;
- Remove an administrative requirement that cannot be fulfilled; and

The city attorney has drafted an ordinance reflecting the recommended changes.

Funding Source: N/A

City Attorney Review: 12/03/2025

Options:

1. Approve Ordinance 25-3466 Amending Section 3-1103 of the City Code Pertaining to Applications for Solid Waste Collector Licenses
2. Provide staff with an alternate direction
3. Take no action

Recommendation: Approve Ordinance 25-3466 Amending Section 3-1103 of the City Code Pertaining to Applications for Solid Waste Collector Licenses

ORDINANCE NO. 25-3466

AN ORDINANCE AMENDING SECTION 3-1103 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS PERTAINING TO APPLICATIONS FOR SOLID WASTE COLLECTOR LICENSES.

Be it be Ordained by the Governing Body of the City of Abilene, Kansas:

SECTION ONE. Section 3-1103 of the City Code of Abilene, Kansas is hereby amended to read as follows:

3-1103. Application.

Any person desiring to collect or transport solid or liquid waste within the city shall make application for a license to the City Clerk. The application shall set forth the name and address of the applicant, the make and type of vehicle to be operated for collecting and transporting solid or liquid waste. The application shall be accompanied by:

1. a valid State of Kansas commercial vehicle inspection certificate, or other inspection form approved by the Kansas Highway Patrol, for each such vehicle; and
2. a certificate of insurance evidencing liability coverage for the applicant and each vehicle to be used in the collection or transportation of solid or liquid waste, with minimum limits of not less than \$1,000,000 per occurrence, and naming the City as an additional insured.

SECTION TWO. Existing Section 3-1103 of the City Code of the City of Abilene, Kansas is hereby repealed.

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.25-3466 Summary

On December 8, 2025 the City Commission passed Ordinance No. 25-3466. The ordinance amends existing Section 3-1103 of the City Code of the City of Abilene, Kansas, pertaining to applications for solid waste collector licenses and the documents accompanying such applications. A complete copy of the Ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 8th day of December, 2025.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 8th day of December, 2025.

Aaron O. Martin, Legal Counsel



City Commission

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Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Consider Approval of a Progressive Design-Build Agreement with Mid-America Sports Construction for the Recreation Improvement Project

Department: Parks and Recreation

Staff Contact: Parks and Recreation Director

Background:

On September 8, 2025, the City Commission approved a Letter of Engagement authorizing Mid-America to work with the Design Committee to finalize project goals, requirements, and overall feasibility. This pre-design work has now been completed, resulting in Schematic Design Documents; early sketches and drawings that show the general layout and concept of the project to find agreement on the basic idea before more detailed work begins.

The next step is to enter into a Progressive Design-Build Agreement with Mid-America Sports Construction. Under the AIA A141PDB-2024 structure, the design-build process consists of two primary phases:

1. Design Phase – Deliverables in this phase will include:
 - Design development documents
 - Preliminary cost estimates and value-engineering options
 - Project schedule refinement
 - Construction documents sufficient to establish scope, quality, and budget parameters
2. Construction Phase – After completion and approval of the design documents by both the Design Committee and the City Commission, and amendment – provided for under the A141PDB-2024 Agreement – establishing the Not-to-Exceed cost and authorizing construction to proceed will come before the City Commission for approval.

This agenda item requests approval to proceed with the Progressive Design-Build Agreement so the project may advance into the formal design phase.

Funding Source: General Obligation Temporary Notes

City Attorney Review: 12/03/2025

Options:

1. Approve the Progressive Design-Build agreement with Mid-America Sports Construction and authorize the Mayor to sign the required documents
2. Provide staff with an alternate direction
3. Take no action

Recommendation: Approve the Progressive Design-Build agreement with Mid-America Sports Construction and authorize the Mayor to sign the required documents.



AIA® Document A141®PDB – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project

AGREEMENT made as of the Eighth day of December in the year Two Thousand Twenty-Five

(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Abilene Parks & Recreation
1020 NW 8th St
Abilene, KS 67410
785-263-7266

and the Design-Builder:

(Name, legal status, address, and other information)

Mid-America Golf and Landscape Inc, DBA Mid-America Sports Construction
1621 SE Summit Lee's Summit
Lees Summit, MO 64081-3291
816-524-0010

for the following Project:

(Name, location, and detailed description)

Abilene Softball Complex
1020 NW 8th St
Abilene, KS 67410
Design-Build of new sports complex

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 DESIGN PHASE
- 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT
- 6 CONSTRUCTION PHASE
- 7 CHANGES IN THE WORK
- 8 OWNER'S RESPONSIBILITIES
- 9 TIME
- 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 11 PROTECTION OF PERSONS AND PROPERTY
- 12 INSURANCE AND BONDS
- 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK
- 14 COPYRIGHTS AND LICENSES
- 15 TERMINATION OR SUSPENSION
- 16 CLAIMS AND DISPUTES
- 17 MISCELLANEOUS PROVISIONS
- 18 SCOPE OF THIS AGREEMENT

TABLE OF EXHIBITS

- A INSURANCE AND BONDS
- B DESIGN-BUILD AMENDMENT
- C SUSTAINABLE PROJECTS EXHIBIT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.12, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

Create a high-quality, durable, and tournament-capable Softball Complex to serve its community and the greater Central Kansas region

§ 1.1.2 The Owner's design requirements for the Project:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Conceptual Design Guidelines

Complex

- Fence enclosing complex
- Centrally located main entrance
- Asphalt connecting all fields

3 High School Softball Fields

- Meet KSHSAA Softball Field Requirements
- Dimensions: 200'
- Foul Poles
- Chain link backstops
- Scoreboard on 1 softball field with pitch count
- Base Lengths: 60'
- Pitching rubber inserts: 43'
- Bullpen on home and visitor side (1 Each)
- Chain link dugouts at each field
- Orange A in 1 softball artificial turf infield
- Irrigation system for all fields that include grass outfields
- Conduit runs and pull boxes for future field lighting

1 Intermediate baseball/softball field:

- Dimensions: 300'
- Base Lengths: 3 lengths to be chosen by owner during design process
- Pitching rubber inserts: 3 locations to be chosen by owner during design process
- Bullpen on home and visitor side (1 Each)
- Irrigation system for grass outfield
- Conduit runs and pull boxes for future field lighting

Field Surfacing

- Base Bid: Artificial turf infield, grass outfield for all fields
-

Add Alternate 1: Field Lighting

§ 1.1.3 The Project's physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

EXHIBIT C – Site Boundary

EXHIBIT D – Geotechnical Report by Kaw Valley Engineering

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

NA

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

NA

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)
Four Million Dollars and Zero Cents (\$4,000,000.00)

§ 1.1.7 The Owner's anticipated design and construction milestones:

- .1 Design-Builder's written report under Section 4.3.3 submission date:
December 10, 2025
- .2 Design Phase milestone dates, if any:
(Include dates, such as milestones for Schematic Design, Design Development, or Construction Documents.)
Design & Permitting 90-120 days
Site Prep & Utilities 30-60 days
Field & Structure Build Out 180-210 days
Final Finish & Inspections 30 days
Total Duration 365-425 days
- .3 Design Builder's Proposal submission date:
February 10, 2026
- .4 Construction commencement date:
March 25, 2026
- .5 Substantial Completion date or dates:
(Include phased completion dates, if any.)
March 31, 2027
- .6 Other milestone dates:
NA

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

NA

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

NA

§ 1.1.10 The Owner's requirements for the information to be furnished in the Design-Builder's staffing plan for Design

Phase Services, as required under Section 4.2.8:
(List Owner-specific requirements to be included in the staffing plan.)

NA

§ 1.1.11 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List Owner-specific requirements for subcontractor procurement.)

NA

§ 1.1.12 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

NA

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 8.1.1:
(List name, address, and other information.)

Kellee Timbrook
1020 NW 8th St
Abilene, KS 67410
785-200-4732
kellee@abilenecityhall.com

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

- .1 Land Surveyor:
- .2 Geotechnical Engineer:
- .3 Civil Engineer:
- .4 Other consultants:
(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)
- .5 Separate Contractors:
(List any Separate Contractors to be retained by the Owner.)

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Dominic Scarpelli
1621 SE Summit Lee's Summit
Lees Summit, MO 64081-3291
8102805362
dscarpelli@mid-america-golf.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers identified below:
(List name, discipline, address, and other information.)

Civil Engineer
Kimley-Horn and Associates
PO Box 856408
Minneapolis, MN 55485
Subcontractors
Elite Fence

Suppliers
Hamm
SSI
Dugouts USA
AstroTurf
ASP
Midwest Concrete Materials

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 13.2.2, or arising under Sections 11.3 and 11.4, shall be:

(Check the appropriate box.)

- ☒ Subject to a Meet and Confer obligation in accordance with Section 16.2.1.
- ☐ Referred to the following Project Neutral for an initial decision in accordance with Section 16.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 16.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 16.4, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 16.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Time. Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for Commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.6 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.7 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.8 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, other documents listed in Article B.3 of the Design-Build Amendment and Construction Documents reviewed and approved by the Owner. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.9 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.10 Guaranteed Maximum Price. The Guaranteed Maximum Price is the maximum sum that the Owner is obligated to pay to Design-Builder for the Work following execution of the Design-Build Amendment, subject to additions and deductions by Change Order as provided in the Design-Build Documents. The Guaranteed Maximum Price shall include: (a) the Cost of the Work; (b) the Design-Builder’s Fee; and (c) the Design-Builder’s contingency, as set forth in Section 5.1.4. The Guaranteed Maximum Price shall include all sales, consumer, use, and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time the Design-Build Amendment is executed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ 1.4.10.1 Contract Sum. The Contract Sum is the Cost of the Work plus the Design-Builder’s Fee. The Contract Sum is guaranteed by the Design-Builder not to exceed the Guaranteed Maximum Price established by the Design-Build Amendment.

§ 1.4.10.2 Cost of the Work. The Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work and includes the cost of the Construction Work and compensation for Design Services to be performed after execution of the Design-Build Amendment.

§ 1.4.10.2.1 The Cost of the Work shall include only the items identified as Costs to be Reimbursed in Section 2.3.2 of this Agreement.

§ 1.4.10.2.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner’s prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ 1.4.10.2.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 1.4.11 Work. “Work” means (a) Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, (c) Design Services performed during the Design Phase, (d) Design Services performed during the Construction Phase, and (e) Construction Work required by the Design-Build Documents.

§ 1.4.11.1 Design Services. “Design Services” are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.11.2 Construction Work. “Construction Work” is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents.

§ 1.4.12 Early Release Work. “Early Release Work” is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.13 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.14 Notice

§ 1.4.14.1 Except as otherwise provided in Section 1.4.14.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

§ 1.4.14.2 Notice of Claims as provided in Section 16.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.15 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.16 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

§ 1.6 The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder’s Design Phase Basic Services the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

- .1

Stipulated Sum
(Insert amount.)

Two Hundred Thirty Thousand Five Hundred Dollars and Zero Cents (\$230,500.00)
- .2

Other
(Describe the method of compensation.)

§ 2.1.2 For the Design-Builder’s Other Design Phase Services designated in Section 4.7.1 and for any Sustainability Services required pursuant to Section 4.7.3, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Items designated as Design-Builder responsibility are included in Design Phase Stipulated Sum.

§ 2.1.3 For Additional Services that may arise during the Design Phase, including those under Section 4.8, the Owner shall compensate the Design-Builder as follows:
(Insert amount of, or basis for, compensation.)

Any Additional Services must be formally requested by the Owner, clearly defined in writing, and approved through a Change Order executed in accordance with this Agreement. No Additional Services shall be compensable unless authorized in this manner.

Any change in the scope of the Work shall require approval by the City Commission. Cost changes in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) may be authorized through a Change Order executed by the Owner. Cost changes exceeding Twenty-Five Thousand Dollars (\$25,000) shall require the prior approval of the City Commission before becoming effective.

§ 2.1.4 Compensation for Other Design Phase Services and Additional Services of the Design-Builder’s Architect and Consultants when not included in Sections 2.1.2 or 2.1.3, shall be the amount invoiced to the Design-Builder’s Architect or Consultant plus Fifteen percent (15.00%), or as follows:
(Insert amount of, or basis for computing, Design-Builder’s Architect’s and Consultants’ compensation for Other Design Phase or Additional Services.)

§ 2.1.5 When compensation for Design Phase Basic Services is based on a stipulated sum, the proportion of compensation for each phase of services shall be as follows:
(Modify accordingly based upon the scope of Work to be performed prior to the execution of the Design-Build Amendment.)

December Invoice	Twenty-Five	percent (	25	%)
January Invoice	Twenty-Five	percent (	25	%)
February Invoice	Twenty-Five	percent (	25	%)
March Invoice	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 2.1.6 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and

Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 2.1.7 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.7.1 Reimbursable Expenses are in addition to compensation set forth in Sections 2.1.1, 2.1.2, 2.1.3, and 2.1.4 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.7.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus Fifteen percent (15.00 %) of the expenses incurred.

§ 2.1.8 Payments to the Design-Builder Prior to Execution of Design-Build Amendment

§ 2.1.8.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment, including the Design Phase Basic Services, Other Design Phase Services, and Additional Services, shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.8.1.1 Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 2.1.8.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 Guaranteed Maximum Price

§ 2.3.1.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum up to the Guaranteed Maximum Price as set forth in this Section 2.3.1, in Article 10, and the Design-Build Amendment.

§ 2.3.1.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Design-Builder's Fee.)

All fees associated with the Design-Build Amendment will be included in the GMP

§ 2.3.1.3 The method of adjustment of the Design-Builder's Fee for changes in the Work:

The cost of the work plus 15.00%

§ 2.3.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: Subcontractors will be limited to a total of 15.00% combined overhead and profit. The Design-Builder may add an additional fee of no more than 10% on first \$20,000 of subcontractor cost; 7.5% on next \$30,000 of subcontractor cost; and 5% on balance over \$50,000 of subcontractor cost.

§ 2.3.1.5 Rental rates for Design-Builder-owned equipment shall not exceed Fifteen percent (15.00 %) of the standard rental rate paid at the place of the Project.

§ 2.3.1.6 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.1.6.1 through 2.3.1.6.4, insert the information or a statement such as "not applicable.")

- .1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

\$200.00 per day, for each day that expires after the time specified for Substantial Completion until the Work is substantially complete as fixed in the certificate of Substantial Completion

- .2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

Substantial Completion Date of March 31, 2027

- .3 Insert the limit, if any, on the total amount of liquidated damages:

NA

- .4 Insert any other terms for liquidated damages:

NA

§ 2.3.3 Costs Not to Be Reimbursed

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section 2.3.2.1 or as may be provided elsewhere in this Agreement;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor, Sub-Subcontractor, or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Design-Builder's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Section 2.3.2;
- .5 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .6 Except as provided in Section 2.3.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of this Agreement by, the Design-Builder, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Section 2.3.2;
- .8 Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Any deductibles arising under any insurance required to be provided by the Design-Builder;
- .10 Any uninsured losses which result from a failure of the Design-Builder to maintain insurance required by the Contract Documents or the denial of coverage under such insurance or the failure of an insurer to otherwise pay claims under such insurance; and
- .11 Dues and assessments of professional organizations or associations



ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and the costs attributable to correction shall not be a Cost of the Work.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 16;
- .11 Cumulative total of (a) Basic Design Phase Services, Other Design Phase Services, Additional Design Phase Services, and Reimbursable Expenses performed prior to execution of the Design-Build Amendment, (b) Contract Sum, and (c) balance of the contingency, to date;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) the Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, and (c) Design Services performed during the Design Phase and Construction Phase consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner

shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 15.1.4 or 15.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 12 and AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 DESIGN PHASE

§ 4.1 Design-Builder's Design Phase Basic Services

The Design-Builder's Design Phase Basic Services consist of the Preconstruction Services, Evaluation of Owner's Criteria, Schematic Design Services, Design Development Services, and Construction Documents Services described in this Article 4.

§ 4.2 Preconstruction Services

§ 4.2.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.2.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2.3 The Design-Builder shall schedule and conduct meetings with the Owner, Architect, Consultants, and Subcontractors, as necessary, to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 4.2.4 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 4.2.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 4.2.5 The Design-Builder shall provide recommendations to the Owner with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction, taking into consideration cost reductions, cost information, constructability, provisions for temporary facilities, procurement, and construction scheduling issues.

§ 4.2.6 The Design-Builder shall, with the Owner, consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Guaranteed Maximum Price as provided by the Owner in accordance with Section 8.2.2.

§ 4.2.7 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall consult with the Owner and make recommendations regarding constructability and schedules, for the Owner's review and approval.

§ 4.2.8 The Design-Builder shall provide a staffing plan for Design Phase services for the Owner's review and approval.

§ 4.2.9 If the Owner identified a Sustainable Objective in Article 1, the Design-Builder shall fulfill its Design Phase responsibilities as required in AIA Document A141PDB-2024 Exhibit C, if any, attached to this Agreement.

§ 4.2.10 The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Design-Builder.

§ 4.2.11 Cost Estimating

§ 4.2.11.1 Based on the Design-Builder's evaluation of the Owner's Criteria, the Design-Builder shall prepare, for the Owner's review and approval, a preliminary estimate of the Guaranteed Maximum Price. If the Design-Builder recommends alternatives to the Owner's Criteria, the Design-Builder shall provide cost evaluations of those alternatives.

§ 4.2.11.2 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall prepare and update, at appropriate intervals agreed to by the Owner and Design-Builder, an estimate of the Guaranteed Maximum Price with increasing detail and refinement. The estimates shall include costs to account for the further development of the design, price escalation, and market conditions, until such time as the parties agree on a Guaranteed Maximum Price. The estimates shall be provided for the Owner's review and approval.

§ 4.2.11.3 If, prior to the conclusion of the Design Development Phase, the Design-Builder's estimate of the Guaranteed Maximum Price exceeds the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Guaranteed Maximum Price.

§ 4.2.11.4 If the Design-Builder's estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Phase exceeds the Owner's budget for the Guaranteed Maximum Price, the Owner shall:

- .1 Give written approval of an increase in the budget for the Guaranteed Maximum Price;
- .2 Terminate in accordance with Section 15.1.5;
- .3 In consultation with the Design-Builder, revise the Project program, scope, quality, or other Owner Criteria as required to reduce the Guaranteed Maximum Price; or
- .4 Implement any other mutually acceptable alternative.

§ 4.2.11.5 If the Owner chooses to proceed under Section 4.2.11.4.3, the Design-Builder, without additional compensation, shall incorporate the revisions in the Construction Documents Services as necessary to comply with the Owner's budget for the Guaranteed Maximum Price at the conclusion of the Design Development Services, or the budget as adjusted under Section 4.2.11.4.1. The Design-Builder's revisions in the Construction Documents Services shall be the limit of the Design-Builder's responsibility under this Section 4.2.11.

§ 4.2.11.6 After incorporation of revisions under Section 4.2.11.5, the Design-Builder shall, as an Additional Service, make required revisions to the Drawings, Specifications or other documents necessitated by the Design-Builder's subsequent cost estimates or the Design-Builder's Proposal that exceed the Owner's budget for the Guaranteed Maximum Price, except when the excess is due to changes initiated by the Design-Builder in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 4.2.11.7 The Design-Builder does not warrant or guarantee estimates and schedules except as may be included as part of the Design Build Amendment.

§ 4.2.12 Subcontractors and Suppliers

§ 4.2.12.1 The Design-Builder shall be responsible for obtaining subcontractors for the project.

§ 4.2.13 Early Release Work

§ 4.2.13.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 4.2.13.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 4.2.13.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Guaranteed Maximum Price and the time for performing the Early Release Work shall be included in the Contract Time.

§ 4.2.13.4 Early Procurement of Materials or Equipment by Owner

§ 4.2.13.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 4.2.14 Other Design-Builder Preconstruction Services

Insert a description of other Preconstruction services to be provided by the Design-Builder, or reference an exhibit attached to this document.

(Describe any other Preconstruction services, such as providing cash flow projections, development of a project information management system, etc.)

NA

§ 4.3 Evaluation of the Owner's Criteria

§ 4.3.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.3.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or

entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.3.3 In accordance with Section 1.1.7.1, the Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall include:

- .1 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .2 A preliminary estimate of the Guaranteed Maximum Price, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .3 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .4 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and, (v) review and approval of submissions by authorities having jurisdiction;
- .5 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule;
- .6 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

NA

§ 4.3.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Schematic Design as described in Section 4.4.

§ 4.3.5 If the Owner's consent granted pursuant to Section 4.3.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 7.

§ 4.4 Schematic Design Services

§ 4.4.1 Based on the Owner's approval of the Design-Builder's written report, the Design-Builder shall prepare Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.4.2 The Design-Builder shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price. The Owner may obtain more advanced sustainable design services as Other Design Phase Services under Section 4.7.

§ 4.4.3 The Design-Builder shall submit the Schematic Design Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Schematic Design Documents.

§ 4.4.4 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Schematic Design Services, the Design-Builder shall take action under Section 4.2.11.3, if necessary, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required at the conclusion of the Schematic Design Services, the Design-Builder shall incorporate the required revisions as Design Development Services.

§ 4.5 Design Development Services

§ 4.5.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of adjustments in the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall include outline

specifications that identify major materials and systems and establish in general their quality levels.

§ 4.5.2 The Design-Builder shall submit the Design Development Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Design Development Documents.

§ 4.5.3 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Services, the Design-Builder shall take action as required under Section 4.2.11.4, if necessary, and request the Owner's approval of the Design Development Documents. If revisions to the Design Development Documents are required at the conclusion of the Design Development Services, the Design-Builder shall incorporate the required revisions as Construction Documents Services.

§ 4.6 Construction Documents Services

§ 4.6.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall prepare Construction Documents for the Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the Construction Work. The Construction Documents shall incorporate, or be updated to incorporate, agreed upon clarifications and assumptions, if any, from the Design-Builder's Proposal, which are incorporated into the Design-Build Amendment. The Owner and Design-Builder acknowledge that, in order to perform the Construction Work, the Design-Builder will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Owner shall review in accordance with Section 6.3.

§ 4.6.2 The Design-Builder shall incorporate the requirements of authorities having jurisdiction over the Project into the Construction Documents.

§ 4.6.3 The Design-Builder shall submit the Construction Documents to the Owner for review and approval. The Design-Builder and the Architect shall meet with the Owner to review the Construction Documents.

§ 4.6.4 Upon receipt of the Owner's review comments, the Design-Builder shall revise the Construction Documents and request the Owner's approval of the Construction Documents. The Construction Documents shall become part of the Design-Build Documents upon the Owner's review and approval of the Construction Documents.

§ 4.6.4.1 If the Design-Build Amendment has not been executed prior to completion of the Construction Documents Services, the Design-Builder shall provide an estimate of the Guaranteed Maximum Price to the Owner and take such action as required under Section 4.2.11.5 and request the Owner's approval of the Construction Documents.

§ 4.7 Other Design Phase Services

§ 4.7.1 The Design-Builder shall provide the Other Design Phase Services listed below only if specifically designated in the table below as the Design-Builder's responsibility, and the Owner shall compensate the Design-Builder as provided in Section 2.1.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Design-Builder is designated, the parties agree that the Other Design Phase Service listed below is not being provided for the Project.

(Designate the Design-Builder's Other Design Phase Services and the Owner's Other Design Phase Services required for the Project by indicating whether the Design-Builder or Owner shall be responsible for providing the identified Service. Insert a description of the Other Design Phase Services in Section 4.7.2 below or attach the description of services as an exhibit to this Agreement.)

Other Design Phase Services		Responsibility (Design-Builder or Owner)
§ 4.7.1.1	Assistance with selection of subcontractors	Design-Builder
§ 4.7.1.2	Programming	Owner
§ 4.7.1.3	Multiple preliminary designs	Design-Builder
§ 4.7.1.4	Measured drawings	Design-Builder
§ 4.7.1.5	Existing facilities surveys	NA
§ 4.7.1.6	Site evaluation and planning	Design-Builder

§ 4.7.1.7	Development of Building Information Models for post construction use	NA
§ 4.7.1.8	Landscape design	Design-Builder
§ 4.7.1.9	Architectural interior design	NA
§ 4.7.1.10	Post-occupancy evaluation	Owner
§ 4.7.1.11	Facility support services	Owner
§ 4.7.1.12	Tenant-related services	Owner
§ 4.7.1.13	Design-Builder's coordination of the Owner's consultants	NA
§ 4.7.1.14	Telecommunications/data design	NA
§ 4.7.1.15	Security evaluation and planning	Owner
§ 4.7.1.16	Commissioning	Owner
§ 4.7.1.17	Sustainable Project Services pursuant to Section 4.7.3	NA
§ 4.7.1.18	Historic preservation	Owner
§ 4.7.1.19	Civil engineering	Design-Builder
§ 4.7.1.20	Furniture, furnishings, and equipment design	NA
§ 4.7.1.21	Other services provided by specialty consultants	NA
§ 4.7.1.22	Other Design Phase Services	NA

§ 4.7.2 Description of Other Design Phase Services

§ 4.7.2.1 A description of each Service identified in Section 4.7.1 as the Design-Builder's responsibility is provided below. *(Describe in detail the Design-Builder's Other Design Phase Services identified in Section 4.7.1 or, if set forth in an exhibit, identify the exhibit.)*

NA

§ 4.7.2.2 A description of each Other Design Phase Service identified in Section 4.7.1 as the Owner's responsibility is provided below. *(Describe in detail the Owner's Other Design Phase Services identified in Section 4.7.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.7.3 If the Owner identified a Sustainable Objective in Article 1, the Design-Builder shall provide, as an Other Design Phase Service, the Sustainability Services required in AIA Document A141PDB-2024 Exhibit C, attached to this Agreement. The Owner shall compensate the Design-Builder as provided in Section 2.1.2.

§ 4.8 Design Phase Additional Services

The Design-Builder may provide Additional Services after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Design-Builder, any Additional Services provided in accordance with this Section 4.8 shall entitle the Design-Builder to compensation pursuant to Section 2.1.3 and an appropriate adjustment in the Design-Builder's schedule.

§ 4.8.1 Upon recognizing the need to perform the following Additional Services, the Design-Builder shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design-Builder shall not proceed to provide the following Additional Services until the Design-Builder receives the Owner's written authorization:

- .1 Services necessitated by a change in the Owner's Criteria, previous instructions or recommendations given by the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Guaranteed Maximum Price;
- .2 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 4.2.11.6, when such revisions are required because the Design-Builder's estimate of the Guaranteed Maximum Price or the Design-Builder's Proposal exceeds the Owner's budget for the Guaranteed Maximum Price, except where such excess is due to changes initiated by the Design-Builder in scope, capacities of basic systems,

- or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Separate Contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and Separate Contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design-Builder is party thereto;
- .10 Consultation concerning replacement of Construction Work resulting from fire or other cause during construction;
- .11 Assistance to the Project Neutral, if any; and
- .12 Additional preconstruction services of the Design-Builder in excess of those identified in this Article 4.

§ 4.9 Owner's Design Phase Responsibilities. The Owner shall coordinate the design activities of the Owner's own forces and consultants, and of each Separate Contractor, with the Design Services of the Design-Builder, who shall cooperate with them.

ARTICLE 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT

§ 5.1 Design-Builder's Proposal

§ 5.1.1 At a time to be mutually agreed upon by the Owner and the Design-Builder, but no earlier than the conclusion of the Design Development Services, the Design-Builder shall prepare the Design-Builder's Proposal for the Owner's review and acceptance.

§ 5.1.2 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price in the Design-Builder's proposal shall include the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.1.3 The Design-Builder shall include with the Design-Builder's Proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 6.3.5;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal, including assumptions under Section 5.1.2;
- .4 A statement of the proposed Guaranteed Maximum Price;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 5.1.4 In preparing the Design-Builder's Proposal, the Design-Builder shall include a contingency for the Design-Builder's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 5.1.5 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 5.2 Design-Build Amendment

§ 5.2.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Guaranteed Maximum Price with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 5.2.2 The Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Design-Build Amendment unless the Owner provides prior written authorization for such costs.

§ 5.2.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 6 CONSTRUCTION PHASE

§ 6.1 Commencement of the Construction Work. Except for any Early Release Work described in Section 4.2.13, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 6.2 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under this Agreement, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 6.3 Submittals

§ 6.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Construction Work.
- .2 Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 6.3.2 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 6.3.6.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 6.3.3 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Guaranteed Maximum Price or extension of Contract Time based on the time required for review of submittals.

§ 6.3.4 Documents and Submittals at the Site

The Design-Builder shall make available at the Project site the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 6.3.5 Design-Builder's Submittal Responsibilities

§ 6.3.5.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause

no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 6.3.5.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 6.3.5.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 6.3.5.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 6.3.5.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 6.3.6 Owner's Submittal Responsibilities

§ 6.3.6.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 6.3.5. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.6.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.3.6.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address, and other information.)

Kimley-Horn and Associates

§ 6.4 Services Necessary to Support Construction Work

§ 6.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 6.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 6.4.2.1 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by such design professionals under Section 6.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 6.5 Labor and Materials

§ 6.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 6.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 6.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 6.6 Permits, Fees, Notices and Compliance with Laws

§ 6.6.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 6.6.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

§ 6.6.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Guaranteed Maximum Price or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 16.

§ 6.6.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Guaranteed Maximum Price and Contract Time arising from the existence of such remains or features may be made as provided in Article 16.

§ 6.7 Allowances

§ 6.7.1 The Design-Builder shall include in the Guaranteed Maximum Price all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 6.7.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Guaranteed Maximum Price but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Guaranteed Maximum Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 6.7.2.1 and (2) changes in Design-Builder's costs under

Section 6.7.2.2.

§ 6.7.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 6.8 Subcontracts and Other Agreements

§ 6.8.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 6.8.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 6.8.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 6.8.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 10.

§ 6.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 6.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 6.11 Cleaning Up

§ 6.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 6.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 6.12 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 6.13 Construction Work by Owner or by Separate Contractors

§ 6.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.13.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's

own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 6.13.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 6.13.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 6.13.1.4 If the Owner enlists the support of other Contractors to perform work on this project and those Contractors delay the progress and/or have a negative impact to the overall construction schedule, the Design-Build Contractor shall be compensated for the expenses incurred by those delays and the loss of other income those delays cause.

§ 6.14 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 6.15 Mutual Responsibility

§ 6.15.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 6.15.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.15.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 6.15.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 11.2.5.

§ 6.15.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 6.10.

§ 6.15.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Design-Build Documents.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 7.2 Change Order

A Change Order is a written instrument signed the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the work;

- .2** The amount of the adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.1 In-Kind Donations of Materials After Execution of the Design-Build Amendment

.1 Recognition of In-Kind Contributions. After execution of the Design-Build Amendment and establishment of the Guaranteed Maximum Price (GMP), the Owner may, from time to time, receive in-kind donations of construction materials, equipment, or products intended for use in the Project. The Owner shall provide reasonable documentation of the fair market value of the donated materials. The parties shall mutually agree on the valuation for purposes of adjusting the GMP.

.2 Change Order Required. No in-kind donation shall modify the Work or the Design-Builder's obligations unless memorialized by a written Change Order executed in accordance with this Agreement.

.3 Adjustment of the GMP. Upon receipt of an in-kind donation, the parties shall process one of the following Change Order approaches:

(a) Deductive Change Order. If the donated materials directly replace materials included in the GMP, the parties shall issue a deductive Change Order in the amount of the agreed value of the donated materials. The Design-Builder shall incorporate and install the donated materials as part of the Work, and the GMP will be reduced accordingly. The Design-Builder shall not charge overhead, profit, or fee on the value of donated materials.

(b) Scope Removal and Substitution. If the Owner wishes to use the value of the in-kind donation to add other Project components or improvements, the parties shall issue a Change Order:

- (i) removing from the GMP the cost and quantity of the materials being replaced by the donation; and
- (ii) adding Owner-authorized substitute Work of equal or lesser value.

.4 Design-Builder Cooperation. The Design-Builder shall coordinate receipt, inspection, storage, and installation of donated materials in the same manner as procured materials, provided the donated materials meet applicable specifications and approvals

§ 7.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 7.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Change Directive provides for an adjustment to the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one

of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for the Design-Builder's Fee as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 7.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Guaranteed Maximum Price and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 16.

§ 7.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for the Design-Builder's Fee shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 16.

§ 7.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective

immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 8 OWNER'S RESPONSIBILITIES

§ 8.1 General

§ 8.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 8.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 8.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 8.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them as an Additional Service, Change Order, or Change Directive.

§ 8.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141PDB-2024 Exhibit C, attached to this Agreement.

§ 8.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 8.1.7 The Owner shall purchase and maintain insurance as set forth in Article 12 and AIA Document A141PDB-2024 Exhibit A.

§ 8.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 8.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 8.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 17.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 8.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 10.8 and the date of final completion in accordance with Section 10.10.

§ 8.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 8.2 Information and Services Required of the Owner

§ 8.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 8.2.2 The Owner shall establish and periodically update the Owner's budget for the Work, including (1) the budget for the Guaranteed Maximum Price, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall establish an initial budget for the Guaranteed Maximum Price no later than the Owner's (1) approval of the Design-Builder's written report containing its preliminary evaluation of the Owner's Criteria, and (2) authorization for the Design-Builder to commence Schematic Design phase services in accordance with Section 4.4. If the Owner increases or decreases the Owner's budget for the Guaranteed Maximum Price, the Owner shall notify the Design-Builder. The Owner, in consultation with the Design-Builder, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 8.2.3 The Owner shall furnish tests, inspections, and reports, required by law, and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 8.2.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 8.2.5 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 8.2.6 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 8.2.7 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 8.2.8 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 8.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 8.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 8.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 8.3 Evidence of the Owner's Financial Arrangements

§ 8.3.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 8.3.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Guaranteed Maximum Price. If the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Guaranteed Maximum Price under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 8.3, the Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided in the Design-Build Documents.

§ 8.3.3 After the Owner furnishes evidence of financial arrangements under this Section 8.3, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 8.3.4 Where the Owner has designated information furnished under this Section 8.3 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 17.

§ 8.4 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 13.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 6.13.1.2.

§ 8.5 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 10.5, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 16.

ARTICLE 9 TIME

§ 9.1 Progress and Completion

§ 9.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 9.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 9.2 Delays and Extensions of Time

§ 9.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 16.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time.

§ 9.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 16.

§ 9.2.3 This Section 9.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

§ 9.3 Contractor's Right to Stop Construction Work

§ 9.3.1 If the Owner fails to provide timely responses and/or direction to the Design-Build team for items required to maintain the milestone schedule.

§ 9.3.2 If the Owner's Contractors delay the progress of work the Design-Builder will have the option to provide 5 day notice to the Owner that the Design-Build Team will be stopping work and demobilizing until the overall scope of the Owner's Contractors is caught up to the Construction Schedule. The Design-Build Team will be entitled to all costs and allowable markups for the demobilization and remobilization.

ARTICLE 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 10.1 Guaranteed Maximum Price

The Guaranteed Maximum Price is stated in the Design-Build Amendment.

§ 10.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 10.2 Schedule of Values

The Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Guaranteed Maximum Price as required by the Design-Build Documents. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 10.3 Applications for Payment

§ 10.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 10.3.1.1 As provided in Section 7.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 10.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 10.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 10.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 10.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 10.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 10.5.1.

§ 10.5 Decisions to Withhold Certification

§ 10.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 10.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Damage to the Owner or a Separate Contractor; or
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 10.5.2 If Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 10.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 16.

§ 10.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 10.5.4 If the Owner withholds certification for payment under Section 10.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 10.6 Progress Payments

§ 10.6.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum, to the Design-Builder, as provided below and elsewhere in the Design-Build Documents.

§ 10.6.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 10.6.3 Applications for Payment show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 10.6.4 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ 10.6.4.1 The amount of each progress payment shall include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Change Directives that the Owner determines to be reasonably justified; and
- .4 The Design-Builder's Fee, computed upon the Cost of the Work described in Article 2 at the rate stated in Article 2 or, if the Design-Builder's Fee is stated as a lump sum in that Article, an amount that bears the same ratio to that lump-sum fee as the Cost of the Work in that Article bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 10.6.4.2 The amount of each progress payment shall be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in this Article 10;
- .3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, Sub-Subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;
- .4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in this Article 10;
- .5 The shortfall, if any, indicated by the Design-Builder in the documentation required by this Article 10 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 10.6.5.

§ 10.6.5 Retainage

§ 10.6.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 10.6.5.2 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

Materials incorporated into the project

§ 10.6.5.3 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 10.6.5.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in the Design-Build Amendment, insert provisions for such modification.)

Retainage will be reduced to 0% when 50% completion of the project is reached

§ 10.6.5.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, except as follows:

(Insert any conditions precedent to the release of all or a portion of the retainage, such as correction of the Construction Work, consent of surety, etc.)

NA

§ 10.6.6 Provided that an Application for Payment is received not later than the day of the month, the Owner shall make payment of the amount certified to the Design-Builder not later than the day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.

(Federal, state, or local laws may require payment within a certain period of time.)

§ 10.6.7 With each Application for Payment, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ 10.6.8 With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ 10.6.9 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 10.6.10 The allocation of the Guaranteed Maximum Price under this Section 10.6 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 10.6.11 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ 10.6.12 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 10.6.7 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 10.6.13 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 10.6.14 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 10.6.15 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing Work for the Design-Builder, except as may otherwise be required by law.

§ 10.6.16 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 10.6.13, 10.6.14 and 10.6.15.

§ 10.6.16.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 10.6.17 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 10.6.18 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Guaranteed Maximum Price, payments received by the Design-Builder for Work properly performed by the Architect, Consultants,

Subcontractors, and other person or entity providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other person or entity providing Work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 10.6.19 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 10.6.20 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 10.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 10.8 Substantial Completion

§ 10.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 10.8.

§ 10.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 10.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 10.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 10.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 10.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 10.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written

acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 10.9 Partial Occupancy or Use

§ 10.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 10.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 10.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 10.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 10.10 Final Completion and Final Payment

§ 10.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Sections 10.10.2 and 10.10.3, promptly issue a final Certificate for Payment.

§ 10.10.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

- .1 the Design-Builder has fully performed the Contract, except for the Design-Builder's responsibility to correct Construction Work as provided in Article 13, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Design-Builder has submitted a final Application for Payment and a final accounting for the Cost of the Work;
- .3 a final Certificate for Payment has been issued by the Owner in accordance with Article 10;
- .4 the Design-Builder has furnished all written warranties, operating manuals and other deliverables required in connection with Final Completion of the Work; and
- .5 satisfaction of other conditions precedent to the Owner's obligation to issue final payment to the Design-Builder, if any:

(Insert any other conditions precedent to final payment.)

NA

§ 10.10.3 Within 30 days of the Owner's receipt of the Design-Builder's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ 10.10.3.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Design-Builder.

§ 10.10.3.2 Within seven days after receipt of the written report described in Section 10.10.3.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 10.10.2 have been met, the Owner will

either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Section 10.10.3 supersede those stated in Section 10.10.2. The Owner is not responsible for verifying the accuracy of the Design-Builder's final accounting.

§ 10.10.3.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Design-Builder's final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Section 16.3, without seeking an initial resolution of the claim pursuant to Section 16.2. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner's auditors within 30 days, or such shorter period required by law.

§ 10.10.4 If, subsequent to final payment, and at the Owner's request, the Design-Builder incurs costs, described in Article 2 and not excluded by Article 2, to correct defective or nonconforming Work, the Owner shall reimburse the Design-Builder for such costs, and the Design-Builder's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Article 2, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section in determining the net amount to be paid by the Owner to the Design-Builder.

§ 10.10.5 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remain unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 10.10.6 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 10.10.7 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents;
- .4 audits performed by owner, if permitted by the Design-Build Documents, after final payment; or
- .5 any matter which was not known or reasonably discoverable by the Owner at the time of making final payment.

§ 10.10.8 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder

except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 10.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1.50 % monthly

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

§ 11.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 11.2 Safety of Persons and Property

§ 11.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to:

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 11.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 11.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 11.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 11.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 11.2.1.2 and 11.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 11.2.1.2 and 11.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 11.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 11.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 11.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 11.3 Hazardous Materials

§ 11.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 11.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 11.3.3 Only in the manner and to the extent permitted under applicable law, and subject to the maximum liability provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless following the Contractor's written notice to the Owner and resumption of Work in the affected area pursuant to Section 10.3.2, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 11.3.4 The Owner shall not be responsible under this Section 11.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 11.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 11.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 11.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 11.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Design-Builder's Insurance and Bonds

§ 12.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the

Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 12.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 12.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 12.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 12.2 Owner's Insurance

§ 12.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 12.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Guaranteed Maximum Price and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 12.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Guaranteed Maximum Price shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 12.3 Waivers of Subrogation

§ 12.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and

maintained by each person or entity agreeing to waive claims pursuant to this Section 12.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 12.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 12.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 12.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 12.5 Adjustment and Settlement of Insured Loss

§ 12.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 12.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 12.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 16. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 13.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Guaranteed Maximum Price and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall not be a Cost of the Work and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 13.2 Correction of Construction Work

§ 13.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections, the cost of uncovering and replacement shall not be a Cost of the Work and shall not result in a change in the Contract Time unless otherwise permitted in this Agreement. If the cost of correcting such rejected Construction Work is not a Cost of the Work, the Design-Builder shall compensate the Owner for any consultant employed by the Owner and expenses and compensation made necessary thereby.

§ 13.2.2 After Substantial Completion

§ 13.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.11, if, within one year after the date of

Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 10.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 8.5.

§ 13.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 13.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 13.2.

§ 13.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 13.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents unless the corrective work is otherwise permitted in the Design-Build Amendment to be reimbursed as a Cost of the Work, in which case the cost of the corrective work shall be subject to the Guaranteed Maximum Price.

§ 13.2.5 Nothing contained in this Section 13.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 13.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 13.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Guaranteed Maximum Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14 COPYRIGHTS AND LICENSES

§ 14.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 14.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 14.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license

granted in this Section 14.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 15.1.1, 15.1.3, 15.1.4, or 15.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 15.1.5 and does not compensate the Design-Builder as required under Sections 15.1.6 and 15.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 14.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 14.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 15.1.1, 15.1.3, 15.1.4, or 15.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 14.3.1. The terms of this Section 14.3.1 shall not apply if the Owner terminates this Agreement for cause under Sections 15.1.4 or 15.2.2. The payment of a Termination Fee or Licensing Fee under Section 15.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 14.3.1.

§ 14.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 14. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant, or Subcontractor all amounts due, and (2) provides the Architect, Consultant, or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 14.3.3 Except as otherwise stated in this Section 14.3, the provisions of this Article 14 shall survive the termination of this Agreement.

ARTICLE 15 TERMINATION OR SUSPENSION

§ 15.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 15.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 15.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 15.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 15.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

§ 15.1.4 Either party may terminate this Agreement upon not less than seven days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 15.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the

Owner's convenience and without cause.

§ 15.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 15.1.6 be greater than the compensation set forth in Section 2.1.

§ 15.1.7 In addition to any amounts paid under Section 15.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 15.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 15.1.3 or 15.1.4, the Owner shall pay to the Design-Builder the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

\$1.00

§ 15.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 15.2.1 Termination by the Design-Builder

§ 15.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3** Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 10.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4** The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 8.3.2.

§ 15.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 15.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 15.2.1.3 If one of the reasons described in Section 15.2.1.1 or 15.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as the Design-Builder's Fee on Work not executed, and costs incurred by reason of such termination.

§ 15.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 15.2.1.3.

§ 15.2.2 Termination by the Owner for Cause

§ 15.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1** fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3** repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4** fails to make payment to the Architect, Consultants, Subcontractors, or suppliers, in accordance with their respective agreements with the Design-Builder;
- .5** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 15.2.2.2 When any of the reasons described in Section 15.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 15.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 15.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 15.2.2.4 If the costs of finishing the Work and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 15.2.3 Suspension by the Owner for Convenience

§ 15.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 15.2.3.2 The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 15.2.3.1. Adjustment of the Guaranteed Maximum Price shall include profit. No adjustment shall be made to the extent that:

- .1 performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible and which is not compensable as a Cost of the Work; or
- .2 an equitable adjustment is made or denied under another provision of the Contract.

§ 15.2.4 Termination by the Owner for Convenience

§ 15.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 15.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 15.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 15.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 16 CLAIMS AND DISPUTES

§ 16.1 Claims

§ 16.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 16.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Design-Build Documents.

§ 16.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 16.1.2.

§ 16.1.3 Notice of Claims

§ 16.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 16.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 10.10.7 or 10.10.8, must be initiated by prompt written notice to the other party. The notice requirement in Section 16.1.3.1 and the provisions for Initial Resolution of Claims in Section 16.2 shall not be required as a condition precedent to mediation in Section 16.3.

§ 16.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 10.7 and Article 15, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 16.1.5 Claims for Additional Cost. If the Design-Builder wishes to make a Claim for an increase in the Guaranteed Maximum Price, notice as provided in Section 16.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 11.4.

§ 16.1.6 Claims for Additional Time

§ 16.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 16.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 16.1.6.2 Adverse weather and prolonged periods of unworkable conditions will be cause for extensions of time. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 16.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section 16.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 16.1.8 Design-Builder's Liability

In addition to the other limitations of the Design-Builder's liability to the Owner under this Agreement, the Design-Builder's liability shall be limited as follows:

(Check the appropriate box.)

- ☐ **§ 16.1.8.1** The Owner and Design-Builder do not agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement.
- ☒ **§ 16.1.8.2** The Owner and Design-Builder agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement as follows:

Liability for Damages, Expenses, and Costs for which Insurance is Required under the Design-Build Documents. The Design-Builder's liability for damages, expenses, and costs for which insurance is required under the Design-Build Documents shall not exceed the required limit of the Design-Builder's applicable insurance policy set forth in the Design-Build Documents. The Design-Builder's failure to (a)

procure and maintain the full coverage limits required under the Design-Build Documents, or (b) comply with the terms of the applicable insurance policy, shall not relieve the Design-Builder of liability that would have been covered by such insurance policy up to the required limit set forth in the Design-Build Documents.

Liability for Other Damages, Expenses, and Costs. The Design-Builder's liability to the Owner for other damages arising out of or related to this Agreement that are not liquidated damages assessed under Section 2.3.1.6, or that are not damages, expenses, or costs for which insurance is required under the Design-Build Documents, shall be limited to the sum stated below:

(Insert the amount of any limitation or method of determining the limitation, if applicable.)

NA

The limitations set forth in Section 16.1.8.2 are only effective if the parties check the applicable box and complete the fill point. If no box is checked, there is no further limit on the Design-Builder's liability.

§ 16.1.9 Exclusions to the Limitations of Design-Builder's Liability. The limitations, if any, on (a) the Design-Builder's liability for liquidated damages under Section 2.3.1.6, and (b) the Design-Builder's liability for damages, expenses, and costs under Section 16.1.8.2, shall not apply to liability resulting from the Design-Builder's:

- .1 fraud;
- .2 willful misconduct;
- .3 failure to pay sums due the Architect, Consultants, Subcontractors, or any other third party for labor, materials, equipment, or services related to the Work; or
- .4 abandonment of the Work.

§ 16.2 Initial Resolution of Claims

§ 16.2.1 Meet and Confer

§ 16.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 16.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 16.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Guaranteed Maximum Price or the Contract Time, the parties shall execute a Change Order.

§ 16.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 16.2.1.1, either party may proceed to mediation in accordance with Section 16.3.

§ 16.2.2 Project Neutral

§ 16.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 16.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 16.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 16.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Sections 16.2.2.2(2) through (5).

§ 16.2.2.5 Pursuant to Sections 16.2.2.2 through 16.2.2.4, the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part, or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Guaranteed Maximum Price or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 16.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 16.4.

§ 16.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 16.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 16.3.

§ 16.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate and pursue binding dispute resolution proceedings with respect to the initial decision.

§ 16.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 16.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 16.3 Mediation

§ 16.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 10.10.7, 10.10.8, 16.1.7, and 16.2.2.7 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 16.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 16.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 16.3.3 Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that are the subject of the Meet and Confer process.

§ 16.3.4 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 16.4 Arbitration

§ 16.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 16.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 16.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 16.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 16.4.4 Consolidation or Joinder

§ 16.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 16.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 16.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 16.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 16.5 The provisions of this Article 16 shall survive the termination of this Agreement.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 16.4.

§ 17.2 Successors and Assigns

§ 17.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 17.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 17.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 17.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 17.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 17.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 15.2.2.

§ 17.4 Rights and Remedies

§ 17.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 17.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 17.5 Tests and Inspections

§ 17.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and all related costs of tests, inspections, and approvals shall be considered a Cost of the Work. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 17.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 17.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 17.5.3, shall be a Cost of the Work and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 17.5.3 If procedures for testing, inspection, or approval under Sections 17.5.1 and 17.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless the testing, inspection, or approval activity is otherwise permitted in this Agreement to be reimbursed as a Cost of the Work, in which case the cost for the testing, inspection, or approval shall be subject to the Guaranteed Maximum Price.

§ 17.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 17.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 17.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 17.6 Confidential Information

§ 17.6.1 If the Design-Builder or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 17.6.2. The obligations in this Section 17.6 shall survive the termination of this Agreement.

§ 17.6.2 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 17.6. In the event either party knows or reasonably believes that “confidential” or “business proprietary” information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the “confidential” or “business proprietary” information has been compromised, damaged, lost, corrupted, destroyed, or the “confidential” or “business proprietary” information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 17.6.3 “Confidential” or “business proprietary” information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party’s part in violation of this Agreement;
- .2 already in the receiving party’s possession and not marked as “confidential” or “business proprietary” when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any “confidential” or “business proprietary” information.

§ 17.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 17.8 Interpretation

§ 17.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 17.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 17.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing this Agreement.

§ 17.10 Non-Appropriation

The Owner is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the Owner, it is subject to annual appropriation by the Owner’s governing body for future fiscal years. If the Owner’s governing body does not appropriate the funds necessary to fulfill the Owner’s financial obligations pursuant to this Agreement, the Owner shall so notify the Design-Builder 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.

§ 17.11 Attorneys' Fees

If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

ARTICLE 18 SCOPE OF THIS AGREEMENT

§ 18.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project
- .2 AIA Document A141®PDB–2024, Exhibit A, Insurance and Bonds
- .3 AIA Document A141®PDB–2024, Exhibit B, Design-Build Amendment, if executed
- .4 Other documents, if any, listed below:

NA

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Brandon Rein, Mayor

(Printed name and title)

DESIGN-BUILDER *(Signature)*

BY: Jeff Porter, Vice PResident

(Printed name and title)



AIA® Document A141®PDB – 2024

Exhibit A

Insurance and Bonds

This Exhibit dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five (the “Exhibit”) is incorporated into AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project dated the Twentieth day of November in the year Two Thousand Twenty-Five (the “Agreement”).

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and location or address)

Abilene Baseball and Softball Complex
1020 NW 8th St
Abilene, KS 67410

THE OWNER:

(Name, legal status, and address)

Abilene Parks & Recreation
1020 NW 8th St
Abilene, KS 67410

THE DESIGN-BUILDER:

(Name, legal status, and address)

Mid-America Golf and Landscape Inc, DBA Mid-Americ
1621 SE Summit Lee's Summit
Lees Summit, MO 64081-3291

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141®PDB-2024, Standard Form of Agreement between Owner and Design-Builder for a Progressive Design-Build Project.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Document A141®PDB-2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project. Article 12 of A141PDB-2024 contains additional insurance provisions.

§ A.2.2 Liability Insurance

Prior to commencement of the Work, the Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder’s request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent Modifications and labor performed and materials supplied or installed by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Design-Builder’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Construction Work set forth in Section 13.2.2 of the Agreement.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Construction Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Construction Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Construction Work as set forth in Section 13.2.2 of the Agreement, “all-risks” property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the

causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Construction Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☒ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☒ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

\$10,000.00

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

[] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Design-Builder's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ A.3.2 Design-Builder's Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 13.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement.

§ A.3.2.2.2 The Design-Builder's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction Work out of

- which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
 - .4 Claims for indemnity under Section 3.1.14 of the Agreement arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Construction Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Construction Work involves roofing.
 - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement.
 - .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

§ A.3.2.9 Cyber Security Insurance for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

\$1M per claim/agg

§ A.3.2.10 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Construction Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of Zero Dollars and Zero Cents (\$ 0.00) per claim and Zero Dollars and Zero Cents (\$ 0.00) in the aggregate.

§ A.3.3 Design-Builder's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 13.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.3.2 The Design-Builder shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- | | |
|-------|---|
| [] | <p>§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 12 of the Agreement unless otherwise set forth below:
<i>(Where the Design-Builder's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 12 of the Agreement, indicate the responsible party below.)</i></p> |
| [] | <p>§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for Construction Work within fifty (50) feet of railroad property.</p> |
| [] | <p>§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.</p> |
| [] | <p>§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.</p> |
| [] | <p>§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder and used on the Project, including scaffolding and other equipment.</p> |
| [] | <p>§ A.3.3.2.6 Other Insurance
<i>(List below any other insurance coverage to be provided by the Design-Builder and any applicable limits.)</i></p> |

Coverage

Limits

§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors

The Design-Builder shall require the Architect, Consultants, and Subcontractors to purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall obligate the Architect, Consultants, and

Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 13.2.2 of the Agreement, unless a different duration is stated below.

(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.5 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	100% of Contract Value
Performance Bond	100% of Contract Value

Payment and Performance Bonds shall be AIA Document A312®, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Resolution 120825-1 Amending the City's Purchasing Policy

Department: Administration

Staff Contact: Interim City Manager

Background:

The City's Purchasing Policy establishes the framework for acquiring goods, services, equipment, and public improvements in a fair, transparent, and fiscally responsible manner. The current policy, last updated in October 2023, has been comprehensively reviewed and updated to reflect modern best practices, improve clarity and consistency, and ensure compliance with Kansas law and federal procurement standards.

At the November 10, 2025, city commission meeting, staff presented a summary of current policy vs. the recommended revised policy, detailing each substantive change, its rationale, and relevant best-practice sources such as the Government Finance Officers Association (GFOA), League of Kansas Municipalities (LKM), International City/County Management Association (ICMA), and City Clerks and Municipal Finance Officers Association (CCMFOA).

Based on feedback from the city commission:

Two revisions were made to the proposed purchasing policy following Commission direction:

1. The exception allowing maintenance and service contracts under \$25,000 to bypass normal procedures was removed.
2. The entire section allowing Equipment Reserve Plan purchases to proceed without separate Commission approval was deleted.

A new section allows the City Manager to approve sole-source purchases of used equipment when immediate action is needed to secure the item. Written justification is required, and all such purchases must be reported to the City Commission at its next regular meeting.

The new revisions were reviewed and discussed at the November 24, 2025 meeting.

Overall, the proposed policy strengthens the City's purchasing framework by aligning local practice with national and state-recognized standards of transparency, accountability, efficiency, and ethical conduct. Adoption of the revised policy will enhance operational consistency across departments and ensure that the City's procurement processes continue to safeguard public resources while promoting fair and open competition.

Funding Source: All Funds

City Attorney Review: 12/04/2025

Options:

1. Adopt Resolution 120825-1 Amending the City's Purchasing Policy as Presented
2. Provide staff with an alternate direction
3. Take no action

Recommendation: Adopt Resolution 120825-1 Amending the City's Purchasing Policy as Presented

RESOLUTION NO. 120825-1

A RESOLUTION ADOPTING AN AMENDED AND RESTATED PURCHASING POLICY FOR THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene, Kansas (“City”) previously adopted a Purchasing Policy through Resolution 052311-1, as amended by Resolutions 082718-1, 052223-2, and 102323-1;

WHEREAS, the Governing Body finds it necessary and appropriate to repeal the existing Purchasing Policy and adopt a fully amended and restated Purchasing Policy to simplify, clarify, and modernize the City’s purchasing procedures while ensuring they are efficient and easy to understand, and to maximize the value of public funds through effective competition and sound purchasing practices; and

WHEREAS, the amended and restated Purchasing Policy is attached to this Resolution as **Exhibit A** and incorporated herein by reference.

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

SECTION ONE. Purchasing Policy. The amended and restated Purchasing Policy attached hereto as **Exhibit A** is hereby adopted and shall constitute the City’s official and comprehensive purchasing policy.

SECTION TWO. Administration and Implementation. The City Manager is authorized to administer, interpret, and enforce the Purchasing Policy; to implement related procedures and forms; and to ensure compliance by all departments with the purchasing thresholds, methods, and authorization requirements established therein.

SECTION THREE. Repeal. All previously adopted resolutions or policies relating to City purchasing procedures, including Resolution 052311-1, Resolution 082718-1, and Resolution 052223-2, are hereby repealed and replaced in their entirety by this amended and restated Purchasing Policy.

SECTION FOUR. Effective Date. This resolution shall be in full force and effect upon its adoption.

Adopted by the Governing Body and signed by the Mayor on this 8th day of December, 2025.

Brandon Rein, Mayor

(SEAL)

ATTEST:

Shayla L. Mohr, CMC, City Clerk



**Purchasing Policy
Revised
December 8, 2025
Resolution No. 120825-1**

Purpose, Authority, Applicability

This policy establishes a comprehensive and uniform system for acquiring supplies, materials, equipment, public improvements, and services in an economical, transparent, and timely manner; ensures fair and equitable treatment of vendors; and safeguards the integrity of City purchasing. It applies to all City departments and all expenditures of public funds, regardless of funding source. When the purchase involves the expenditure of federal or state assistance or contract funds, the purchase shall be conducted in accordance with any mandatory applicable federal and/or state law and regulations.

Objectives

The objectives of this policy are to simplify, clarify, and modernize the City's purchasing procedures while ensuring they are efficient and easy to understand. It seeks to maximize the value of public funds through effective competition and sound purchasing practices. The policy promotes strong budgetary control, accountability, and ethical conduct in all procurement activities. Ultimately, it aims to strengthen public confidence in the City's purchasing process by upholding transparency, fairness, and equal treatment of all vendors and participants.

Public Access & Records

Purchasing information is a public record subject to Kansas law; bid tabs and award records will be made available for public inspection. Procurement records will be retained and disposed of per the City's records retention schedule and applicable Kansas/federal requirements.

Roles & Purchasing Authority

The City operates under a decentralized purchasing model in accordance with this policy. Department Directors are responsible for ensuring that all purchases within their budgets comply with the procedures and authorization levels established in the matrix. The City Manager (CM) administers and enforces this policy, reviews purchases as required by the applicable threshold, and ensures consistency with financial controls. Purchasing levels and authority are established in the Thresholds, Methods, and Approvals Matrix (see Appendix A)

Purchase of multiple items shall not be split to circumvent the spending limitations or the purchase order process.

Exceptions to general purchasing procedures and city commission action.

The purchases of these items are excepted from bids or quotes or city commission action, and the use of purchase orders is waived:

- a) Utility Bills;
- b) Urgent on-call repair
- c) Interdepartmental Transfers or Charges;
- d) Medical Expenses;
- e) Legal Notices;
- f) Postage Costs;
- g) Memberships and Dues;
- h) Mileage, Travel, Conference Reimbursements;
- i) Fees and Taxes of Other Units of Government;

Competitive Procurement Methods

- **Invitation for Bids** (IFB, sealed): For well-defined goods/construction; award to the responsive, responsible bidder offering the lowest total cost (may include life-cycle cost). Public notice of at least 10 days; public opening; evaluation based on stated criteria.
- **Request for Proposals** (RFP, competitive negotiation): When factors beyond price are significant (e.g., approach, schedule, qualifications) or various goods are available. Evaluate per published criteria; negotiate with top proposers; award to the most advantageous offer.
- **Qualifications-Based Selection** (QBS/RFQ): For professional services (e.g., A/E). Rank qualifications first; negotiate the scope/fee with the top-ranked firm; if unsuccessful, proceed to the next option.
- **Cooperative Purchasing:** The City may use Sourcewell, Greenbush, State/Federal contracts, or other approved cooperatives when their procedures generally meet or exceed this policy's standards.

IFB/RFP, RFQ Administration

- **Public Notice:** Official website (and newspaper at CM discretion) with clear scope, submission deadline, opening time/place, and the City's right to reject. ≥10 calendar days for IFB/RFP/RFQ.
- **Submission & Opening:** Bids delivered sealed to the City Clerk and time-stamped; late bids are ineligible and not opened. Public opening with witness; tabulation recorded.
- **Evaluation & Award:** Evaluate against stated, objectively measurable criteria (e.g., delivery, quality, warranty, discounts, freight, life-cycle cost). Award promptly to the most advantageous offer; the City reserves the right to reject/cancel.
- **Mistakes/Withdrawals:** Corrections/withdrawals for inadvertent errors may be permitted per CM authorization.

Bonds & Insurance

Payment bond required for public improvements/building projects over \$100,000 per K.S.A. 60-1111; additional bonds per solicitation when in the City's interest. Surety must be authorized to do business in Kansas.

Sole Source & Noncompetitive Procurement

Allowed only when competition is not feasible (e.g., single available source; compatibility/standardization; proprietary component; used item; urgent on-call repair timing). Requires written justification from the Department Director and prior CM approval. Negotiate fair and reasonable price, scope, and terms, documented by contract/PO.

Time-Sensitive Used Equipment Purchases.

In cases where a used or pre-owned equipment item becomes available, and the delay required for competitive solicitation or City Commission approval would likely result in the item being sold or otherwise no longer available, the City Manager may authorize a sole-source purchase regardless of the dollar amount.

The Department Director shall provide written justification documenting:

- the operational need for the equipment;
- the time-sensitive nature of the opportunity;
- anticipated cost savings or other public benefit compared to new or competitively bid alternatives; and
- evidence that the proposed purchase price is fair and reasonable.

The City Manager shall report all such purchases to the City Commission at its next regular meeting, including cost, vendor, justification, and budgetary impact.

Emergency Purchases

When an emergency threatens public health, safety, or operations, departments may obtain only the quantity necessary, with as much competition as practicable. The CM (or designee) may authorize, and a report of emergency purchases and budget impact shall be provided to the Commission after the event.

Environmentally Preferable Purchasing & Life-Cycle Costing

The City favors goods/services with reduced environmental impacts when performance, availability, and overall value are reasonable, considering full life-cycle cost (acquisition, O&M, longevity, disposal). LCCA is required for items exceeding \$100,000 and may be used for items below that threshold. Solicitations will disclose if LCCA is used and the evaluation factors.

Purchase Cards (P-Cards)

P-Cards are for authorized City purchases only. Receipts and documentation must be submitted to finance within two business days. Personal use is not permitted. Tax-exempt status must be applied. The Finance Director/CM may audit any account and cancel for cause.

Sales & Use Tax; Tax-Exempt Purchasing

The City is exempt from Kansas sales/use tax (K.S.A. 79-3606(b)). Departments must ensure that exemption certificates are on file and applied; contractors on City projects must use City-issued project exemption certificates as specified in the contract.

Grants & Federal/State Funds

When federal or state funds are used, the City will adhere to all applicable mandatory procurement rules. Solicitations will incorporate any program-specific requirements (e.g., Buy America, Davis-Bacon, debarment checks).

Contracts & Service Agreements

Service contracts generally may not exceed five (5) years, with a one-time option to renew at market prices, if applicable. Standard terms will include a non-appropriation clause, required insurance, nondiscrimination, and compliance clauses.

Debarment & Suspension (Vendors)

After written notice and an opportunity for due process, the City Manager (in consultation with the City Attorney) may suspend or debar a vendor for just cause. Causes include, but are not

limited to, fraud, criminal conviction, antitrust violations, serious contract performance failures, misrepresentation, or other compelling reasons affecting responsibility or integrity.

Due Process Procedure

1. Notice of Proposed Action:

The vendor shall receive written notice stating the specific grounds for suspension or debarment, the evidence relied upon, and the intended duration. The notice shall inform the vendor of their right to respond in writing within ten (10) business days.

2. Opportunity to Respond:

The vendor may submit documentation or request a hearing before the City Manager or designee to present facts, mitigating circumstances, or corrective measures. Hearings shall be informal but allow reasonable presentation of evidence and witnesses.

3. Decision:

The City Manager shall issue a written determination within fifteen (15) business days after the close of the response period or hearing, stating findings and conclusions. Suspension may not exceed three (3) months; debarment may not exceed two (2) years unless extended for cause. The decision will be sent to the vendor and maintained in the City's purchasing records.

4. Appeal:

The vendor may appeal the City Manager's determination to the City Commission within ten (10) business days of receipt. The City Commission's decision shall be final.

Disposal of City Property

- Items with estimated value up to \$25,000: dispose of via trade-in, public auction, or solicitation/notice with CM authorization.
- > \$25,000: Commission approval required; dispose via trade-in, public auction, or solicitation/notice.
- Donations to other governments or non-profits require Commission approval.
- Real property interests (leasehold or fee) require Commission approval.

Sale proceeds are allocated to the corresponding fund. Departments must keep current inventory and notify Finance of dispositions for insurance/accounting records.

Ethics, Conflicts, Gratuities & Confidentiality

- City officers and employees must avoid actual or perceived conflicts of interest and comply with K.S.A. 75-4304 and City personnel policies. No use of position for personal gain; no sharing of confidential information for advantage.
- No vendor may offer, and no employee may accept, gratuities or kickbacks intended to influence decisions. This includes any gift, service, or favor offered with the intent—or appearance—of securing preferential treatment in the procurement process. Ordinary courtesy items of nominal value (e.g., coffee or a pen at a trade show) are not prohibited, but anything that could reasonably appear to compromise impartiality or independence is strictly forbidden.

- Violations may result in discipline, contract termination, suspension/debarment, recovery, and/or referral for criminal action.

Local Preference, Cooperative, and Special Case Practices

- **Local Preference:** When two or more bids or proposals are otherwise equal in quality, terms, and compliance, preference may be given to vendors located within Dickinson County if their price is within five percent (5%) of the lowest non-local bid. Local preference does not apply where prohibited by law, grant funding requirements, or for new construction projects.
- **Cooperative Purchasing:** The City may participate in cooperative purchasing programs or utilize contracts established by other governmental entities, such as the State of Kansas, Sourcewell, or Greenbush, provided that the originating entity's procurement process meets or exceeds the standards set forth in this policy. Cooperative purchasing allows the City to achieve cost savings and administrative efficiencies through shared competition and volume pricing.
- **Special Case Purchases:** In cases such as diagnostic service calls, equipment repairs with undetermined scope, or emergency replacements, departments may proceed with obtaining services to restore operations, provided the City Manager or Finance Director is notified and a written estimate or purchase order is obtained once the scope and cost are known.

Fiscal Controls & Audit Readiness

- No PO/contract—no work unless specifically exempted (e.g., true emergencies).
- All solicitations must clearly state evaluation factors, delivery, warranty, and any life-cycle criteria.
- Each procurement must have a complete file (need/justification, method, quotes/bids, tabulation, evaluation, award, contract, bonds/insurance, change orders, performance, payment, closeout) maintained by the Finance Director.

Sales to/From City; Conflicts of Interest

City officers/employees shall not participate in contracts in which they have a substantial interest; abstention and disclosure are required where applicable. Competitive processes and statutory fixed-rate situations are exceptions as permitted by law.

Public Works Change Orders

The City Manager is authorized to approve change orders up to the lesser of \$50,000 or three percent (3%) of the original contract amount, provided that adequate funds are available and no change in project scope occurs. Any change in scope or change order exceeding this limit requires City Commission approval. The City Manager shall notify the Commission within three (3) business days of exercising this authority.

Kansas Nondiscrimination & Equal Opportunity

All City contracts include provisions requiring compliance with the Kansas Act Against Discrimination and applicable federal/state EEO requirements; failure to comply is a material breach. The City does business only with vendors that are compliant.

Appendix A Thresholds, Methods & Approvals

Total Amount	Who May Purchase	Minimum Method & Documentation	Process
\$1 – \$2,500	Superintendent or Department Director	Purchasing Card or Direct Bill to the City	Invoice/receipt detailing purchase signed and dated by superintendent or department director with account code. Turned in to finance within 2 business days
\$2,501 – \$5,000	Department Director	Purchase Order Required. Two telephone, electronic, or informal written quotes required, and noted in requisition.	Purchase Order reviewed by the Finance Director and City Manager. For recurring purchases, bids may be submitted and accepted for periods not to exceed one year.
\$5,001 – \$25,000	City Manager	Purchase Order Required. Three telephone, electronic, or written quotes required, and noted in requisition. If three quotes cannot be obtained, it must be noted in the requisition	Purchase Order reviewed by the Finance Director and City Manager. If the item selected is not the lowest-priced, an explanation must be given to the City Manager
\$25,001 or more	City Manager* City Commission	Same procedures as those exceeding \$2,500. Formal sealed competition (IFB/RFP or QBS) or, in some cases, noncompetitive selection. as appropriate.	All purchases exceeding \$25,001 require City Commission approval. Two exceptions apply: When an emergency makes prior Commission approval impractical or when delay would increase cost or risk to the City, the City Manager may authorize the purchase. When a used-equipment opportunity requires immediate action to secure pricing or availability, and delay for Commission approval would likely result in losing the opportunity, the City Manager may authorize the purchase under the Sole Source & Noncompetitive Procurement provisions. All purchases under either exception shall be reported to the City Commission.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Interim Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Review and Discussion of the Water Rate and Cost of Service Study

Department: Administration

Staff Contact: Interim City Manager

Background:

In 2025, the City of Abilene engaged Raftelis to complete a comprehensive Water Rate and Cost of Service Study to assess the financial condition of the water utility, identify long-term infrastructure needs, and develop a rate structure that supports the long-term sustainability of the system. The study found that the Water Fund has been relying on reserve drawdowns to cover recurring operating deficits, resulting in the near depletion of available reserves by the end of FY 2025. Without corrective action, current revenues will be insufficient to support routine operations, debt service, or capital investments.

The analysis also identified significant capital challenges ahead, including increasing annual water main replacement needs, which are projected to approach \$1 million per year by 2030, as well as the eventual replacement of two water towers—each estimated at approximately \$15 million and nearing the end of their useful life. These major infrastructure requirements were not incorporated into prior long-term planning efforts, further contributing to the system's structural imbalance.

To address these issues, Raftelis recommends a series of planned rate adjustments beginning in FY 2026 and continuing through FY 2030. These adjustments are intended to fully fund operating expenses, rebuild appropriate reserve levels, and support the City's capital improvement program, including water main replacements and other critical upgrades to the system.

The study also recommends several updates to the City's rate structure, including establishing a fixed charge scaled to meter size, implementing an inclining block rate for residential customers, introducing a dedicated irrigation rate, and eliminating declining block pricing for commercial accounts. These changes are designed to improve equity among customer classes and better align rates with the actual cost of providing service.

Overall, the Water Rate Study provides a detailed financial plan, cost-of-service analysis, and proposed rate structure through 2030 to support informed decision-making and ensure the long-term reliability and sustainability of the City's water utility.

Funding Source: User Fees

City Attorney Review: N/A

Options: For review, discussion, and direction from the City Commission

Recommendation: For review, discussion, and direction from the City Commission



City of Abilene

Water Rate Study

December 2025



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Executive Summary

In 2025, the City of Abilene (City) engaged Raftelis to develop a water rate and cost of service study. The primary goal of the study was to determine the costs of providing water services to the community and to establish rates that will reasonably provide for a sustainable utility system.

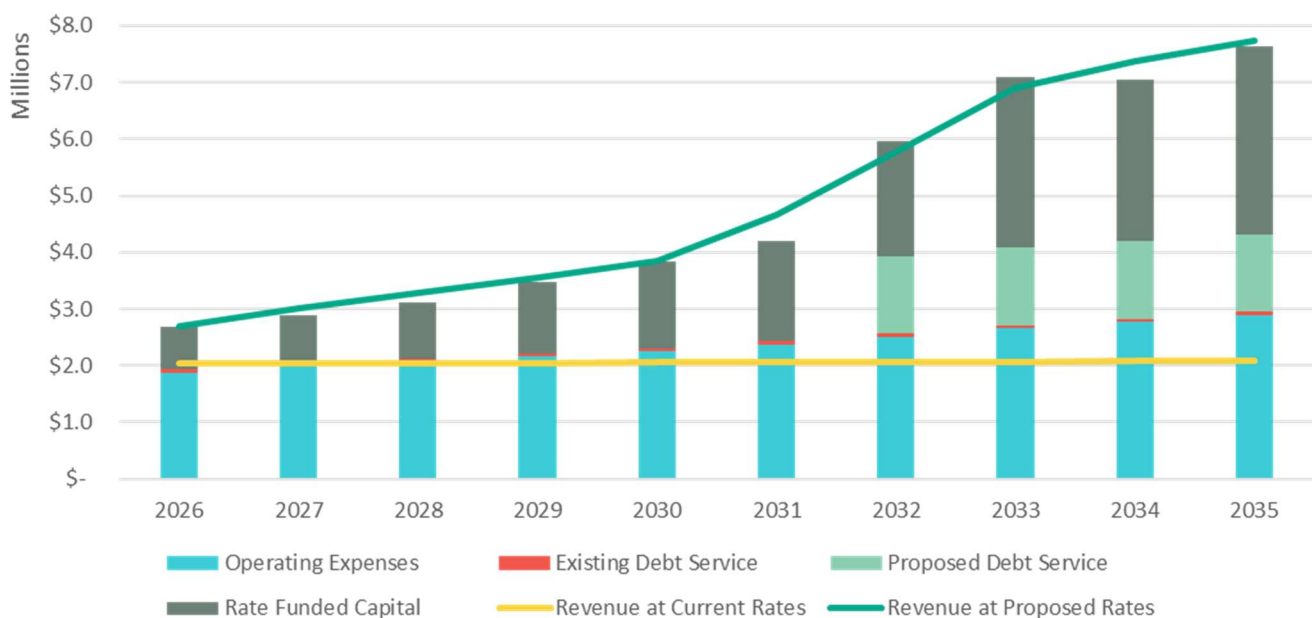
Rate Increases

Raftelis recommends implementing a **45% rate increase in FY 2026 and 9% increases each year from FY 2027 to FY 2030**. In recent years, the City's water fund has increasingly relied on fund balance in order to fund operations. The water fund balance has been effectively depleted as of the end of FY 2025 and deficit spending will no longer be an option. A primary driver of the recommended rate increases is to correct this structural issue and ensure that revenues are sufficient to fund the safe and reliable operation of the City's water system.

Additionally, the City must continue to develop its water main replacement program. Although the City has adequately maintained the existing water distribution system, water mains have an expected useful life after which they must be replaced. The City is currently budgeting approximately \$500 thousand per year for this program; Raftelis estimates that, in the long term, the City should expect to spend over \$2 million per year based on industry guidelines for estimated useful life of water mains, construction cost, and the size of the City. The capital plan proposes increasing water main replacement expenditures to \$1 million by 2030; the City should expect to continue to expand this program in future years.

Figure 1 summarizes the City's current and expected future financial condition. Without rate increases to achieve the revenue shown by the green line, existing revenue at the level of the yellow line is currently insufficient for anything beyond basic operating expenses and debt service. The City will be unable to continue any capital improvement program and will soon be unable to fund operations.

Figure 1: Water Utility Financial Plan



This study focuses on the period of FY 2026 through FY 2030, though preliminary forecasts of future years were also examined. The City expects to replace two water towers that are approaching the end of their useful life. The first replacement could be required as soon as 2031. Even assuming debt financing and favorable terms, the City should expect additional significant rate increases to fund these projects. These increases should be determined through additional analysis at a future date when more information is available.

Proposed Rate Structure Adjustments

The City currently charges a monthly fixed charge of \$18.77 to all customers and a uniform volume rate of \$4.47 per 1,000 gallons of water used for residential customers; commercial customers are subject to a declining block rate structure that charges \$4.47 per 1,000 gallons for most water and \$3.79 per 1,000 gallons after the first 225,000 gallons used in a month. Raftelis recommends making several adjustments to this rate structure to promote the recovery of the cost of providing water service from the appropriate customers. The proposed adjustments include:

1. Adoption of a fixed charge that varies by meter size. Instead of \$18.77 for all customers, customers with larger water meters will pay more, regardless of the amount of water used.
2. Implementation of an inclining block volumetric structure for residential customers. Instead of the same price per unit for all water used, the first 4,000 gallons used per month will be billed at the lowest rate, the next 6,000 gallons at a higher rate, and all additional water use at the highest rate.
3. Addition of a new rate for water used by dedicated irrigation meters, set equal to the Tier 2 residential rate.
4. Removal of the declining block rate structure for commercial customers and replacement with a uniform rate for all volume used.

Table 1 provides a comparison of the City's current rates with the proposed 2026 rates.

Table 1: Proposed Rate Structure

Description		Current	Proposed
Fixed Charge (per month)			
3/4"		\$ 18.77	\$ 24.82
1"		18.77	37.51
2"		18.77	107.31
4"		18.77	405.52
6"		18.77	894.07
Volume Charges (per 1,000 Gallons)			
Residential			
Tier 1	1-4		\$ 4.48
Tier 2	5-10	\$ 4.47	6.72
Tier 3	>10		13.44
Commercial			
Tier 1	1-225	\$ 4.47	\$ 5.98
Tier 2	>225	3.79	
Irrigation		\$ 4.47	6.72

Residential Bill Impacts

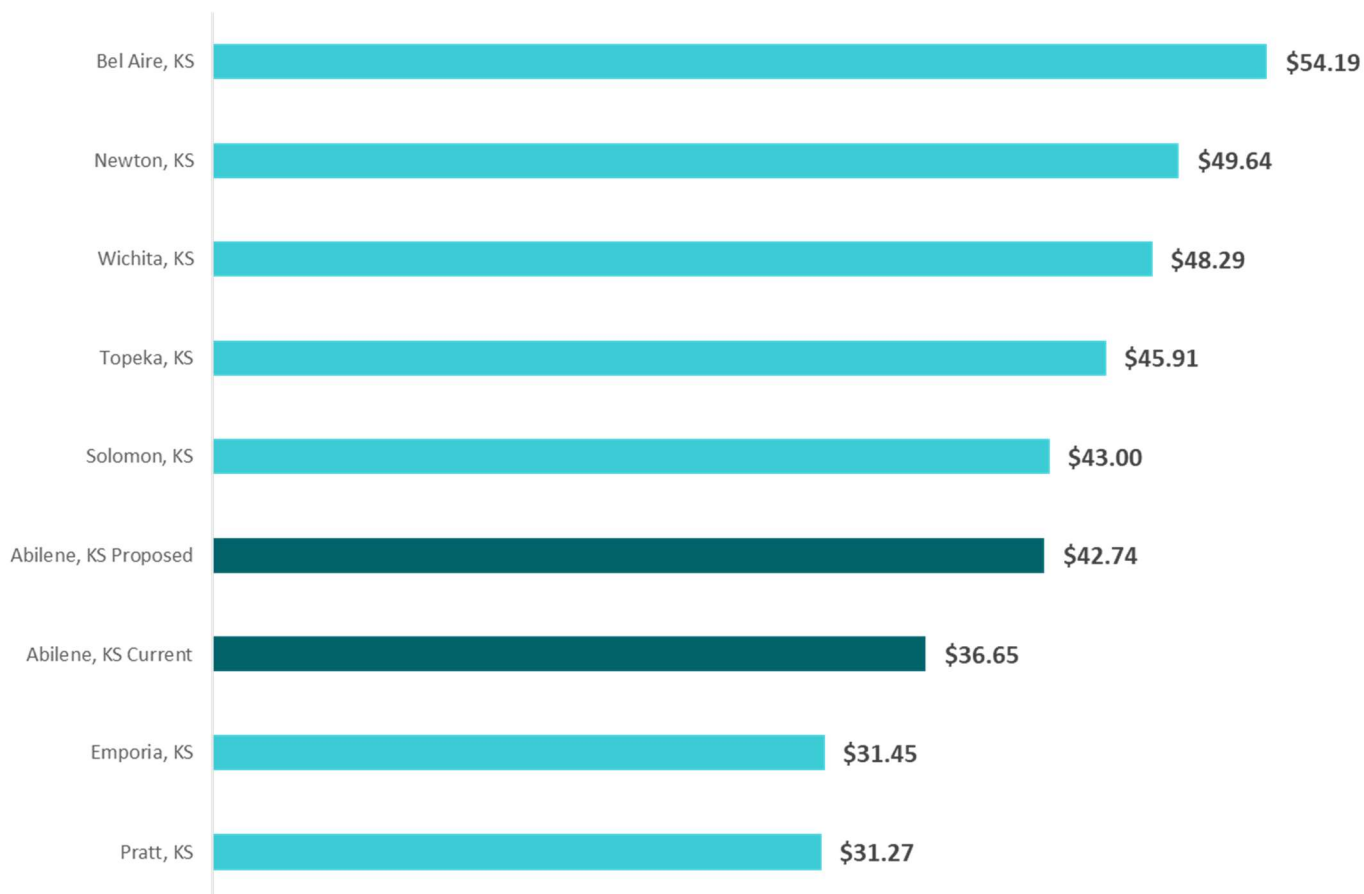
Table 2 provides a sample of residential bill impacts. It is important to note that approximately 93% residential bills will increase by less than the City's overall revenue increases of 45% and a majority will increase by only 17%.

Table 2: Residential Bill Impacts

Water Use (kgal)	Current	Proposed	\$ Change	% Change	% of Bills
1	\$ 23.24	\$ 29.30	\$ 6.06	26.1%	12.4%
4	36.65	42.74	6.09	16.6%	65.9%
6	45.59	56.18	10.59	23.2%	82.9%
10	63.47	89.78	26.31	41.5%	93.1%
15	85.82	156.98	71.16	82.9%	96.4%

Figure 2 presents a 4,000 gallon residential monthly water bill in Abilene and in other communities. Even after the proposed 2026 rate increase, Abilene compares favorably.

Figure 2: Bill Comparison – 4,000 Gallons Monthly



Introduction

In 2025, the City of Abilene (City) engaged Raftelis to develop a water rate and cost of service study. The primary goal of the study was to determine the costs of providing water services to the community and to establish rates that will reasonably provide for a sustainable utility system that meets the needs and expectations of the current and future customers. This report presents Raftelis' recommended rate structure and rate increases to fully fund the City's revenue requirements.

Rate Setting Process

The rate setting process involves three steps: first, a revenue requirement is established that represents the total level of revenue required to provide water service, that is, to recover the utility's necessary operating and capital expenditures; second, this revenue requirement is attributed to customer classes based on the design and operation of the water system and the service demands placed on that system by customer classes; finally, rates are designed which recover cost of service by allocating the proportional cost of the services attributable to the customers in each class.

The revenue requirements analysis determines the overall level of revenue required to provide water service, including ensuring that sufficient revenues will be available to support the utility's required operating and capital costs. The methodology used in the study to establish the revenue requirement is consistent with industry practice as established by the American Water Works Association (AWWA) in the Seventh Edition of the *Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges*. This methodology involves developing a multi-year financial plan, which identifies the revenue requirement in each year of the study period. The revenue requirements of the water utility are derived from the financial plan discussed in the following section. The revenue requirement from a single year, or Test Year, is then used as the basis for the cost-of-service analysis and rate design.

The second step of the rate setting process, the cost-of-service analysis, attributes the total revenue requirement to customer classes based on each class's use of the water system. Each customer class places a different level of demand on the system – demands that the City's water system is designed and operated to meet. Customer class demands are cost drivers; the cost-of-service analysis establishes the nexus between how the system is designed and operated and how different types of customers are using the system. The cost of service analysis involves three primary steps: *cost functionalization*, which relates the revenue requirement to the major operating functions of the water system; *cost allocation*, which relates these functional costs to demand components which represent the types of demand that drive these functional costs; and *cost distribution*, which attributes the allocated costs by demand component to each customer class in proportion to that class's share of demand.

In the final step, we allocate cost of service to the monthly meter base fee and volumetric charge for each customer class. For each customer class, the amount collected through the meter base fee and the volumetric rate(s) must equal the revenue requirement for the customer class.

Reliance on City Provided Data

During this project, the City provided Raftelis with a variety of technical information, including cost and revenue data. Raftelis reviewed the data provided for reasonableness but did not independently assess or test for the accuracy of such data – historic or projected. Raftelis has relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Raftelis also relied on cost allocation data provided by the City needed to complete the cost of service analysis. There are often differences between actual and projected data. Some of the assumptions used for projections in this report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be variations between the data or results projected in this report and actual results achieved, and those variations may be material.

Raftelis made rate calculations using the best estimates of the City's expected costs, planned capital improvements, and future customer demands. Making such future calculations in advance is normal for public water providers because providers need to recover revenue matched to public budgets adopted in advance of their fiscal periods. For this reason, and others, achieving mathematical exactitude in rate calculations is virtually impossible. Instead, there are methods and techniques available to water providers that promote proportionality between the costs incurred to provide water service and the demand for that service. These methods and techniques are broadly referred to as "cost-of-service principles."

Current Financial Condition

Current Rates

The City currently bills all customers on a monthly basis. All inside-city customers are charged a Monthly Minimum Charge of \$18.77 per month, regardless of meter size. Additionally, the City has a volumetric fee that is charged per unit of water used by each customer. Residential customers pay a uniform volume rate of \$4.47 per 1,000 gallons of water. The City applies a declining block volume rate to commercial customers, charging \$4.47 per 1,000 gallons for the first 225,000 gallons per month and \$3.79 per 1,000 gallons for additional water used. Outside City customers pay two times the rates above. A monthly inside-city customer bill using 4,000 gallons per month is calculated as follows:

$$(\$18.77 \text{ Water Meter Fee}) + (4 * \$4.47 \text{ Volumetric Charge}) = \$36.65$$

Sustainability and Planning

In recent years, the City's water fund has become financially unsustainable. Small surpluses in some years have been outweighed by large deficits in other years, causing the City to rely on drawing down fund balance to continue required operations. The City's FY 2025 adopted budget called for a significant deficit and expected to reduce fund balance to \$0, severely harming the City's ability to respond to emergencies in the future.

Although the City has maintained a capital improvement plan for all departments, the plan has not included funding mechanisms by function or fund, nor has it been fully integrated into a long-term capital planning process. As a result, capital needs were often identified only when they became immediately necessary rather than through a proactive, long-range budgeting approach. A key focus of this study has been to identify both short- and long-term capital needs so that a detailed five-year rate forecast can be developed, along with a preliminary assessment of future requirements.

Financial Plan

Financial Planning Process

The general objective of the financial planning process is to arrive at the level of rate revenue required to provide for the financial sustainability of the City of Abilene (City) into the future. For this study, the financial plan was developed for the fiscal year FY 2026 and a ten-year forecast period (2026 to 2035). This report primarily presents the results of the first 5-year period, 2026 to 2030. The full 10-year plan allows the City to evaluate trends over time and evaluate the impact of challenges that occur beyond 2031 but should be reevaluated before adopting rates for that period.

Utility Revenues

The City's revenues consist of retail rate revenue, wholesale revenue, and other miscellaneous revenues. The rate charged to the City's wholesale customer, Rural Water District #2 (RWD #2) is set by contract, which was recently renegotiated and set at \$1.80 per 1,000 gallons of water. The rate revenue projections shown below assume that current FY 2025 retail rates are effective throughout the study period and that the wholesale rate will increase by 3% per year as permitted by the contract. This status quo scenario provides a baseline from which Raftelis evaluates the need for revenue adjustments. **Table 3** summarizes the projected revenues under the City's existing rates.

Table 3: Revenue at Existing Rates

Description	2026 <i>Budget</i>	2027 <i>Forecast</i>	2028 <i>Forecast</i>	2029 <i>Forecast</i>	2030 <i>Forecast</i>
Fixed Charge					
Residential Inside	\$ 559,046	\$ 559,046	\$ 559,046	\$ 559,046	\$ 559,046
Commercial Inside	76,356	76,356	76,356	76,356	76,356
Residential Irrigation	1,427	1,427	1,427	1,427	1,427
Commercial Irrigation	1,445	1,445	1,445	1,445	1,445
Residential Outside	82,701	82,701	82,701	82,701	82,701
Commercial Outside	4,805	4,805	4,805	4,805	4,805
Subtotal	\$ 725,780	\$ 725,780	\$ 725,780	\$ 725,780	\$ 725,780
Volume Charge					
Residential Inside	\$ 589,370	\$ 589,370	\$ 589,370	\$ 589,370	\$ 589,370
Commercial Inside	351,482	351,482	351,482	351,482	351,482
Residential Irrigation	2,942	2,942	2,942	2,942	2,942
Commercial Irrigation	7,865	7,865	7,865	7,865	7,865
Residential Outside	70,375	70,375	70,375	70,375	70,375
Commercial Outside	18,822	18,822	18,822	18,822	18,822
RWD #2	147,637	152,066	156,628	161,327	166,166
Subtotal	\$ 1,188,492	\$ 1,192,921	\$ 1,197,483	\$ 1,202,182	\$ 1,207,022
Total Rate Revenue	\$ 1,914,272	\$ 1,918,701	\$ 1,923,263	\$ 1,927,962	\$ 1,932,802
Misc. Revenue	\$ 124,300	\$ 115,209	\$ 116,442	\$ 117,971	\$ 118,823

Utility Expenditures

For sound financial operation of the City's water system, the revenue generated must be sufficient to meet the revenue requirements or cash obligations of the system. Revenue requirements include O&M expenses, rate funded capital improvement program (CIP) expenditures, and principal and interest payments on existing debt. The forecast generally relies on the City's adopted budget, with incremental adjustments¹ made during discussions with City staff over the course of the study.

The water fund makes transfers to the general fund and the equipment fund. The general fund transfer has been between \$90 to \$100 thousand, with recent adjustments to recover other direct costs. Going forward, the water fund will transfer 5% of rate revenue each year, similar to a franchise fee paid by private utilities in the City. Transfers to the equipment fund are used to fund expenditures required for the operation of the utility, such as vehicles or maintenance items. Capital expenditures shown in **Table 6** include some items that may be purchased through the equipment fund and some that may be purchased through the water fund; the approach to accounting for expenses in this study ensures that all items are funded but may not reflect the City's formal fund budgeting decisions.

Operation and Maintenance Expenses

Table 4 below provides the projected O&M expenditures. The forecast utilizes the City's FY 2026 budget as a starting point to which inflation factors are applied to forecast future year expenses. This study assumes that O&M expenses will increase at 4% per year, which is consistent with trends seen in other water utilities. Additionally, the Water Fund's annual transfer to the City General Fund will be set at 5% of rate revenue beginning in FY 2027, increasing each year as rates are adjusted.

Table 4: Operating Expense Forecast

Description	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast
Department					
Collection	\$ 543,828	\$ 565,581	\$ 588,204	\$ 611,733	\$ 636,202
Wells / WTP	740,927	770,564	801,387	833,442	866,780
Commercial	476,428	495,485	515,305	535,917	557,353
Transfer to General Fund	112,759	145,290	157,910	171,652	186,617
Total	\$ 1,873,942	\$ 1,976,921	\$ 2,062,806	\$ 2,152,744	\$ 2,246,952

Debt Service Requirements

Debt service requirements consist of principal and interest payments on existing debt and debt proposed to be issued during the study period. The City currently has debt service obligations associated with an outstanding 2019 G.O. bond. The existing debt service payments are approximately \$60 thousand in 2026. **Table 5** indicates the City's debt service obligations.

¹ Adjustments from the adopted FY 2026 budget include reducing the Meters, Radios, Pits, and Rings operating expense account by \$120,000 after the FY 2025 payoff of the 2020 Astra Bank loan, and increasing the transfer to the equipment fund / capital spending by approximately \$10,000 to fully fund \$826,200 of anticipated needs after the use of \$131,621 fund balance.

Table 5: Existing Debt Service

Description	2026 <i>Budget</i>	2027 <i>Forecast</i>	2028 <i>Forecast</i>	2029 <i>Forecast</i>	2030 <i>Forecast</i>
Series 2019 G.O. Bond					
Principal	\$ 39,000	\$ 42,000	\$ 42,000	\$ 42,000	\$ 43,500
Interest	22,665	20,715	18,615	16,935	15,255
Total	\$ 61,665	\$ 62,715	\$ 60,615	\$ 58,935	\$ 58,755

Capital Improvement Program

The City has developed a capital improvement plan (CIP) to address current and future water system needs. The City plans to fund the CIP using revenue from rates as well as utilizing a balance of approximately \$131 thousand expected in the Equipment Fund at the end of FY 2025. The CIP includes approximately \$1.5 million over the study period for miscellaneous upgrades to the water system, including membrane replacements, well improvements, generators, and other items.

A key component of the CIP and a key driver of the proposed rate increases is the City's water main replacement program. Although the City has adequately maintained the existing water distribution system, water mains have an expected useful life after which they must be replaced. The City is currently budgeting approximately \$500 thousand per year for this program. Raftelis estimates that, in the long term, the City should expect to spend over \$2 million per year based on industry guidelines for estimated useful life of water mains, construction cost, and the size of the City. The CIP proposes increasing water main replacement expenditures to \$1 million by 2030; the City should expect to continue to expand this program in future years.

Additionally, the City utilizes two water towers to store treated water and provide appropriate water pressure to customers. Each of these towers is approximately 100 years old and nearing the end of its useful life. Preliminary estimates by City staff indicate that each water tower will cost \$15 million (in today's dollars) to replace. It is not yet clear when exactly construction will need to begin on these projects, but staff believes it could be as early as 2031. The rate increases proposed in this five-year plan *do not* include funding for water tower replacement. Even assuming the use of debt and favorable financing terms, the City should expect additional significant rate increases to fund these projects when the time comes.

Table 6: Capital Improvement Plan

Description	2026 <i>Forecast</i>	2027 <i>Forecast</i>	2028 <i>Forecast</i>	2029 <i>Forecast</i>	2030 <i>Forecast</i>
Project Type					
Water Main Replacements	\$ 500,000	\$ 500,000	\$ 600,000	\$ 800,000	\$ 1,000,000
Vehicles and Equipment	340,000	241,500	195,000	195,000	159,000
Well Improvements	35,000	35,000	35,000	35,000	35,000
Facility Improvements	1,200	1,800	32,400	1,800	600
Total (Current Year Dollars)	\$ 876,200	\$ 778,300	\$ 862,400	\$ 1,031,800	\$ 1,194,600
Total (Future Year Dollars)	876,200	858,076	998,336	1,254,159	1,524,646

Cash Flow Forecast

The final step in the development of the financial plan is the cash flow forecast. The cash flow forecast combines the projections of rate revenues, operating expenses, rate funded capital, and debt service to determine the level of rate increases necessary. In addition to funding year-to-year expenses, rates must be set to generate sufficient reserves. In recent years, the City has relied on the use of existing reserve balances to cover revenue shortfalls in the water utility. However, the fund balance has been depleted, and City staff expects to end FY 2025 with close to \$0 in the water fund.

Raftelis recommends a minimum reserve balance of 90 days of O&M and debt service. This target will allow the City to handle annual variation in water sales as well as common emergency repairs. By linking the target to expenditures, the target balance will grow as costs increase in the future. However, the calculation of the target excludes expenditures related to the capital program; if necessary, the City could temporarily reduce capital spending. The rates proposed below **will not** generate the recommended reserves by 2030, but will put the City on the path to achieving this target.

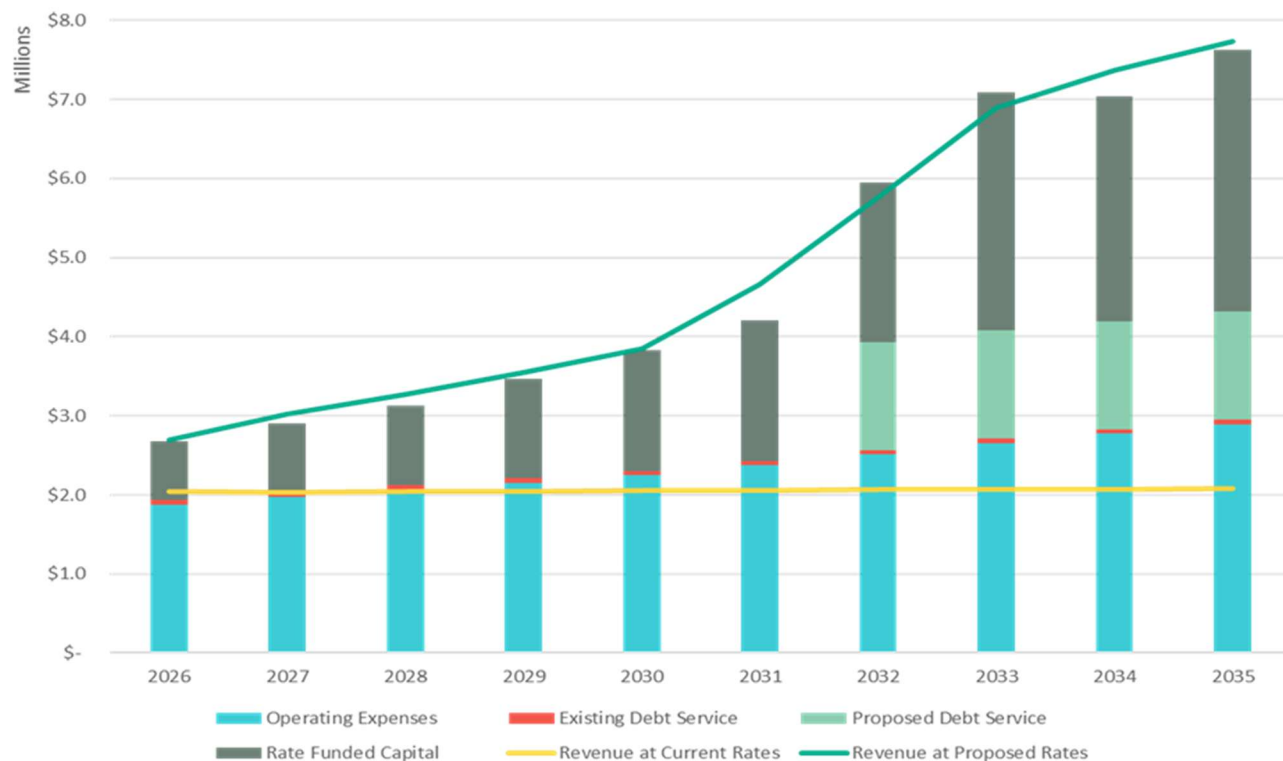
The forecast of City revenues includes both the revenue under existing rates, as well as the additional revenue generated by the forecasted revenue adjustments. For example, in 2026, it is anticipated that existing retail rates will generate \$1.76 million in water sales while the City collects \$147 thousand from RWD #2.

Figure 3 summarizes the water fund's current and expected future financial condition. In order to fund operations and the City's capital plan, rates must be increased to achieve the revenue shown by the green line. Without rate increases, the revenue shown by the yellow line will be insufficient. The graph demonstrates the two key drivers of the proposed rate increases.

First, the City will soon be unable to cover basic operating expenses and debt service payments with revenue from the water fund. By FY 2027, these costs are expected to exceed revenues. Since there is no longer a balance in the water fund to fund deficit spending, budgets will have to be reduced, potentially compromising the safety and reliability of the water system in the immediate future.

Second, the City will be unable to afford any capital improvement program. Crucial upgrades at the City's treatment facilities, future replacement of the water towers, and the City's water main replacement program will be unfunded and uncompleted, harming the City's ability to provide adequate water service at all in the long term.

Figure 3: Water Utility Financial Plan



To ensure recovery of the City's revenue requirements, additional revenue will be needed. **This revenue will be generated by a March 1, 2026 rate increase of 45%.** This increase results in approximately \$660 thousand in additional water sales revenue in FY 2026. To continue to adequately fund revenue requirements, annual rate adjustments of 9% are currently projected from 2027 to 2030.

Table 7 shows the operating financial plan for the next five years based on the revenue and expenditure information presented above. The plan includes the recommended revenue adjustments.

Table 7: Financial Plan

Description	2026 <i>Budget</i>	2027 <i>Forecast</i>	2028 <i>Forecast</i>	2029 <i>Forecast</i>	2030 <i>Forecast</i>
Rate Increase	45%	9%	9%	9%	9%
Revenue					
Rate Revenue at Existing Rates	\$ 1,766,635	\$ 1,766,635	\$ 1,766,635	\$ 1,766,635	\$ 1,766,635
Additional Rate Revenue	662,488	987,107	1,234,944	1,505,086	1,799,541
RWD #2	147,637	152,066	156,628	161,327	166,166
Misc. Revenue	124,300	115,209	116,442	117,971	118,823
Total Revenue	<u>\$ 2,701,060</u>	<u>\$ 3,021,017</u>	<u>\$ 3,274,649</u>	<u>\$ 3,551,019</u>	<u>\$ 3,851,165</u>
Expenses					
Operating Expenses	\$ 1,873,942	\$ 1,976,921	\$ 2,062,806	\$ 2,152,744	\$ 2,246,952
Existing Debt Service	61,665	62,715	60,615	58,935	58,755
Rate Funded Capital	744,579	858,076	998,336	1,254,159	1,524,646
Total Expenses	<u>\$ 2,680,186</u>	<u>\$ 2,897,711</u>	<u>\$ 3,121,757</u>	<u>\$ 3,465,838</u>	<u>\$ 3,830,353</u>
Contribution to Reserves	\$ 20,874	\$ 123,306	\$ 152,892	\$ 85,181	\$ 20,812
Beginning Balance	\$ -	\$ 20,874	\$ 144,180	\$ 297,072	\$ 382,253
Ending Balance	20,874	144,180	297,072	382,253	403,065
<i>Target Balance</i>	<i>\$ 477,273</i>	<i>\$ 502,924</i>	<i>\$ 523,583</i>	<i>\$ 545,345</i>	<i>\$ 568,531</i>

Cost of Service and Rate Design

The cost-of-service analysis utilizes the Base-Extra Capacity methodology. The City's water system was designed and built to serve both average (base) demand and peak (extra capacity) demand. The base demand represents typical daily usage across all customers and customer classes. The extra capacity component accounts for the additional infrastructure investment and operational requirements needed to meet higher peak demands. The primary purpose of the analysis is to ensure that the rates charged to customers are proportional and sufficient to cover the utility's costs for providing reliable and sustainable water service to its customers. A cost-of-service analysis involves the following steps:

1. **Cost Functionalization:** O&M and capital expenses are categorized by their function in the system, which include supply and treatment, transmission, distribution, customer service, meters and services, and administration / general activities.
2. **Cost Component Allocation:** Functionalized costs are then allocated to cost causation components based on their burden on the system. The cost causation components include average day demand, maximum day demand, maximum hour demand, meters and services, and customer accounts. The functionalized revenue requirement (from Step 1) is allocated to the cost causation components and results in the total revenue requirement for each cost causation component.
3. **Development of Units of Service:** The units of service provide a consistent and quantifiable framework for measuring how customers interact with the water utility. The units of service reflect the level of service demands for each of the customer classes. The demand characteristics provide the basis for determining each customer class's share of costs in later steps. These units include annual water use, maximum day and maximum hour water use, number of accounts, and number of water meters.
4. **Unit Cost Determination:** The revenue requirement for each cost causation component is divided by the appropriate units of service to determine the unit cost for each cost causation component. The unit cost for a given cost component is the same for all customer classes, ensuring that each customer class is allocated their proportionate share of costs.
5. **Revenue Requirement Distribution:** The unit cost is utilized to distribute the revenue requirement for each cost causation component to customer classes based on each customer class's individual service units.

Cost of Service

Cost Functionalization

Cost functionalization is the process of identifying the specific functions the utility performs in order to provide water service. Defining costs in this way allows the City to allocate these costs to different customers independently, providing more equitable rates. The cost functions identified in this study include supply and treatment, water transmission, water distribution, storage, pumping, customer service, meters and services, and administration / general activities. The functionalization process included a review of the City's budgets and discussions with City staff.

Cost Component Allocation

Once the O&M and capital costs have been allocated to the functional categories, the totals allocated to each functional category must be further allocated based on the operational need each function is designed to fulfill.

For this allocation, Raftelis has utilized the “Base Extra Capacity” method described in the American Water Works Association (“AWWA”) publication, “Manual of Water Supply Practices M1, Principles of Rates, Fees and Charges” (“AWWA M1”). The Base Extra Capacity Method involves allocating each of the functionalized O&M costs in accordance with operational need that function was designed to satisfy.

The volumetric cost components are base demand (also known as average day demand), which relates to the water demand of City customers on an average day; max day extra capacity, or the level of demand in excess of base demand, demonstrated by City customers on the highest consumption day of the year, and maximum hour extra capacity, the theoretical demand in excess of maximum day demand, demonstrated by City customers in the highest consumption hour.

The customer service-related cost components are customer meters and customer bills. These components relate to—at a minimum—the cost of reading customer meters and processing customer bills. Additionally, customer meter costs may also relate to the fixed investment in water utility assets associated with providing water service which is available (virtually at all times) regardless of how much water is consumed by City customers (i.e. “readiness to serve”).

Determination of Water Units of Service

The next step in the cost allocation process is to summarize the units of service for each customer class, which are the basis for the allocation of the total revenue requirement to each of the customer classes. The customer classes identified in this study include residential, commercial, irrigation, and RWD #2. The units are Average Day units, Maximum Day Extra Capacity units, Maximum Hour Extra Capacity units, Equivalent Meters and Total Bills.

Average day units are the annual consumption for each customer class. Maximum Day Extra Capacity units represent the water demand in excess of that which is used on an average day for that customer class and is a function of the average daily consumption and the customer class peaking factor determined in the prior step.

As an example, the Residential class is forecast to use approximately 132 million gallons in FY 2026. This equates to approximately 361 thousand gallons per day on an average day. Based on the maximum day peaking factor of 1.81 determined through a detailed review of the City’s billing data, residential customers, on their highest consumption day of the year, typically use 655 thousand gallons. The difference between the maximum day and average day, around 294 thousand gallons, represents that class’s Maximum Day Extra Capacity units. Peaking factors for the commercial, irrigation, and RWD #2 classes are 1.78, 3.21, and 1.70. Differences in peaking factors are a key driver of differences in the resulting rates; all else being equal, higher peaking factors result in a higher allocated cost of service.

A similar calculation is used to determine the Maximum Hour Extra Capacity Units, which are simply the consumption forecast in the highest hour of FY 2026, less the maximum day demand.

Customer Units are equivalent meters, and customer monthly bills. The number of bills for each customer class was ascertained via an examination of the billing data from the City. The equivalent meters are the number of customer meters at each meter size weighted by the potential water demand each meter can place on the water system. For the City, a 3/4" meter is the current standard for residential services. The number of equivalent meters for sizes larger than 3/4" is determined by multiplying the nominal number of meters (the number at each connection size) by a meter factor, which represents the ratio of the flow rate of the larger meter, to that of the standard 3/4" meter. Once the number of equivalent meters which are larger than 3/4" is determined, this total is added to the number of 3/4" meters to arrive at the total number of equivalent meters.

Unit Cost of Service and Revenue Requirement Distribution

The unit cost of service is the basis by which costs are allocated to each customer class. The unit costs are determined by dividing the total cost by the total units of service for each cost component.

In the final step of the cost-of-service analysis, the unit costs are multiplied by the units of service for each customer class. This step ensures that each customer class is responsible for the same unit cost for any given component of the water system, even though they may have different usage characteristics. The resulting cost-of-service requirements take into account not only the total amount of water used, but the way the customers use it and the demands they place on different parts of the water system.

RWD #2 Cost of Service

As discussed in the financial planning section above, rates for RWD #2 are set by contract. The current rate is \$1.80 per 1,000 gallons, set to increase by 3% in FY 2026 to \$1.85. Raftelis included RWD #2 as a distinct customer class in the cost-of-service analysis in order to determine a reasonable rate if the City had the ability to modify the contract. Overall, RWD #2's average share of supply and treatment, transmission, pumping, customer service, and overhead costs results in a cost of service of approximately \$350,000 or \$4.37 per 1,000 gallons. RWD #2 was not allocated costs associated with the water distribution system, which is only used to deliver water to smaller retail customers. The cost-of-service analysis clearly indicates that City retail customers are partially subsidizing the full cost of RWD #2's water service.

Besides this cost-of-service allocation, there are other important factors when considering an appropriate wholesale rate. First, it is important to note that this represents RWD #2's average share of costs, the maximum that the City could reasonably charge under cost-of-service principles. It does not mean that the City is losing money by providing service to RWD #2. If RWD #2 were to leave the City, most costs would remain unchanged; staff would likely remain constant, the treatment plant would remain in operation, and transmission system assets would still need to be maintained. A simple estimate of savings based on chemical and electricity usage at the City's treatment facilities suggests that immediate cost savings would only be approximately \$50,000 compared to RWD #2 revenue of \$147,000. Although the RWD #2 rate could justifiably be higher, the City still benefits from having them as a customer.

This analysis does not consider several potential factors the City experiences from having RWD #2 as a customer. There may be effects on the health of the City's wellfield in the long-term or water warning status resulting from droughts in the short-term. Addressing these questions is outside the scope of this rate study but should be considered as part of the City's water resource planning activities in the future.

Cost of Service Results

After completing the cost-of-service process, we can compare the results to the actual revenues the City receives from each customer class. As shown in **Table 8**, all customer classes require significant rate increases to achieve their cost of service, which is based on the FY 2026 revenue requirement discussed previously in this report.

Table 8: Cost of Service Results

Description	Cost of Service	Revenue at Current Rates	\$ Change	% Change
Customer Class				
Residential	\$ 1,804,695	\$ 1,301,492	\$ 503,203	38.7%
Commercial	728,441	451,465	276,976	61.4%
Irrigation	28,484	13,678	14,806	108.2%
Total	\$ 2,561,621	\$ 1,766,635	794,986	45.0%

Rate Design

The final step of the rate study is to develop rates that require the cost of service for each customer class. To accomplish this, Raftelis proposes four rate structure adjustments:

1. Adoption of a fixed charge that varies by meter size. Instead of a monthly fixed charge of \$18.77 for all customers, customers with larger water meters will pay more, regardless of the amount of water used. The fixed charge will include a constant amount for customer service that all customers pay as well as a readiness to serve component that increases for larger meters.
2. Implementation of an inclining block volumetric structure for residential customers. Instead of the same price per unit for all water used, the first 4,000 gallons used per month will be billed at the lowest rate, the next 6,000 gallons at a higher rate, and all additional water use at the highest rate. This structure will recognize water used for irrigation through standard residential meters and allow the City to charge for essential indoor usage in Tier 1, responsible outdoor usage in Tier 2, and excessive outdoor usage in Tier 3.
3. Addition of a new rate for water used by dedicated irrigation meters, set equal to the Tier 2 residential rate. The higher irrigation rate and Tier 2 rates recover more costs from customers that peak heavily, using more water during the summer months than average.
4. Removal of the declining block rate structure for commercial customers and replacement with a uniform rate for all volume used. Declining block structures are typically used to offer a lower overall average rate to industrial customers using a relatively constant amount of water each month. However, billing data analysis indicates that this principle does not apply to the large customers of the City that use water in the current second tier.

Table 9: Proposed FY 2026 Rates

Description	Current	Proposed
Fixed Charge (per month)		
3/4"	\$ 18.77	\$ 24.82
1"	18.77	37.51
2"	18.77	107.31
4"	18.77	405.52
6"	18.77	894.07
Volume Charges (per 1,000 Gallons)		
Residential		
Tier 1 1-4	\$ 4.47	\$ 4.48
Tier 2 5-10	4.47	6.72
Tier 3 >10		13.44
Commercial		
Tier 1 1-225	\$ 4.47	\$ 5.98
Tier 2 >225	3.79	
Irrigation	\$ 4.47	6.72

Table 10 provides a forecast of rates through FY 2030.

Table 10: Proposed Rate Forecast

Description	2026	2027	2028	2029	2030
Rate Increase	45%	9%	9%	9%	9%
Fixed Charge					
3/4"	\$ 24.82	\$ 27.06	\$ 29.50	\$ 32.16	\$ 35.06
1"	37.51	40.89	44.58	48.60	52.98
2"	107.31	116.97	127.50	138.98	151.49
4"	405.52	442.02	481.81	525.18	572.45
6"	894.07	974.54	1,062.25	1,157.86	1,262.07
Volume Charges					
Residential					
Tier 1	\$ 4.48	\$ 4.89	\$ 5.34	\$ 5.83	\$ 6.36
Tier 2	6.72	7.33	7.99	8.71	9.50
Tier 3	13.44	14.65	15.97	17.41	18.98
Commercial	\$ 5.98	\$ 6.52	\$ 7.11	\$ 7.75	\$ 8.45
Irrigation	\$ 6.72	\$ 7.33	\$ 7.99	\$ 8.71	\$ 9.50

Customer Impacts and Rate Comparison

Raftelis performed an analysis to evaluate the impact of the proposed rate structure on a sample of customers and provide a comparison to rates in other communities.

Customer Impacts

Customers using different amounts of water will experience different bill increases under the proposed rates.

Table 11 and **Table 12** present a sample of residential and commercial bill impacts.

Table 11: Typical Residential Bill Impacts

Water Use (kgal)	Current	Proposed	\$ Change	% Change	% of Bills
0	\$ 18.77	\$ 24.82	\$ 6.05	32.2%	0.8%
1	23.24	29.30	6.06	26.1%	12.4%
2	27.71	33.78	6.07	21.9%	31.0%
3	32.18	38.26	6.08	18.9%	50.0%
4	36.65	42.74	6.09	16.6%	65.9%
5	41.12	49.46	8.34	20.3%	76.4%
6	45.59	56.18	10.59	23.2%	82.9%
7	50.06	62.90	12.84	25.6%	87.2%
8	54.53	69.62	15.09	27.7%	89.9%
9	59.00	76.34	17.34	29.4%	91.8%
10	63.47	89.78	26.31	41.5%	93.1%
11	67.94	103.22	35.28	51.9%	94.1%
12	72.41	116.66	44.25	61.1%	94.9%
13	76.88	130.10	53.22	69.2%	95.5%
14	81.35	143.54	62.19	76.4%	95.9%
15	85.82	156.98	71.16	82.9%	96.4%
16	90.29	170.42	80.13	88.7%	96.7%
17	94.76	183.86	89.10	94.0%	97.0%
18	99.23	197.30	98.07	98.8%	97.3%
19	103.70	210.74	107.04	103.2%	97.5%
20	108.17	224.18	116.01	107.2%	97.8%
21	112.64	237.62	124.98	111.0%	98.0%
22	117.11	251.06	133.95	114.4%	98.2%
23	121.58	264.50	142.92	117.6%	98.3%
24	126.05	277.94	151.89	120.5%	98.5%
25	130.52	291.38	160.86	123.2%	98.6%

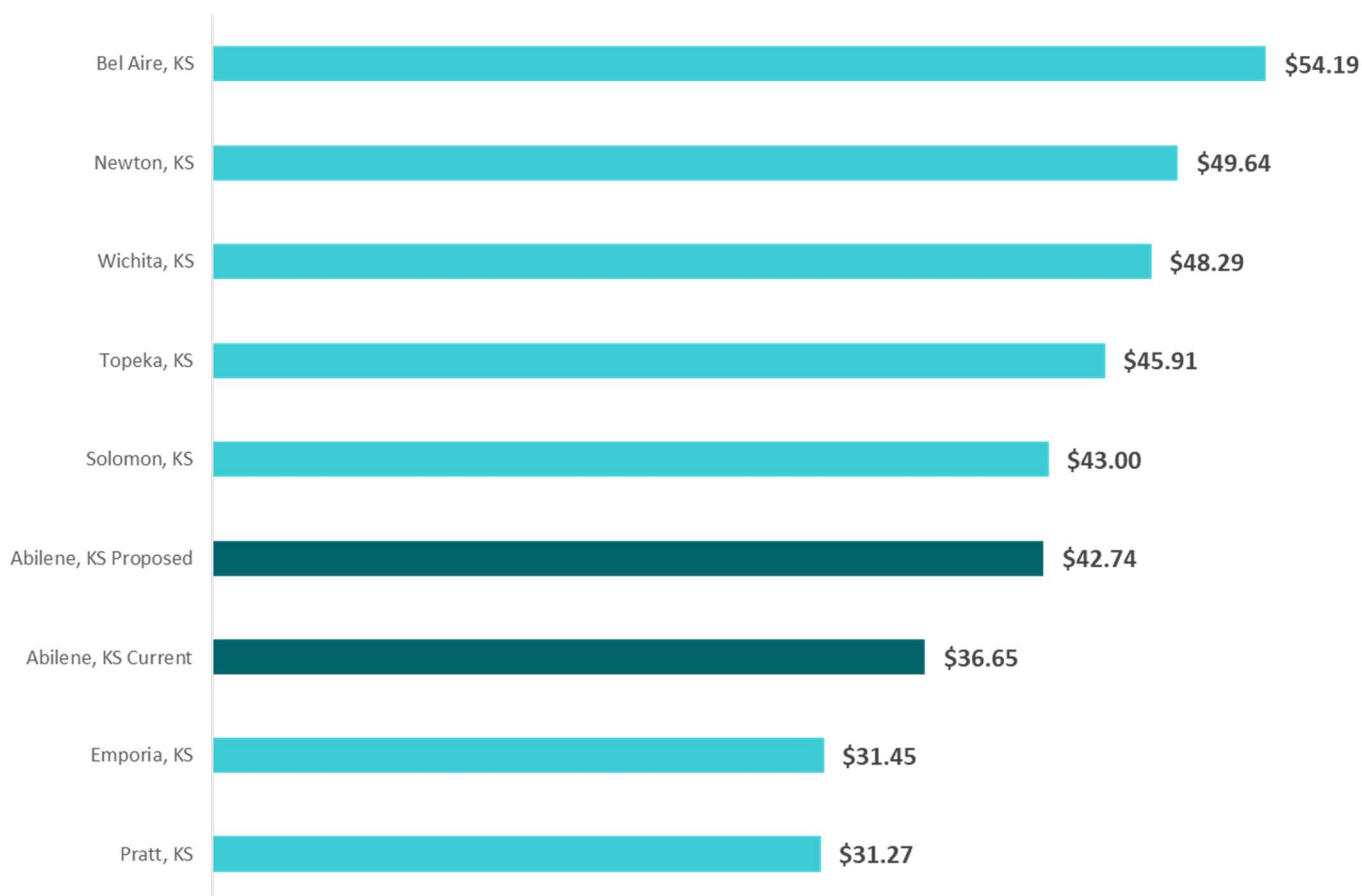
Table 12: Typical Commercial Bill Impacts

Water Use (kgal)	Current	Proposed	\$ Change	% Change
0	\$ 18.77	\$ 24.82	\$ 6.05	32.2%
1	23.24	30.80	7.56	32.5%
2	27.71	36.77	9.06	32.7%
3	32.18	42.75	10.57	32.8%
4	36.65	48.73	12.08	32.9%
5	41.12	54.70	13.58	33.0%
6	45.59	60.68	15.09	33.1%
7	50.06	66.66	16.60	33.2%
8	54.53	72.63	18.10	33.2%
9	59.00	78.61	19.61	33.2%
10	63.47	84.59	21.12	33.3%
11	67.94	90.56	22.62	33.3%
12	72.41	96.54	24.13	33.3%
13	76.88	102.52	25.64	33.3%
14	81.35	108.49	27.14	33.4%
15	85.82	114.47	28.65	33.4%
16	90.29	120.44	30.15	33.4%
17	94.76	126.42	31.66	33.4%
18	99.23	132.40	33.17	33.4%
19	103.70	138.37	34.67	33.4%
20	108.17	144.35	36.18	33.4%
21	112.64	150.33	37.69	33.5%
22	117.11	156.30	39.19	33.5%
23	121.58	162.28	40.70	33.5%
24	126.05	168.26	42.21	33.5%
25	130.52	174.23	43.71	33.5%

Rate Comparison

Figure 4 provides a comparison of the City's typical monthly residential bill to a selection of other utilities. In 2025, the average 4,000-gallon bill among these utilities is \$43.39 per month. The current monthly City bill of \$36.65 is below the average and represents one of the lower bills in the sample. Such comparisons can provide insights into a utility's pricing policies related to service. Care should be taken, however, in drawing conclusions from such a comparison as some factors including geographic location, demand, customer constituency, level of treatment, level of grant funding, age of system, sources of water costs, and rate-setting methodology can affect the cost of providing services.

Figure 4: Bill Comparison – 4,000 Gallons Monthly





City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Regular Meeting

Topic: Direction on Concession Structures and Tenancy at City-Owned Fairgrounds

Department: Administration

Staff Contact: Interim City Manager

Background:

Four concession buildings are situated on city-owned land. Two buildings are owned by Mr. Raymond Gaiwith, one by Vulla Dusek, and one by the CKFFA.

Mr. Gaiwith and Mrs. Dusek state they have leases with the City. Staff cannot locate a lease for any of the four buildings, which presents legal and policy considerations regarding the City's management of municipally owned land, including decisions related to tenancy-at-will, entering into lease agreements, and disposing of City-owned property. Under Kansas law governing second-class cities, such decisions rest within the policy discretion of the City Commission. Accordingly, staff requests direction from the Commission on how to proceed.

Staff recommends that the City Commission authorize staff to negotiate leases with the three building owners in which the City grants the lessee the right to use the property for a specified period, while defining each party's respective roles and responsibilities for maintaining, using, and caring for the property in accordance with the agreed-upon terms.

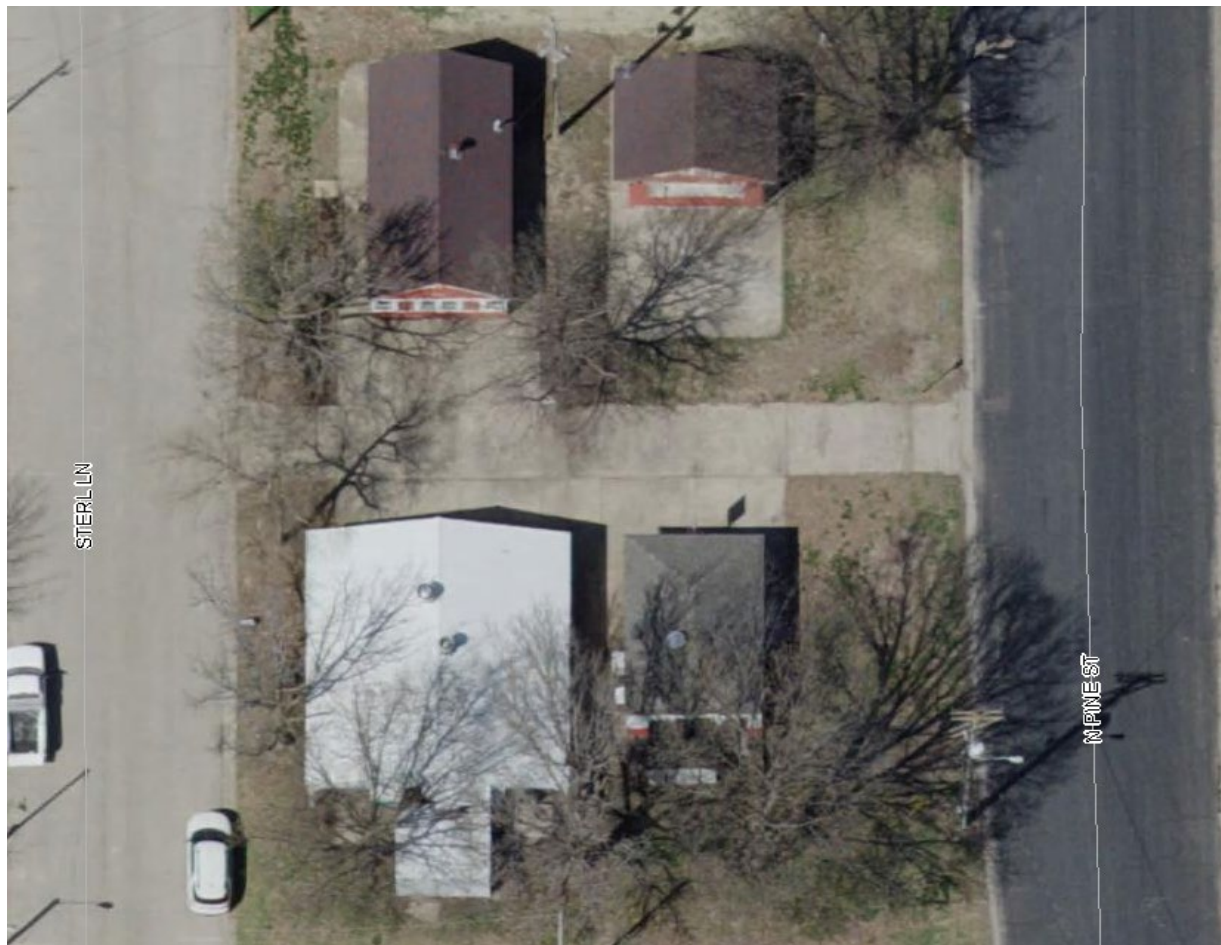
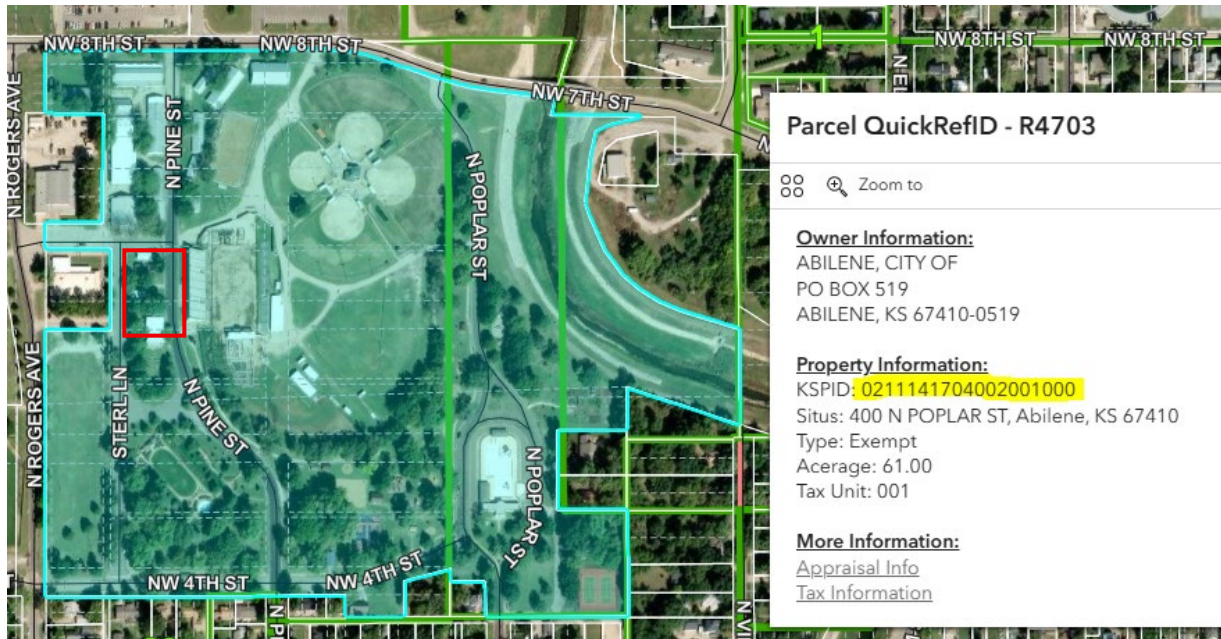
Funding Source: N/A

City Attorney Review: 11/05/2025

Options:

1. Direct staff to enter into lease negotiations with the three building owners.
2. Terminate all tenancies at will and allow a reasonable period to remove the structures.
3. Terminate the tenancy and retain or remove the buildings as part of the City's real estate assets.

Recommendation: Direct staff to enter into lease negotiations with the three building owners and bring negotiated lease agreements back to the City Commission for consideration.





ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE CITY HALL, 419 N. BROADWAY STREET

December 8, 2025 – 15 minutes following the adjournment of the regular meeting

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

- A. Proposed Code Changes for Water and Sewer Extensions Beyond City Limits. – Interim City Manager Quinday
- B. Discussion of Code Amendments Clarifying City Engineer Duties and Engineering Requirements – Interim City Manager Quinday
- C. Consideration of Comprehensive Economic Development Incentive Policy and Standard Application – Interim City Manager Quinday
- D. Review and Discussion of the 2026-2034 Capital Improvement and Equipment Reserve Plans – Interim City Manager Quinday
- E. Preventing Cost Escalation: Advancing Essential Deferred Infrastructure Projects and Equipment – Interim City Manager Quinday
- F. Continued Discussion: Proposed Agenda Structure and Item Progression Process – Interim City Manager Quinday



City Commission

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Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: Proposed Code Changes for Water and Sewer Extensions Beyond City Limits

Department: Administration

Staff Contact: Interim City Manager

Background:

City Code Chapter 7 establishes the requirements for installing, extending, and administering the City's water and sewer utilities. While the Code provides detailed technical standards and clearly outlines procedures for sewer service outside the city limits, it does not offer comparable guidance for extraterritorial water connections. This gap has created ambiguity for both property owners and staff and has led to inconsistent application of the Code.

A memorandum presented to the City Commission on November 18, 2025, identified several provisions in Chapter 7 that require clarification and modernization to ensure consistent administration of utility services outside the city limits. Currently, Article 1 requires Governing Body approval for any water or sewer service beyond city boundaries, but Article 4 addresses only sewer connections and provides no defined process for evaluating extraterritorial water service requests. In addition, Articles 2 (Sewer Utility) and 8 (Water Utility) establish technical standards but do not reference the required approval procedures for service outside the city. To address these inconsistencies, staff recommend amendments to Chapter 7 that create a uniform, transparent process for reviewing and approving all extraterritorial utility requests. These changes also align with the Comprehensive Plan 2024–2045, which supports the use of No-Protest Annexation Agreements to promote fiscal equity and guide long-term growth management.

The attached redlined version of Chapter 7 incorporates these recommendations and includes three primary updates. First, Article 4 is expanded to address both water and sewer connections outside the city limits, ensuring that all such requests follow consistent review, approval, and technical requirements. The revisions also add cross-references to relevant construction and standards contained in Articles 2 and 8. Second, the updates require property owners seeking extraterritorial water or sewer service to execute a No-Protest Annexation Agreement prior to approval, reflecting comprehensive planning goals and common regional practice. Third, the amendments establish a clearer administrative and review process, including defined application requirements, capacity and technical evaluations, formal assessment criteria, and written staff recommendations followed by Governing Body action. These changes provide consistent expectations for applicants, staff, and elected officials and support transparent decision-making.

Overall, the proposed amendments modernize and clarify Chapter 7, ensuring that extraterritorial water and sewer requests are handled consistently, evaluated carefully, and aligned with the City's long-term land-use, infrastructure, and annexation policies.

City Attorney Review: 12/02/2025

Options: For review, discussion, and direction from the City Commission

Recommendation: For review, discussion, and direction from the City Commission

Article 1. General Administration

7-101. Combined administration.

The municipal water system and the municipal sanitary sewer system shall be combined for administrative purposes. Said combined system shall be operated and financed as provided by law.

(Ord. 3069)

7-102. Application.

Application for water and sewer service, or either, shall be made to the water and sewer department by the owner or the occupant of the property to be served. All applications for water and sewer service, or either, from applicants ~~which~~ that require service outside the city limits shall be processed in accordance with Article 4 of this Chapter and shall be referred to the Governing Body for approval or disapproval thereof. No extraterritorial water or sewer connections shall be approved unless the applicant complies with the requirements of Sections 7-404 and 7-405.

{Comment: Clarifies that extraterritorial water and sewer follow Article 4 procedures and must meet the No-Protest Annexation and standardized review requirements}

(Ord. 3069)

7-103. Application fee.

Each customer shall pay to the City Clerk with the application for connection to the municipal water and sewer system a fee. Such fee shall be as prescribed in section 1-310.

(Ord. 2902; Res. 092319-1; Ord. 3425)

7-104. Transfer fee.

Each customer shall pay to the City Clerk with the application for transfer of service to the municipal water and sewer system an amount as prescribed in section 1-310.

(Ord. 2902; Res. 092319-1; Ord. 3425)

7-105. Payment.

The water and sewer service charge shall be due and payable from all users at a time not later than fifteen (15) days following the reading of the water meter of said users. Such bill shall be due when mailed or delivered and be payable without penalty until the due date shown on said bill. After said due date has passed a penalty of five percent (5%) shall be added to the original amount of said bill.

(Ord. 3069)

7-106. Disconnection.

If said bill remains unpaid for a period of ten (10) calendar days after said due date, water and sewer service may be discontinued and disconnected at the discretion of the city, provided that before any such service shall be discontinued for failure to pay said service charge, the user so defaulting in the payment of the service charge shall be given five (5) calendar days' notice of the intention to discontinue and disconnect said service.

(Ord. 3069)

7-107. Appeal.

If within said five (5) calendar days period, the user receiving such notice of intention to discontinue its water and sewer service, shall file with the Governing Body, a written notice stating that said user believes that there is a reasonable basis to dispute the assessment of said service charge, then at the next regular meeting of the Governing Body after the receipt of said written notice, said aggrieved party may appear and present the grievance. If at said meeting the Governing Body finds that the complaint of the aggrieved party is just, said Governing Body may make such adjustment of said service charge as it deems equitable and just in the premises. If the Governing Body at said meeting deems the complaint of the aggrieved party is without merit, it may affirm the service charge of which said aggrieved party complained, and the finding of the Governing Body shall be final and binding upon all parties concerned.

(Ord. 3069)

7-108. Reconnection.

In the event water or sewer service shall be discontinued under the authority of this article, said water or sewer service shall not be restored until the delinquent account and a reconnection fee have been paid by the user whose water or sewer service has been discontinued. Such fee shall be as prescribed in section 1-310

(Ord. 2902; Res. 092319-1; Ord. 3425)

Article 2. Sewer Utility

7-201. Definitions.

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

(a) ATSM means the American Society of Testing Materials or publications thereof.

(b) BOD (Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20o C, express in milligrams per liter (mg/L).

(c) Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning two (2) feet outside the building wall.

(d) Building sewer means the extension from the building drain to the public wastewater collection system or other place of disposal.

(e) Combined sewer means a sewer receiving both surface runoff and sewage.

(f) Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(g) Health officer means a person having public health responsibility by the city, by the State of Kansas and/or by Dickinson County.

(h) Surcharge means recovery by the Governing Body from the industrial users of a treatment works and collection system of the amount allocable to the treatment and collection of wastes from such users.

(i) Industrial users means any of the following:

(1) Any nongovernmental, nonresidential user of a publicly owned treatment works which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A. Agriculture, Forestry and Fishing Division B. Mining

Division D. Manufacturing

Division E. Transportation, Communications, Electric and Sanitary Services

Division I. Services

(2) Any nongovernmental user of a publicly owned treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids or gases in sufficient quantity either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems or to injure or to interfere with any wastewater treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the treatment works.

- (j) Industrial wastes means the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.
- (k) Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.
- (l) Normal domestic waste means normal wastewater for the City in which the average concentration of suspended solids is established at two hundred seventy five milligrams per liter (275 mg/l) the average concentration of five-day BOD is established at two hundred milligrams per liter (200 mg/l); and the average concentration of oil and greases is established at one hundred milligrams per liter (100 mg/l).
- (m) Person means any individual, firm, company, association, society, corporation or group.
- (n) pH means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (o) Properly shredded garbage means the wastes from the preparation, cooking, and dispensing of food which have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension.
- (p) Public sewers means a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.
- (q) Replacement means expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance during the service life of the treatment works for which such works were designed and constructed.
- (r) Sanitary sewer means a sewer which carries wastewater and to which storm, surface and groundwater are not intentionally admitted.
- (s) Sewer means a pipe or conduit for carrying wastewater.
- (t) Slug means any discharge of water, wastewater or industrial waste which is concentration of any given constituent or in which the quantity of flow for any period of duration longer than fifteen (15) minutes exceeds more than five (5) times the average twenty-four (24) hour concentration or flow quantities during normal operation.
- (u) Storm drain or storm sewer means a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

- (v) Suspended solids (ss) means solids that either float on the surface of, or are suspended in water, sewage or other liquids and which are removable by laboratory filtering.
- (w) Watercourse means a channel in which a flow of water occurs, either continually or intermittently.
- (x) Wastewater means a combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters that may be present.
- (y) Wastewater collection system means each, and all, of the common lateral sewers, within a publicly-owned treatment system, which are primarily installed to receive wastewater directly from facilities which convey wastewater from individual structures or from private property, and which include service connection designed for connection with those facilities. The facilities which convey wastewater from individual structures or from private property to the public lateral sewer or its equivalent, are specifically excluded from the definition, with the exception of pumping units, and pressurized lines, for individual structures or groups of structures when such units are cost effective and are owned and maintained by the City of Abilene, Kansas.
- (z) Wastewater treatment facility means any devices and systems used in the storage, treatment, recycling and reclamation of municipal wastewater or industrial wastes of a liquid nature
- (aa) WPCF means the Water Pollution Control Federation or publications thereof.

(Ord. 3069)

7-202. Required connection.

The owner of any house, building or property used for human occupancy, employment, recreation or other purposes, situated within the city and abutting any street, alley or right-of-way in which there is now located or may be located in the future, a sanitary sewer of the city is hereby required to install, at the owner's expense, toilet facilities therein, and to connect such facilities directly with the public wastewater collection system in accordance with the provisions of this article within ninety (90) days after the official notice to do so, provided that said public wastewater collection system is within one hundred fifty (150) feet of the property line. If any such person shall fail, neglect or refuse to so connect any building with the sewer system for more than ten (10) days after being notified in writing by the Board of Health, then the city may advertise for bids for the construction and making of such sewer connection and may contract with the lowest responsible bidder and cause

such premises to be connected, such assessment to be made in the same manner as other special assessments are made.

(Ord. 3069)

7-203. Connection permit.

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Director of Public Works or an authorized representative.

(Ord. 3069)

7-204. Application.

The owner or an agent shall make application on a form furnished by the city. The permit application shall be supplemented with any plans, specifications, or other information considered pertinent in the judgment of the Director of Public Works or an authorized representative. A permit and inspection fee for a residential or commercial building sewer permit, as prescribed in section 1-310, shall be paid to the City Clerk at the time the application is filed.

(Ord. 3069; Ord. 3425)

7-205. Costs.

All costs and expense incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(Ord. 3069)

7-206. Separate connection.

A separate and independent building sewer shall be provided for every building, except where one (1) building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer.

(Ord. 3069)

7-207. Existing connection.

Existing building sewers may be used in connection with new buildings only when found on examination and tested by the Director of Public Works or an authorized representative to meet all requirements of this article.

(Ord. 3069)

7-208. Construction .

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating and back-filling the trench, installing jointing, and testing the building sewer, shall conform to the Uniform Plumbing Code as hereinafter modified.

(a) Minimum internal pipeline diameter for all building sewers shall be four (4) inches.

(b) Building sewers shall be constructed of one of the following pipeline materials:

(1) Extra-strength vitrified clay pipeline and fitting conforming to ASTM C 700

(2) Polyvinyl Chloride (PVC) gravity sewer pipe and fittings, Type PSP or PSM conforming to ASTM Standards D 3033 or D 4034. All PVC sewer pipe shall be at least schedule 40

(3) Cast or ductile iron pipe with a minimum pressure rating of 150 pounds per square inch conforming to Federal Specification WW-P42lb, or ANSI A21.51, A21.6 or A21.8, except that iron used in the manufacture of pipe shall have minimum design strength value, in pounds per square inch, of 21,000 for bursting strength and 45,000 for modulus of rupture

(4) ABS pipe meeting the requirements of ASTM D2661, Schedule 40 solid wall. Fittings shall be socket type meeting the requirements of ASTM D 2661 and made to ASTM D 3311, drain, waste, and vent patterns.

(Ord. 3069)

7-209. Elevation.

Whenever possible, the building sewer shall be brought to building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public wastewater collection system, wastewater carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(Ord. 3069)

7-210. Installation.

The connection of the building sewer into the public wastewater collection system shall conform to the requirements of the Uniform Plumbing Code or other applicable rules and regulations of the city. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the Director of Public Works or an authorized representative before installation.

(Ord. 3069)

7-211. Inspection.

The applicant for the building sewer permit shall notify the Director of Public Works or an authorized representative when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the Director of Public Works or an authorized representative within ninety-six (96) hours of the receipt of the notice.

(Ord. 3069)

7-212. Excavation.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, rights-of-way, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city.

(Ord. 3069)

7-213. Prohibited connections.

No person shall connect downspouts, exterior or interior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to a public wastewater collection system.

7-214. Extraterritorial sewer connections.

Any sewer connection or extension outside the city limits is subject to the requirements of Article 4 of this Chapter. No extraterritorial sewer connection shall be constructed, connected, or served unless approved by the Governing Body in accordance with Article 4, including any applicable No-Protest Annexation Agreement and review procedures.

{Comment: Rather than rewriting technical sewer provisions, we cross-reference to Article 4 so staff, applicants, and contractors understand that extraterritorial sewer extensions are not governed solely by the technical standards in Article 2}

(Ord. 3069)

Article 3. Sewer Discharge Regulation

7-301. Prohibited discharge.

No person shall discharge or cause to be discharged to any sanitary sewer any of the following:

- (a) Any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters
- (b) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas
- (c) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant
- (d) Any waters or wastes having a pH lower than 5.0 or higher than 10.0, or having any other property capable of causing damage or hazard to structures, equipment, and personnel of the treatment works
- (e) Solid or viscous substances in quantities or of such size capable of causing obstructions to the flow in sewers, or other interference with the proper operation of the treatment works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(Ord. 3069; Ord. 3163)

7-302. Regulated discharge.

The discharge of the following substances, materials, waters, or wastes may be regulated, restricted, or prohibited if it appears likely in the opinion of the Director of Public Works or an authorized representative that such wastes can harm either the sewers, wastewater treatment process, or equipment, have an adverse effect on the receiving stream, or can

otherwise endanger life, limb, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the Director of Public Works or an authorized representative will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the wastewater treatment process, capacity of the wastewater treatment treatability of wastes in the wastewater treatment plant, and other pertinent factors.

(a) Any liquid or vapor which has a temperature higher than one hundred twenty degrees (120o F) (49o C).

(b) Any water or waste containing fats, wax, grease, or oils whether emulsified or not, in excess of one hundred (100) milligrams per liter or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred twenty degrees (120o F and 49o C).

(c) Any garbage that has not been properly shredded.

(d) Any waters or wastes containing strong acid pickling wastes, or concentrated plating solutions whether neutralized or not.

(e) Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances, or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Director of Public Works or an authorized representative for such materials, or pretreatment requirements established by state, federal or other public agencies of jurisdiction for such discharge.

(f) Any waters or wastes containing phenols or other taste-producing or odor- producing substances, in such concentrations exceeding limits which may be established by the Director of Public Works or an authorized representative as necessary, after treatment of the composite wastewater to meet the requirements of the state, federal, or other public agencies of jurisdiction for such discharge.

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Director of Public Works or an authorized representative in compliance with applicable state or federal regulations.

(h) Materials which exert or cause:

(1) Unusual concentrations of inert suspended solids such as, but not limited to, Fullers earth, lime slurries, and lime residues or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate)

(2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions)

(3) Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment works

(4) Unusual volume of flow or concentration of wastes constituting “slugs” as defined herein.

(i) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters

(j) Any waters or wastes (1) having a five-day BOD greater than 200 milligrams per liter, or (2) containing more than 275 milligrams per liter of suspended solids, or (3) having an average daily flow greater than two percent of the average wastewater flow of the city, shall be subject to the review of the Director of Public Works or an authorized representative.

Where necessary, in the opinion of the Director of Public Works or an authorized representative, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the BOD to 200 milligrams per liter, or (2) reduce the suspended solids to 275 milligrams per liter, (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Director of Public Works or an authorized representative and no construction of such facilities shall be commenced until said approvals are obtained in writing.

(Ord. 3069)

7-303. Permitted actions.

If any waters or wastes are discharged, or are proposed to be discharged to the public wastewater collection system, which waters contain the substances or possess the characteristics enumerated in section 7-302, and which in the judgment of the Director of Public Works or an authorized representative may have a deleterious effect upon the treatment works, processes, equipment, or receiving waters, or would otherwise create a hazard to life or constitute a public nuisance, the Director of Public Works or an authorized representative may:

(a) Reject the wastes

(b) Require pretreatment to an acceptable condition for discharge to the public wastewater collection system

(c) Require control over the quantities and rates of discharge

(d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or user charges

If the Director of Public Works or an authorized representative permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Director of Public Works or an authorized representative, and subject to the requirements of all applicable codes, ordinances, and laws.

(Ord. 3069)

7-304. Interceptors.

Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director of Public Works or an authorized representative, such are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Director of Public Works or an authorized representative and shall be located as to be readily and easily accessible for cleaning and inspection.

(Ord. 3069)

7-305. Maintenance.

Preliminary treatment or flow-equalizing facilities which are provided for any water wastes shall be maintained continuously in satisfactory and effective operation by the owner, at the owner's expense.

(Ord. 3069)

7-306. Access.

When required by the Director of Public Works or an authorized representative, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer, to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Director of Public Works or an authorized representative. The manhole shall be installed by the owner at the owner's expense, and shall be maintained so as to be safe and accessible at all times.

(Ord. 3069)

7-307. Testing.

All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this article shall be performed by a laboratory approved by the Director of Public Works or an authorized representative and shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. The physical requirements of sampling and the costs associated with samplers and sampling shall be the responsibility of the user. Test results for all sampling and analyses shall be submitted to the City no less than once per month, or as otherwise stipulated by the City. The timing and frequency of reporting user=s test results shall be as directed by the City. The specific types of and analytical testing for the wastewater constituents contained in the user=s wastewater shall be as directed by the City, and are dependent on the type of operation(s) resulting in the production of the user=s wastewater. Sampling shall be carried out by customarily accepted methods to reflect the effect of the constituents upon the treatment works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all building sewers of a premise is appropriate or whether a grab sample or samples should be taken.)

(Ord. 3069)

7-308. Pretreatment standards.

Any pretreatment standards as established by state, federal, or other public agencies of jurisdiction for such discharge will be used as the minimum requirements by the Director of Public Works or an authorized representative as applied to this article.

(Ord. 3069)

7-309. Inspection.

The Director of Public Works or an authorized representative of the city bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article. The Director of Public Works or an authorized representative shall have no authority to inquire into any processes including metallurgical, chemical, oil,

refining, ceramic, paper, or other industries beyond that point having bearing on the kind and source of discharge to the sewers or waterways or facilities for waste purposes of administering this article shall remain confidential to the Director of Public Works or an authorized representative, except that such report, record, or information may be disclosed to other officials, employees, or authorized representatives of the city and except for such effluent information as may be required by federal and state regulations.

(Ord. 3069)

7-310. Liability.

While performing the necessary work on private properties pursuant to this article, the Director of Public Works or an authorized representative shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the city employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required by this article.

(Ord. 3069)

7-311. Right of entry.

The Director of Public Works or an authorized representative bearing proper credentials and identification shall be permitted to enter all private properties through which the city holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater collection system lying within said easement. All entry and subsequent work, if any, on said easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(Ord. 3069)

7-312. Storm water.

Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers as approved by the Director of Public Works or an authorized representative, to a storm sewer or natural outlet. Such flows are also subject to state and federal regulations.

(Ord. 3069)

Article 4. Extraterritorial Water and Sewer Connections

7-401. Extraterritorial water and sewer connections; Governing Body approval.

No water or sewer connection will be permitted for areas outside the city limits until the developer or owner obtains approval from the Governing Body. Any water or sewer lines needed to connect with existing city water and sewer mains and laterals must conform to city and state specifications for same and to the technical standards set forth in Articles 2 and 8 of this Chapter. All extraterritorial connections shall be reviewed and approved in accordance with the procedures in Sections 7-404 and 7-405.

{Comment: Expands Article 4 to cover both water and sewer, and ties extraterritorial construction standards back to Articles 2 (sewer) and 8 (water) with a clear reference to the new annexation and review procedures}

(Ord. 3069)

7-402. Application.

Any person residing outside the city desiring to make a connection with the water or sewers and drains of the city shall make an application in writing to the City Clerk. Said application shall state:

- (a) The name and address of the applicant made
- (b) A description of the property upon which a connection is intended to be made
- (c) The name of the contractor or plumber who will do the work
- (d) The amount of service intended to be placed on said connection, and the number of outlets intended to be serviced by the water and/or sewer line
- (e) Any additional information, plans, or supporting documentation required by Section 7-405.

{Comment: Expands the application to include water services, cleans up wording, and links the application content to the new standardized review procedures}

(Ord. 3069)

7-403. Connection fee.

Any person whose property is situated outside the city shall pay a water and/or sanitary sewer connection charge as prescribed in section 1-310. All installations shall be done by the applicant under the supervision of an authorized representative of the city.

(Ord. 3069; Ord. 3425)

7-404. No-Protest Annexation Agreement for extraterritorial utility service.

- (a) As a condition of receiving new or expanded water or sewer service outside the city limits, the property owner shall execute a No-Protest Annexation Agreement in a form acceptable to the city, and such executed No-Protest Annexation Agreement shall be recorded against the subject property.
- (b) The agreement shall state that the property owner and successors in interest will not protest the annexation of the property into the city limits if and when the Governing Body determines the annexation is in the public interest.
- (c) The requirement of this section shall be administered consistent with the City's Comprehensive Development Plan and any applicable annexation policies adopted by the Governing Body.

{Implements the Comprehensive Development Plan recommendation that all extraterritorial utility connections be conditioned on a No-Protest Annexation Agreement.}

7-405. Administrative procedures for extraterritorial water and sewer connections.

- (a) Application Materials. In addition to the information required by Section 7-402, the applicant shall provide:
 - (1) A site plan showing existing and proposed utility extensions;
 - (2) Confirmation of available capacity and proposed route from the Director of Public Works;
 - (3) Documentation of the executed No-Protest Annexation Agreement required by Section 7-404; and
 - (4) Any additional technical information reasonably required by the City to evaluate the request.
- (b) Evaluation Criteria. In reviewing requests for extraterritorial utility service, staff and the Governing Body shall consider, at a minimum:
 - (1) System capacity and impacts
 - (2) Proximity of the property to existing city limits and future annexation areas identified in the Comprehensive Development Plan;
 - (3) Cost of extension, maintenance, and replacement to the City and ratepayers; and
 - (4) Consistency with long-term growth and land-use objectives.
- (c) Recommendation and approval. City staff shall prepare a written recommendation to the Governing Body summarizing the application, evaluation, and proposed

conditions of the approval or denial. The Governing Body's action shall be documented by motion, resolution, or ordinance as appropriate.

(d) Conditions. The Governing Body may impose reasonable conditions on extraterritorial connections, including but not limited to oversizing requirements, cost-sharing, easements, and timing of improvement construction.

{Comment: Creates a transparent, repeatable review process so future extraterritorial requests are treated consistently and aligned with system capacity and annexation planning.}

Article 5. Sewer Rates And Cost Recovery

7-501. Rate basis.

The service charge to be paid by all contributors of the Abilene Municipal Wastewater Collection and Treatment System shall be based on winter water use and continue for twelve (12) months beginning with the April billing. Winter water use shall be defined as the average monthly water metered for each user during the months of December, January and February of each year. Nonresidential users may request sewer charges to be billed based upon actual water usage for each of the twelve months. The city will permit deviations therefrom upon being satisfied by the substantial evidence that an adjustment is due; provided, that the nonresidential user can establish the extent of any non-sewered water usage.

(Ord. 3231)

7-502. Initial rate basis.

For new users who have never established a winter water use as described in this article, the monthly wastewater service charge shall be established based on an estimated water usage of 100 gallon per capita per day based on the number of persons residing on the premises and the service charge so ascertained shall be paid by such new users until said user's winter water use can be established as described in this article.

(Ord. 3231)

7-503. Alternate rate basis.

In the event a lot, parcel of land, premise or facility discharging wastewater, industrial process waste, water or other liquids, either directly or indirectly into the city's wastewater collection and treatment system or which eventually enters the system, is supplied with water from any source other than from the city's municipal water system then the sewer user charge will be estimated at 100 gallon per capita per day, unless the owner of lot,

parcel of land, premise or facility installs, and maintains at the owner's expense a water meter approved by the Water Department. This meter shall serve as a control for the establishment of the sewer user charge and shall be accessible to the city's meter readers.

(Ord. 3231)

7-504. Multiple meters.

Where more than one water meter is installed for service to one industry or commercial business located at a single site or adjoining sites, only one minimum monthly charge shall apply. The additional monthly charge shall apply to the total average winter water use from all meters which supply service to one industry or commercial business located at a single site or adjoining sites.

(Ord. 3231)

7-505. Leak adjustment.

Where it can be established that a contributor has had a water leak during the establishment of the contributor's average winter water use, the contributor's charge may be adjusted by the Cashier of the Utility Office by using the previous year's average winter water use or portion thereof.

(Ord. 3231)

7-506. Partial service adjustment.

If wastewater service is commenced or terminated during a period for which bills are rendered, billing shall be prorated on a daily basis.

(Ord. 3231)

7-507. Sewer rates

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

(Ord. 3173; Ord. 3231; Ord. 3377; Ord. 3394; Ord. 3412; Ord. 3442)

7-508. Rate review.

The city shall annually review user charges and revise such rates, if necessary, to reflect, as a minimum, the following conditions:

- (a) User charges shall maintain a proportional distribution of operation, maintenance and replacement costs among all users and/or user classes.
- (b) User charges shall generate adequate revenues to pay the costs of operation, maintenance and replacement.
- (c) All end of year balances collected through user charges to pay for operation, maintenance and replacement must be carried over to the next year and user charges adjusted accordingly.

(Ord. 3231)

7-509. Billing.

The city shall annually notify each user with a regular bill of the rate and that portion of user charges which are attributable to wastewater treatment. Billings for wastewater service shall be rendered at the same time and on the same bills issued for water service, but shall be shown as a separate item from the charge for water.

(Ord. 3231)

7-510. Surcharge.

Any user shall be assessed one or more of the following surcharges, in addition to any sewer user charges, if the wastes discharged by the user have concentrations greater than normal domestic wastewater as defined in this chapter.

- (a) BOD Surcharge: A surcharge shall be imposed upon a user when the BOD concentration in such user=s wastewater exceeds 200 mg/L. Such surcharge shall be equal to the BOD surcharge rate of \$0.21 (214) multiplied by the number of pounds in excess of 200 mg/L.
- (b) TSS Surcharge: A surcharge shall be imposed upon a user when the TSS concentration in such user=s wastewater exceeds 275 mg/L. Such surcharge shall be equal to the TSS surcharge rate of \$0.31 (314) multiplied by the number of pounds in excess of 275 mg/L.
- (c) The characteristics of wastewater and the rates to which the surcharge(s) will be applied may be modified or supplemented periodically by the city.

(Ord. 3231)

7-511. Characteristics report.

Any industrial user requesting sewer service shall establish or cause to be established the quality, quantity and peak flow rate characteristics of said user's wastewater and shall present this information to the City Engineer in such a manner that the City Engineer shall determine if a surcharge shall be established for said user. The cost of establishing these characteristics shall be paid for by the user.

(Ord. 3231)

7-512. Cost recovery.

Under the surcharge program, any industrial user's share shall be based on all factors which significantly influence the cost of the wastewater collection and treatment system, such as quality, volume, and delivery flow rate characteristics. As a minimum, an industrial user's share shall be proportional to its flow in relation to the treatment works flow. Whenever current standards, regulations or guidelines are altered by any governmental agency in such a manner as to cause an expansion and/or upgrading of the treatment works which are not covered by user's fees, and require additional funds, each contributor's surcharge fee will be adjusted in accordance with the current regulations to reflect the costs of expanding and/or upgrading the treatment works.

(Ord. 3231)

Article 6. Private Sewer Systems

7-601. Private systems.

Where a public sanitary sewer is not available under the provisions of this article, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article.

(Ord. 3114)

7-602. Permit.

Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit signed by the Director of Public Works. The application for such permit shall be made on a form furnished by the city, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Director of Public Works or KSOR or an authorized representative. A permit and inspection fee as prescribed in section 1-310 shall be paid to the City Clerk at the time the application is filed.

(Ord. 3114; Ord. 3425)

7-603. Installation and inspection.

A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Director of Public Works, who shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Director of Public Works when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within ninety-six (96) hours of the receipt of notice by the Director of Public Works or an authorized representative.

(Ord. 3114)

7-604. Requirements.

The type, capacities, location, and layout of a private wastewater disposal system shall comply with all recommendations of the Kansas Department of Health and Environment. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than 20,000 square feet, when a public water supply is used. In the case of a private water supply, the minimum lot size will be 40,000 square feet. No septic tank or cesspool system shall be permitted to discharge to any natural outlet.

(Ord. 3114)

7-605. Operation.

The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the city.

(Ord. 3114)

7-606. Subsequent connection.

At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in this article, the building sewer shall be connected to said sewer within sixty (60) days and the private wastewater disposal system shall be cleaned of sludge and filled with clean bank-run gravel, locally available chat, or soil.

(Ord. 3114)

7-607. Private sewer lines right-of-way use.

A private sewer line may be installed across a public right-of-way when an adjacent public sewer service is not available. A right-of-way use agreement must be entered into by the property owner and City to include the follow provisions.

(a) PERMIT AND AGREEMENT.

(1) Procedure.

(A) Prior to the preparation of the design drawings and permit, the consulting engineer and/or property owner shall meet with the Public Works Director and City Engineer to discuss the extent and nature of the project, the relevant information to be provided and the permit approval process. The information required may be adjusted to account for unique circumstances as agreed upon by the applicant and City Engineer.

(B) The property owner must submit an engineer certified design and permit form which will be reviewed by the City Engineer for completeness and form.

(C) The City Engineer will review the design and permit and will determine if the design is appropriate. If the City Engineer finds the design and permit acceptable, the permit will be approved and the applicant will be provided a Right-of-Way Use Agreement.

(D) If the City Engineer determines that additional information is necessary, the submittal will be returned to the applicant with a request for additional information. The additional information request will clearly identified and describe the information sought.

(E) Once the property owner signed the ROW Use Agreement, it will be forwarded to the City Manager for acceptance by the City.

(F) The property owner is responsible to file a copy of the City Manager endorsed ROW Use Agreement in the Register of Deeds Office and said agreement is to be cited to the record of the subject property.

(G) Approved drawings and supplemental information shall be attached to the connection permit, and ultimately filed with the ROW use agreement and in the Register of Deeds Office.

(H) Any modifications to an approved permit must be submitted by the property owner and accepted by the City Engineer. All review processes of modifications are to follow the same procedure as required for the initial permit.

(I) The property owner may appeal a permit denial or request for additional information to the City Manager. The appeal must be accompanied with a justification for the grounds of appeal. The City Manager may: uphold the permit denial or request for more information; or approve the design and permit. The determination of the City Manager may be appealed to

the City Commission upon the receipt of a written appeal request from the property owner stating the grounds for appeal.

(2) Submittals.

(A) The permit must be filed with a one-time non-refundable fee as prescribed in section 1-310.

(B) The design submittal shall be a surveyed and engineered drawing prepared by a licensed professional engineer in the State of Kansas. Improvement specifications must be included on the drawing.

(C) The following information is required as a minimum and additional information may be requested by the City Engineer as stipulated in Section 7-607(a)(1)(D). The design submittal must:

(i) Be in a plan and profile format;

(ii) Be to scale at least a 1:20 scale and include a north arrow;

(iii) Show the location of and identify ROW lines, property lines, public utilities, franchise utilities and easements within 40 feet either side of the proposed private sewer line;

(iv) Location, size, material and directional flow of the private line;

(v) Include letters from the utilities verifying the receipt of the submittal and identifying any conflict and its resolution shall be provided;

(vi) Include contact information for the property owner and engineer; and

(vii) Traffic control shall be illustrated on the drawings.

(b) REQUIREMENTS.

(1) Design

(A) The design must include a tracing wire along the sewer line.

(B) Street ROW crossings, regardless of the surface composition of the street shall be backfilled with flowable fill or bored and cased under the street improvement.

(C) When currently published KDHE standards are applicable to the project, the design drawing and accompanying documentation must comply with KDHE requirements.

(2) Maintenance, Liability and Assurances

(A) All costs associated with the installation, maintenance and removal of the private sewer line, including the necessary replacement, relocation or repair of disturbed public facilities (water lines, public sewer lines, streets, curbs, drainage improvements, electrical facilities, gas lines, telephone lines, television lines, etc.) are to be the responsibility of the property owner.

(B) The property owner accepts all liability associated with the private sewer line and any modifications to public facilities necessitated by the installation, removal, replacement or maintenance of the private sewer line, to include repairs to public facilities damaged as a result of failure of the private sewer line.

(C) The property owner or the future assignees of the property will not allow any additional users to connect to the private sewer line.

(D) A certificate of insurance and bond or surety in the amount of \$1,000,000 will be provided payable to the City. City shall be held harmless.

(c) INSTALLATION AND INSPECTION.

(1) Installation of the line must follow the design as approved in the permit.

(2) The property owner will be responsible to ensure that all public utilities are located and marked prior to beginning the installation of the sewer line.

(3) The property owner must provide notice to the Public Works Director and property owners adjacent to the project at least one week prior to the commencing of excavation.

(4) The approved traffic control measures must be provided during construction.

(5) The City Engineer and City Inspector must be notified and conduct an inspection of the sewer line and connection to the public sewer line prior to burying of the line. Burial of the line can not commence until the improvement passes inspection by the City Inspector.

(6) Repetitive failure to pass inspection will result in revocation of the permit and requirement to remove the sewer line and repair to all grounds and improvements disturbed due to the installation.

(d) SUBSEQUENT CONNECTION. - The property owner will abandon and remove the private sewer lines and install a new private service line at such time as a public sewer line is made available adjacent to the subject property. This work must be completed within sixty (60) days of the public line being made available.

(Ord. 3114; Ord. 3425)

Article 8. Water Utility

7-801. Connections.

All connections to the municipal water system shall be made by the city. All service lines from the mains to the inside of the curb lines, when the main is in the street, shall be installed and maintained by the city. All service lines from the city service line to the premises shall be installed and maintained by the user.

7-802. Connection fees.

Upon receipt of the application as prescribed in this chapter and receipt of the applicable fee as specified below, the city shall, if a water main is available, construct a service connection complete with a shut-off valve and water meter and an approved meter box or tile with a suitable top. Fees for such service shall be established, and updated from time to time, by the governing body.

(Ord. 3066)

7-803. Replacement of connections.

When any street is to be paved or repaved, it shall be the responsibility of the city to determine when service connections are in need of replacement and to replace such service connections at the expense of the city prior to paving operations. If there is vacant property abutting any street to be paved or repaved, service connections shall be constructed to such vacant property and a curb stop shall be installed. The charge for such new service connections shall be as specified in this article, less the current cost to the city of a water meter. The connection fee shall be payable by the property owner, and if not paid, shall be added to the paving assessment.

7-804. Installation.

All water furnished to users of the municipal water system shall be measured by meters installed by the city. Meters shall be located between the sidewalk and curbing when the main is in the street and on private property within three (3) feet of the alley line when the main is in the alley. In the business district meters may be located in the basement at a location specified by the city. Meters purchased by the property owner shall become the property of the city after installation. Maintenance of the meters shall be the responsibility of the city.

7-805. Testing.

The city reserves the right to remove meters from the premises of customers at any time whether owned by the customer or the city. The city shall periodically remove all meters and test their accuracy at its discretion. The cost of such removal, test, inspection, repair,

replacement, and replacement in service if caused by the customer through his own fault or negligence shall be paid 100% by the customer. The removal of a water meter for test and inspection may be requested by the customer served by the meter. If a meter so removed is found to be registering by more than 2%, the cost of removal, test and replacement shall be borne by the city and the water bill for the previous six months shall be adjusted accordingly, otherwise a testing fee as prescribed in section 1-310 shall be paid by the customer.

(Ord. 3425)

7-806. Repair.

Meter settings that are in need of repair shall be repaired by the city and the cost thereof shall be borne in the same manner as specified in Section 7-805. Residential meters located in basements or other locations not in conformity with this article shall be relocated when other repairs or replacements are necessary.

7-807. Right of entry.

Authorized employees of the city shall have access at all reasonable hours to premises supplied by water to make necessary inspections and repairs and to read meters.

7-808. Leaks.

Leaks occurring between the meter or cut-off valve and the main shall be repaired by the city. Leaks occurring on the user's side of the meter or cut-off valve shall be repaired by the owner. If said leak in the user's line is underground or in any manner concealed so that the user could not reasonably have had knowledge of such leak, the user's bill for the preceding month shall be reduced by fifty percent (50%) of the metered consumption, provided that repairs are made within ten (10) days of the time the leak is discovered.

7-809. Shut-off valves.

The water system of each user shall be equipped with a valve so arranged that the entire system may be disconnected from the municipal water system and drained.

7-810. Tampering.

No person other than authorized city employees shall turn the cut-off valve installed at the curb or meter, provided, that licensed plumbers may do so for the purpose of making tests only and shall leave the valve in the same position as prior to such test.

7-811. Extraterritorial water connections.

Any water connection or extension outside the city limits is subject to the requirements of Article 4 of this Chapter. No extraterritorial water connection shall be constructed, connected, or served unless approved by the Governing Body in accordance with Article 4, including any applicable No-Protest Annexation Agreement and review process.

{Comment: Adds a cross-reference to Article 4 and makes it clear that extraterritorial water connections are not handled solely by Article 8 technical provisions; approvals must follow Article 4.}

Article 9. Water Rates

7-901. Residential rates.

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

(a) Monthly Usage Minimum Service Charge.

(1) Water usage as shown on the January, February and March billing is averaged to determine a water use average for both residential accounts. Usage that falls within this average will be billed at the Base Tier rate as established by ordinance.

(2) Any usage that exceeds the water use average by 20% (hereinafter “Base Tier Allotment”) will be billed at the Conservation Tier rate as established by ordinance for residential accounts. Any customer without an established water use average will be allotted fifty gallons per person per day until a new water use average is established. The water use average shall be recalculated annually after the March billing date.

(3) All residential usage that exceeds the Base Tier Allotment during times of official “Water Emergency” periods, as defined by Chapter 7, Article 10 will be billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

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

(1) Residential Inside City:

Monthly Minimum Charge:

\$18.77

Base Tier:	\$0.447 per 100 gallons
Conservation Tier:	Suspended
Emergency Tier: (declared water emergency only):	Suspended

(2) Residential Outside City:

Monthly Minimum Charge:	\$37.54
Base Tier:	\$0.897 per 100 gallons
Conservation Tier:	Suspended
Emergency Tier: (declared water emergency only):	Suspended

(Ord. 3034; Ord. 3167; Ord. 3250; Ord. 3266; Code 2015; Ord. 3377; Ord. 3394; Ord. 3412; Ord. 3442)

7-902. Commercial rates.

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

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

(1) Commercial Inside City:

Monthly Minimum Charge:	\$18.77
0-225,000 gallons:	\$0.447 per 100 gallons
225,001 or higher:	\$0.379 per 100 gallons
225,001 or higher (declared water emergency only):	Suspended

(2) Commercial Outside City:

Monthly Minimum Charge:	\$37.54
0-225,000 gallons:	\$0.897 per 100 gallons
225,001 or higher:	\$0.758 per 100 gallons
225,001 or higher (declared water emergency only):	Suspended

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

(Ord. 3034; Ord. 3250; Code 2015; Ord. 3377; Ord. 3394; Ord. 3412; Ord. 3442)

7-903. Ban on outside watering.

Outside watering of lawns, plants and shrubs shall be annually prohibited between the hours of 12:00 PM (Noon) and 7:00 PM every day from May 1 through September 30.

(Ord. 3197)

7-904. Tank rates.

The rates, including applicable sales tax, for water taken from the city crane or hydrant in tank lots, shall be as follows:

Minimum charge of \$7.35 up to the first 1,000 gallons, and all water in excess of 1,000 gallons shall be at a rate of \$4.00 per 1,000 gallons.

(Ord. 2979)

7-905. Contract rates.

The Governing Body reserves the right to negotiate by contract all water rates for any user who has an average consumption exceeding 750,000 gallons per month. Such contract may be entered after an application for such contract is made in writing to the City Clerk. Average consumption is defined as consumption computed over a twelve (12) month period preceding the contract application.

Article 10. Water Conservation

7-1001. Purpose.

The purpose of this article is to provide for the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the city in the event such a watch, warning or emergency is declared.

(Ord. 3203; Code 2015)

7-1002. Definitions.

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

(a) Water shall mean water available to the City of Abilene (hereinafter “City”) for treatment by virtue of the City’s water rights, water supply, water supply contracts or any treated water introduced by the City into its water distribution system, including water offered for sale at any coin-operated site.

(b) Customer shall mean the customer of record using water for any purpose from the City’s distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.

(c) Waste of water includes, but is not limited to:

(1) permitting water to escape down a street, roadway, or other surface intended for vehicle driving purposes, and any gutter, ditch, or other surface drain; or permitting water to escape down a gutter, ditch, or other surface drain

(2) failure to repair a controllable leak of water due to defective plumbing

(d) The following classes of uses of water are established:

Class 1: Shall be defined as water used for outdoor watering, either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools, or other recreational areas, or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure

Class 2: Shall be defined as water used for commercial, agricultural or industrial purposes, except water actually necessary to maintain health and personal hygiene of bona fide employees of such businesses or interests while such employees are engaged in the performance of their duties at their place of employment.

Class 3: Shall be defined as water used for domestic usage, other than that which would be included in either Class 1 or 2, as defined above.

Class 4: Shall be defined as water necessary only to sustain human life and the lives of domestic livestock, pets, and to maintain standards of hygiene and sanitation.

(Ord. 3203; Code 2015)

7-1003. Water conservation program.

In the event that the City Manager determines that the City's water supply may be subject to a shortage in supply or that there is need for conservation of the public water supply for any reason, the City Manager may begin the progressive three-stage Water Conservation Program by declaring a Water Watch as described in subsection (a) or, in times of need and/or duress, the Governing Body may choose to declare any section of the Program described herein, in effect at any time:

(a) Stage 1: Declaration of a Water Watch. Whenever the City Manager finds that conditions indicate the probability of a drought or some other condition causing a major water supply shortage is rising, he shall be empowered to declare that a Water Watch exists and he shall take steps to inform the public and ask for voluntary water reductions in water use. The City Manager shall declare the existence and end of a Water Watch, which shall be effective upon publication of said notice in the official City newspaper. Such a Water Watch shall be deemed to continue until it is declared by notice in the official newspaper to have ended.

(b) Stage 2: Declaration of a Watch Warning. Whenever the Governing Body finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare, by resolution, that a Water Warning exists and that it will recommend restrictions on non-essential uses during the period of the Water Warning. Such a Water Warning shall be deemed to continue until it is declared by resolution of the Governing Body to have ended. The resolutions declaring the existence and end of a Water Warning shall be effective upon their publication in the official City newspaper.

(c) Stage 3: Declaration of a Watch Emergency. Whenever the Governing Body finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare, by resolution, that a Water Emergency exists and that it will impose mandatory restrictions on water use during the period of the Water Emergency. Such a Water Emergency shall be deemed to continue until it is declared by resolution of the Governing Body to have ended. The resolutions declaring the existence and end of a Water Emergency shall be effective upon their publication in the official City newspaper. Pursuant to the approval of the Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, the mandatory restrictions on water use may be extended to private wells within the City limits.

(Ord. 3203; Ord. 3232; Code 2015)

7-1004. Voluntary conservation measures.

Upon declaration of a Water Watch or Water Warning, as provided in Sections 7-1003, the City Manager, or other designated official, is authorized to call on all water customers to employ voluntary water conservation measures to limit or eliminate non-essential water uses including, but not limited to, limitations on the following uses:

- (a) Class 1 use of water; and
- (b) Waste of water

(Ord. 3203; Code 2015)

7-1005. Mandatory conservation measures.

Upon declaration of a Water Emergency as provided in Section 7-1003(c), the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to, the following conservation measures:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the Emergency.
- (b) Restrictions on the uses of water in one or more classes of water use, as defined in Section 7-1004(d), wholly or in part.
- (c) Restrictions on the sales of water at coin-operated facilities or sites.
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
- (e) Complete or partial bans on the waste of water.
- (f) Any combination of the measures in Section 7-1005 as the Governing Body, or authorized City official, may deem appropriate and/or necessary.

(Ord. 3203; Code 2015)

7-1006. Emergency water rates.

Upon the declaration of a water emergency as provided in Section 7-1003(c), the Governing Body shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:

- (a) Higher charges for increasing usage per unit of use (increasing block rates).
- (b) Uniform charges for water use per unit of use (uniform unit rate).

(c) Extra charges in excess of a specified level of water use (excess demand surcharge).

(Ord. 3203; Code 2015)

7-1007. Regulations.

During the effective period of any water supply emergency as provided for in Section 7-1003(c), the City Manager is empowered to promulgate such regulations as may be necessary to carry out the provisions of this article, any water supply emergency resolution or emergency water rate ordinance. Such regulations shall be subject to approval of the Governing Body at its next regular or special meeting.

(Ord. 3203; Code 2015)

7-1008. Violations, disconnections and penalties.

(a) If the City Manager, or other authorized City official(s) charged with implementation and enforcement of this article or a water supply emergency resolution, learn of any violation of any water use restrictions imposed pursuant to Sections 7-1005 or 7-1007, a written notice of the violation shall be affixed to the property where the violation shall be affixed to the property where the violation occurred and the customer of record and/or any other person known to the City to be responsible for the violation shall be provided with either an actual or mailed notice. Said notice shall describe the violation(s) and order that the noted violation(s) be corrected, cured or abated immediately or within such specified time as the City determines is reasonable for such correction, cure, or abatement under the circumstances. In the event that the order is not cured within the time period given in the notice, the City may terminate water service to the customer subject to the following procedures:

(1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation(s) and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City Manager.

(2) If such hearing is requested by the customer charged with the violation, the customer shall be given a full opportunity to be heard by the City Manager before the termination is ordered and executed.

(3) The City Manager shall make findings of fact and order whether service should continue or be terminated.

(Ord. 3203; Code 2015)

7-1009. Reconnection fee.

A reconnection fee, as prescribed in section 1-310, shall be paid for the reconnection of any water service terminated pursuant to Section 7-1008(a). In the event of subsequent violations within a one-year period, the applicable reconnection fee shall be increased to a fee as prescribed in section 1-310.

(Ord. 3203; Code 2015; Ord. 3425)

7-1010. Municipal offense.

Violations of this article shall be a municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal Court of violating the provisions in this article shall be guilty of a municipal offense. Each calendar day in which a violation is observed shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of One Hundred Dollars (\$100.00). In addition, such customer may be required by the Court to serve a definite term of confinement in the City or County jail, which shall be fixed by the Court and which shall not exceed thirty (30) days. The penalty for a second or subsequent conviction shall be a mandatory fine of Five Hundred Dollars (\$500.00). In addition, such customer may be required by the Court to serve a definite term of confinement in the City or County jail, which shall be fixed by the Court and which shall not exceed thirty (30) days.

(Ord. 3203; Code 2015)

7-1011. Emergency termination.

Nothing in this Article shall limit the ability of any properly authorized City official from terminating the supply of water to any or all customers upon the determination of the City Manager that emergency termination of water service is required to protect the health and safety of the public, or for any other emergency, as required or authorized by ordinance, or as otherwise deemed necessary by the Governing Body.

(Ord. 3203; Code 2015)

7-1012. Severability.

If any provision of this article is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

(Ord. 3203; Code 2015)

Article 11. Water System Cross Connection

7-1101. Purpose.

The purpose of this article is to protect the municipal water supply system from pollution or contamination due to cross connection, to prohibit and eliminate all cross connections within the municipal water supply system, and to provide for the maintenance of a continuing effective cross connection control program and thus protect the public health.

7-1102. Responsibility for program.

The City Manager shall be responsible for effectively conducting the cross connection control program of the municipal water supply system. If in the judgment of the City Manager an approved backflow prevention device is required, the City Manager or his authorized agent shall give notice in writing to the customer to install the proper device at the customer's expense. Failure to comply shall constitute grounds for discontinuing or denying water service to said customer until the device is properly installed.

7-1103. Definitions.

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

- (a) Agency means the City of Abilene, Kansas.
- (b) Air gap means the unobstructed vertical distance at least twice the diameter of the supply line and no less than one inch, through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of the receptacle.
- (c) Approved device means devices tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health and Environment and the City of Abilene, Kansas.
- (d) Backflow means the flow of water or other substances into the distribution system of a potable supply of water from any source other than its intended source. Back siphonage is one type of backflow.
- (e) Backflow preventer means a device or means to prevent backflow.
- (f) Back siphonage means the flowing back of contaminated or polluted substances from a plumbing fixture or any vessel or source into the potable water supply system due to negative pressure in said system.
- (g) Contaminant means any substance that upon entering the potable water supply would render it a danger to the health or life of the consumer.

(h) Cross connection means any physical connection or arrangement between two (2) otherwise separate piping systems, one of which contains potable water and the other which contains water or any substance of unknown or questionable quality whereby there may be flow from one system to the other.

(i) Double check valve assembly means any device consisting of two(2) internally loaded, soft seated, check valves with positive shut-off valves on both upstream and downstream ends, and properly located test ports.

(j) Dual check valve means any device consisting of two(2) internally loaded, soft seated, check valves. This device does not contain test ports and is acceptable for use only at the meter of residential customers.

(k) Free water surface means a water surface at atmospheric pressure.

(l) Flood level rim means the edge of the receptacle from which water overflows.

(m) Frost-proof closet means a hopper with no water in the bowl and with the trap and water supply control valve located below frost line.

(n) KDHE means the Kansas Department of Health and Environment.

(o) Plumbing means the practice, materials and fixtures used in the installation, maintenance, extension and alteration of all piping, fixtures, appliances and appurtenances.

(p) Pollution means the presence of any foreign substance, organic, inorganic or biological, in water, which tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely affect the water.

(q) Reduced pressure zone backflow preventer means an assembly of two independently acting soft seated approved check valves together with a hydraulically operating mechanically independent differential pressure relief valve located between the check valve. The unit shall contain properly located test cocks and resilient seated shut-off valves at each end of the assembly. To be approved these assemblies must be accessible for inspection and testing and be installed in an above ground location where no part of the assembly will be submerged.

(r) Tester means a trained technician certified in the testing and repair of preventers.

(s) Vacuum means any absolute pressure less than that exerted by the atmosphere.

(t) Vacuum breaker means a device that permits entrance of air into the water supply distribution line to prevent back siphonage.

(u) Water, potable means water free from impurities in an amount sufficient to cause disease or harmful physiological effects, the quality of which conforms to KDHE requirements for public water supplies.

(v) Water, non-potable means water that is not safe for human consumption or that is of questionable potability.

7-1103. General requirement.

The public potable water supply system shall be designed, installed and maintained in such a manner as to prevent contamination from non-potable sources through cross connections or any piping connection to the system.

7-1104. Cross connections prohibited.

Cross connections are prohibited, specifically including, but not limited to the following:

- (a) Bidets
- (b) Operating, dissecting, embalming and mortuary tables or similar equipment. In such installations the hose used for water supply shall terminate at least twelve (12) inches away from every point of the table or its attachments
- (c) Pumps for non-potable substances
- (d) Building drains, sewers or vent systems
- (e) Commercial buildings or industrial plants, manufacturing or otherwise using polluting or contaminating substances except when and where, as approved by the city manager, suitable backflow preventers are properly installed, tested and maintained to insure proper operation on a continuing basis.

7-1105. Public water supply interconnection.

Interconnections between two or more public water supplies shall be permitted only with the approval of the Kansas Department of Health and Environment.

7-1106. Individual water supplies.

Connections between a private water supply and the public potable water supply are prohibited.

7-1107. Boilers.

Potable water connections to boiler feed water systems in which boiler water conditioning chemicals are or can be introduced shall be made through an air gap or through a reduced pressure zone principle backflow preventer located in the potable line before the point where such chemicals may be introduced.

7-1108. Refrigeration unit condensers and cooling jackets.

Except when potable water provided for a refrigeration condenser or cooling jacket is entirely outside the piping or tank containing a toxic refrigerant, the inlet connection shall be provided with an approved backflow preventer. Heat exchangers used to heat water for potable use shall be of the double wall type.

7-1109. Protective devices required.

The type of protective device required shall be determined by the degree of hazard which exists as follows:

- (a) Premises having auxiliary water supply shall protect the public system by either an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (b) Premises having water or substances which would be non-hazardous to the health and well being of the consumers shall protect the public system with no less than an approved double check valve assembly.
- (c) Premises where material dangerous to health is handled in a manner which creates an actual or potential hazard shall protect the public system by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (d) Premises where cross connections are uncontrolled shall protect the public water supply by installing an approved air gap or an approved reduced pressure principle backflow prevention device at the service connection.
- (e) Premises where, because of security requirements or other prohibitions, it is impossible to complete in-plant cross connection inspection, the public system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- (f) Premises which may fall into one or more of the above mentioned categories may be, but are not limited to the following:
 - (1) Automobile or other vehicle repair, painting cleaning, washing or other service facilities
 - (2) Beverage bottling plants

- (3) Hotels, motels, apartments, public or private buildings, or other structures or facilities having actual cross connections
- (4) Chemical manufacturing, handling or processing plant or sales
- (5) Dairies and cold storage facilities
- (6) Film or photography processing laboratories
- (7) Fire sprinkler systems
- (8) Hospitals, medical centers, morgues, mortuaries, autopsy facilities, medical clinics, or nursing and convalescent homes
- (9) Irrigation or lawn watering systems
- (10) Laundries and dry cleaners
- (11) Metal cleaning, processing or fabricating plants
- (12) Oil and gas production, storage or transmission facilities
- (13) Packing or food processing plants
- (14) Paper and paper product plants
- (15) Power plants
- (16) Radioactive materials plants or handling facilities
- (17) Restaurants, cafes, caterers, cafeterias, delicatessens or other food preparation facilities
- (18) Restrictive access or classified facilities
- (19) Rubber processing plants
- (20) Sand, gravel, concrete and asphalt plants
- (21) Schools and colleges
- (22) Sewage and storm drainage facilities and reclaimed water systems
- (23) Solar heating systems
- (24) Temporary service connections such as fire hydrants, air valves, water blow-offs and other outlets

7-1110. Installation.

Approved devices shall be installed at all fixtures and equipment where backflow or backsiphonage may occur and where a minimum air gap between the potable water outlet and the fixture or equipment flood-level rim cannot be maintained. Backflow and backsiphonage devices of all types shall be in accessible location. Installation in pits or other locations not properly drained shall be prohibited, except that dual check valves may be installed in the meter box.

7-1111. Connections without back pressure.

Water connections not subject to back pressure shall contain a vacuum breaker on the discharge side of the last valve on the line serving the fixture or equipment. A list of some conditions requiring protection are as follows:

- (a) Aspirators & ejectors. Critical level at least 6 inches above flood level of receptacle served
- (b) Commercial dish washing. Critical level at least 6 inches above flood level of the equipment installed on both hot and cold water supply lines
- (c) Garbage can cleaning. Critical level at least 6 inches above flood level of the equipment installed on both hot and cold water supply lines
- (d) Hose outlets. Critical level at least 6 inches above highest point on hose line
- (e) Commercial laundry. Critical level at least 6 inches above flood level of equipment installed on both hot and cold water supply line.
- (f) Lawn sprinkler system. Critical level at least 6 inches above highest sprinkler head or discharge outlet
- (g) Steam tables. Critical level at least 6 inches above flood level rim or line
- (h) Tanks and vats. Critical level at least 6 inches above flood level rim or line
- (i) Trough urinals. Critical level at least 30 inches above perforated flush pipe
- (j) Flush tanks. Equipment with approved ballcock, installed according to manufacturer's instructions served
- (k) Hose bibs. Critical level at least 6 inches above flood level of receptacle

7-1112. Reduced pressure devices.

Where a potable water connection is made to a line, fixture, tank, vat, pump or other equipment with a hazard of backflow or ~~backsiphonage~~ back siphonage where the water cannot be installed, the city manager may require the use of an approved reduced pressure

principle backflow preventer. The following partial list shows cross connections subject to back pressure situations which may use approved reduced pressure principle backflow preventer devices:

- (a) Chemical line
- (b) Individual water supplies
- (c) Industrial process water line
- (d) Tanks and vats - bottom inlets
- (e) Pumps
- (f) Steam lines
- (g) Swimming pools
- (h) Pressure tanks
- (i) Certain hose bibs

7-1113. Barometric loop.

Water connections where an actual or potential backsiphonage hazard exists, may in lieu of devices specified above be provided with a barometric loop. Barometric loops shall proceed the point of connection.

7-1114. Dual check valves.

Dual check valves may be installed at the meter of residential customers. These valves shall be inspected and repaired not less frequently than every fifth year. Dual check valves shall be installed only in situations where the city manager is assured that only noncontaminating substances are subject to backflow into the potable system.

7-1115. Vacuum breakers.

Atmospheric vacuum breakers shall be installed with the critical level at least 6 inches above the floor rim of the fixture they serve and on the discharge side of the last control valve to the fixture. No shut-off valve or faucet shall be installed beyond the atmospheric vacuum breakers. Pressure vacuum breakers shall be installed with the critical level at least twelve (12) inches above the flood rim but may have control valves downstream from the vacuum breaker. For closed equipment or vessels such as pressure sterilizers, the top of the vessel shall be considered the flood level rim and a check valve shall be installed on the discharge side of the pressure vacuum breaker.

7-1116. Maintenance and repair.

It shall be the responsibility of the premise owner to maintain all backflow preventers and vacuum breakers within the building or on the premises in good working order and to make certain that no piping to other arrangements have been installed for the purpose of bypassing the backflow devices. Testing and repair of these devices shall be made by qualified technicians who have completed a KDHE approved training course and have passed qualified written examinations. The city shall certify said device testers who have met the required qualifications.

7-1117. Inspection.

The city shall inspect all backflow preventer installations to assure proper installation and will assist in the development of appropriate testing and overhaul schedules for such devices. Testing intervals shall not exceed one (1) year, except as noted for residential meter installed dual check valves.

7-1118. Program implementation.

Businesses are required to submit plans to the City Engineer within six (6) months after notification by the city that the water service or operation requires modification to comply, and shall be allowed six (6) months after submittal of plans to bring the operations into compliance.

7-1119. Penalty.

The City Manager shall notify the owner, or authorized agent of the owner of a building, of such violation and what corrective measures are necessary to correct the violation. The City Manager shall set a reasonable time for the owner or owner's agent to correct the violation. If the owner fails to correct the violation within the specified time, the city shall terminate delivery of water to the building or premises until such time as the violation is satisfactorily corrected.

Article 12. Storm Water Utility

7-1201. Definitions.

In addition to the words, terms and phrases elsewhere defined in this Chapter, the following words, terms and phrases as used in this Chapter shall have the following meanings:

(a) "Bonds" – means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of improvements.

- (b) “Central business district” – means all property as set forth in Attachment “A”.
- (c) “Commercial and industrial developed property” – means developed property other than residential developed property and includes multi-family residential developed property for two (2) family units or more.
- (d) “Costs of capital improvements” – means costs incurred in providing capital improvements to the storm water management system or any portion thereof, including professional services and studies connected thereto, payment of principal and interest on bonds, heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are not otherwise payable from special assessments; studies related to the operation of the system; and the costs of any studies performed heretofore in relation to the establishment of the storm utility and other start-up costs of the Storm Water Utility.
- (e) “Debt Service” – means an amount equal to the sum of:
- (1) All interest payable on bonds during a fiscal year, plus
 - (2) Any principal installments payable on such bonds during such fiscal year.
- (f) “Developed property” – means real property other than undeveloped property.
- (g) “Drainage fee or drainage fees” – means a monetary fee authorized by resolution of the City Commission, which may be amended from time to time by the Commission, that has been established to pay operation and maintenance, extension and replacement, costs of capital improvements, and debt service associated with the storm water management system.
- (h) “Drainage unit” – means the equivalent amount of storm water runoff generated by the impervious surfaces of an average single-family residence and its accessory uses.
- (i) “Exempt property” – means public right-of-way, public streets, public alleys, public sidewalks, and other property as may be exempted from time to time by Storm Water Appeal Board; it also means public property upon which publicly owned and maintained storm drainage facilities are constructed.
- (j) “Extension and replacement” – means costs of extension, addition and capital improvements to, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the storm water management system, or land acquisition for the storm water management system and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvement or other expenses that are not costs of operation and maintenance or debt service.

(k) “Impervious surface” – means any building, structure or surfaced area consisting of gravel, rock, brick, bituminous, concrete or other material in a compacted condition used for storage, parking, driving or other activities.

(l) “Multiple family dwelling unit” – means a single structure used as permanent housing and containing two or more households in separate dwelling units.

(m) “Operation and maintenance” – means without limitation the current expenses, paid or accrued, of operation, maintenance, and current repair of the system, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses, equipment costs, labor costs, and the cost of materials and supplies used for current operations.

(n) “Revenues” – means all notes, fees, assessments, rents, or other charges or income received by the Storm Water Utility in connection with the management and operation of the Storm Water Utility system, including amounts received from the investment or deposit of monies in any fund or account, and bond revenues.

(o) “Single family dwelling unit” – means a single structure used as permanent housing for a single family, including those units in manufactured home parks.

(p) “Storm water management system” , “sewer system “, or “system” – means storm sewers and related facilities that exist at the time of the adoption of this article or that are hereafter established and all appurtenances necessary in the maintaining and operating of the same, including, but not limited to, pumping stations, lateral sewer, main sewers, interceptor sewers, out-fall sewers, drain channels, rivers, streams, and other flood control facilities and works for the collection, transportation, pumping, treatment, and disposing of storm or surface water.

(q) “Storm water utility” or “utility” - means the utility created by this article to operate, maintain, and improve the storm water management system, and for such other purposes as are set forth in this article.

(r) “Undeveloped property” – means real property which has not been altered from its natural condition in a manner which disturbs or alters the topography or soil on the property to the degree that the entrance of water into the soil mantle is prevented or retarded.

7-1202. Creation of storm water utility.

In order to protect life and property throughout the City from the hazards and potential damage from storm water runoff, there is hereby established a Storm Water Utility and Management System, the purpose of which is to assist the City of Abilene in its

responsibility for the operation, construction, maintenance, and repair of storm water drainage system facilities to provide adequate systems of collection, conveyance, detention, treatment, and release of storm water.

7-1203. Program responsibility.

The City Manager shall be empowered to administer the Storm Water Utility and Management System may delegate such duty and responsibility as in necessary to carry out the provisions of this article within the limits of the budget, directives, and storm drainage regulations adopted by the City commission for this utility. The City Manager or his designee shall have the following responsibilities:

- (a) To develop a plan for construction, operation, reconstruction, repair and maintenance of the various facilities that make up the City's storm drainage and sewer system including but not limited to curbs and gutters, storm drain inlets, storm drain pipes, ditches, culverts, canals, detention basins, berms and levees;
- (b) To develop a recommended five (5) year capital improvement plan for needed improvements to existing facilities and/or development of new facilities;
- (c) To carry out a program of work directives, and resolutions as adopted by the City Commission;
- (d) To enforce all regulations pertaining to storm water including the retention of or discharge from private property;
- (e) Review private systems as necessary to determine the compliance of such systems with this Chapter; utility;
- (f) Advise the Mayor, City Commission, and staff on matters relating to this
- (g) Prepare and review a comprehensive drainage plan for the City of Abilene;
- (h) Review plans and approve, deny, inspect, and accept extensions and connections to the system;
- (i) To analyze the costs of services and benefits provided and to recommend fees, charges, fines, and other revenues of the Storm Water Utility.

7-1204. Operating budget.

The City shall adopt an operating budget for each fiscal year for said Storm Water Utility. The operating budget shall set forth for each fiscal year the estimated revenues and the estimated costs for operation and maintenance, extension, replacement, and debt service. The initial operating budget shall be for the fiscal year commencing January 1, 2000.

7-1205. Drainage unit assessment.

(a) There is hereby established for each and every single family dwelling, multiple family dwelling, and all commercial and industrial developed property within the City, other than property declared exempt by the provisions of this Chapter, a drainage assessment. Such drainage assessment shall be established based on the following formula:

(1) Drainage Assessment for Single Family Dwelling Unit: All property shall be assessed one drainage unit.

(2) Drainage Assessment for Multiple Family Dwelling Unit shall be assessed as follows:

(A) Up to six units, 0.7 DU per unit.

(B) Up to 40 units, 0.5 DU per unit.

(C) Over 40 units, 0.4 DU per unit.

(3) Drainage Assessment for Central Business District Property: One Drainage unit for each 25 feet or increment of frontage, with double-frontage and corner lots assessed for the shortest frontage.

(4) Drainage Assessment for Commercial and Industrial Developed Property, excluding the central business district as shown in Exhibit "A": All such property shall be assessed drainage units based on the following Table:

<u>Impervious Surface Area</u>	<u>Drainage Units</u>
Less than 20,000 SF	3.00
20,000 to 29,999 SF	3.50
30,000 to 39,999 SF	4.00
40,000 to 49,999 SF	5.40
50,000 to 59,999 SF	6.80
60,000 to 69,999 SF	8.50
70,000 to 79,999 SF	10.20
80,000 to 89,999 SF	11.90
90,000 to 99,999 SF	13.60

<u>Impervious Surface Area</u>	<u>Drainage Units</u>
100,000 to 119,999 SF	17.00
120,000 to 139,999 SF	20.40
140,000 to 159,999 SF	23.80
160,000 to 179,999 SF	27.30
180,000 to 199,999 SF	30.70
200,000 to 219,000 SF	34.10
220,000 to 239,999 SF	37.50
240,000 to 259,999 SF	40.90
260,000 to 279,999 SF	44.30
280,000 to 299,999 SF	47.70
300,000 to 319,999 SF	51.10
320,000 to 339,999 SF	54.50
340,000 to 359,999 SF	57.90
360,000 to 379,999 SF	61.30
380,000 to 399,999 SF	64.80
400,000 to 419,999 SF	68.20
420,000 to 439,999 SF	71.60
440,000 to 459,999 SF	75.00
460,000 to 479,999 SF	78.40
480,000 to 499,999 SF	81.80
500,000 and Over	85.20

(5) Undeveloped property in its natural state with no buildings or imperious areas will not be assessed a drainage unit.

7-1206. Appeal procedure.

(a) Any person disagreeing with the calculations of the drainage unit assessment may appeal such determination to the City Engineer. Any appeal must be in writing. The City Engineer or his/her designee shall thereupon hold an informal hearing. The City Engineer or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor of the area in question, if such information is deemed to be material by the City Engineer or designee. Based upon information provided, the City Engineer or designee shall make a determination of the drainage assessment for such property. The City Engineer shall notify the parties in writing of the City Engineer's decision.

(b) A person shall have the right to appeal the decision of the City Engineer to the Storm Water Appeal Board. Such appeal shall be made within twenty (20) days of the date of the City Engineer's notification of the decision in the informal proceedings. Such appeals shall be in writing and shall be filed with the City Engineer.

(c) The Storm Water Appeal Board shall consist of the following members:

City Manager or designee

Director of Planning

Director of Public Works

(d) A hearing on such appeal shall be held within thirty (30) days from the date the notice of appeal is received and the appealing party shall be given seven (7) days advance notice of the time and date of the appeal hearing. At such hearing, the appealing party shall present evidence concerning the drainage assessment for the property in question and the City Engineer or his or her designee shall present evidence concerning their findings from the informal proceedings. The Storm Water Appeal Board shall render a decision in writing that sets forth such findings that support their decision within seven (7) days of the hearing. The decision of the Storm Water Appeals Board shall be final and any further appeal of such decision shall be to the District Court of Dickinson County, Kansas, in accordance with the provisions of K.S.A. 60-2101(d).

7-1207. Fee schedule established.

There is hereby imposed on all developed property within the City, except property declared exempt under the provisions of this Chapter, a Storm Water Utility fee. The amount of the Storm Water Utility fee for such property shall be based on the number of drainage units assessed against the property and shall be set by Commission Resolution.

7-1208. Storm water utility fee collection.

(a) Storm Water Utility fees shall be billed and collected monthly with the monthly water and sewer utility for those properties utilizing such City utilities and shall be billed and collected separately at intervals as set by the City Engineer for those properties not utilizing such City utilities. The Storm Water Utility fee for those properties utilizing City utilities shall be part of a consolidated statement for utility customers which shall be paid in a single payment. In the event that a partial payment is received, the payment shall be applied proportionately between all accounts appearing on the consolidated billing. Unless otherwise provided for herein, all billings for drainage fees shall become due and payable in accordance with sections of the Code of the City and with rules and regulations which pertain to City utilities that relate to collection of utility charges. Storm Water Utility fee billing for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property. If the property is not using water and/or sewer services, then drainage fees shall be the responsibility of the person in possession of the property. If no person is in possession of the property, the drainage fee shall be the responsibility of the property owner. The property owner is responsible for Storm Water Utility fees not paid by the occupant.

(b) Storm Water Utility fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this Chapter or any other ordinance of the City, failure of any user of the Storm Water Management System to pay said charges promptly when due shall subject such user to discontinuance of city utility services and the City Manager of the City, or the City Manager's designee, is hereby empowered and directed to enforce this provision as to any and all delinquent users in accordance with provisions set forth in the City Code. Users shall be entitled to notice before city utility services are disconnected for failure to pay Storm Water Utility fees.

7-1209. Storm water utility fund.

(a) All Storm Water Utility fees collected shall be paid into an Enterprise Fund which is hereby created to be known as the Storm Water Utility Fund. Such funds shall be used for the purpose of paying the costs of operation, capital improvements, construction, reconstruction, repair and maintenance of the storm water facilities of the City and to carry out all other purposes of this utility. To the extent that the Storm Water Utility fees collected are insufficient to construct the needed storm water drainage facilities, the costs of same may be paid from such City funds as may be determined by the City Commission, but the City may order reimbursement of such fund if additional fees are thereafter collected. When the fund has surplus dollars on hand in excess of current needs, the surplus dollars

shall be invested to return the highest yield consistent with proper safeguards. Any interest earned on invested funds, bond revenues, and other revenues shall be placed in the Storm Water Utility fund.

(b) Storm Water Utility fees and charges paid and other revenue received shall not be used for general or other governmental or proprietary purposed of the City.

(c) Nothing in this Chapter shall be so construed as to limit or restrict the planning, engineering, capital improvements, construction, reconstruction, repair, operation, or maintenance of storm water facilities through other means including but not limited to other City fees and taxes, bonds, grants, special improvement district, contributions from other agencies, interlocal cooperation agreements, or private contributions.



City Commission

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Wendy Miller
Vice-Mayor

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Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Interim Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: Discussion of Code Amendments Clarifying City Engineer Duties and Engineering

Review Requirements

Department: Administration

Staff Contact: Interim City Manager

Background:

A comprehensive review of the City Code in November 2025 identified numerous sections assigning responsibilities to a “City Engineer,” including technical reviews, plan certification, drainage evaluations, utility permitting, subdivision oversight, and other engineering-related duties. The City does not currently employ or contract with a licensed engineer formally designated in this role, and many of these functions have been handled administratively by staff. The memorandum presented to the City Commission on November 17, 2025, clarified that while several of these duties appropriately require the expertise of a licensed engineer—such as private sewer line design review, subdivision engineering, septic system approvals, and drainage analysis—many others do not require professional engineering judgment and can continue to be performed by City staff as routine administrative tasks.

To address these inconsistencies and better align the Code with current practice, staff prepared the attached redlined amendments. These updates delineate which responsibilities must be performed by a licensed engineer and which may be delegated to staff or a City Manager designee. The amendments also introduce new sections defining “City Engineer” and establishing a uniform framework for recovering the City’s costs for engineering review or inspection. This consolidated cost-recovery approach eliminates the need for repetitive provisions scattered throughout the Code.

The recommended changes achieve several key objectives. They reassign administrative or non-technical responsibilities—such as sidewalk grade determinations, driveway permit processing, culvert tracking, stormwater billing, and parking surfacing requirements—to appropriate staff. They clarify where licensed engineering expertise is required, particularly in areas involving technical analysis, design certification, or public safety considerations, including wastewater evaluations, private sewer design and inspection, drainage assessments, subdivision engineering plans, and septic feasibility reviews. The amendments also formalize the requirement that applicants and developers pay the cost of engineering reviews or inspections and establish a consistent cost-recovery framework across the Code.

Funding Source: N/A

City Attorney Review: 12/02/2025

Options: For review, discussion, and direction from the City Commission

Recommendation: For review, discussion, and direction from the City Commission

6-301. Sidewalk grade.

All sidewalks constructed or reconstructed in the city shall be constructed on the established grade. When the Governing Body shall order a sidewalk constructed as hereafter provided, the city shall pay the cost of bringing the street to grade for the sidewalk. Where no grade has been established, the owner of abutting property may construct a sidewalk on the natural grade, but before any such sidewalk shall be constructed, the persons proposing to do the same shall apply to the Community Development Department for a permit before commencing the work. If the grade has been established, the ~~City Engineer~~ Public Works Director, or designee shall furnish the property owner with the official grade by reference to a stated distance above or below the street grade.

{Comment: The function of furnishing established sidewalk grade is a public works function, not one requiring a licensed engineer. Public works is already responsible for managing street grades and can consult a contract engineer or a designated city engineer as needed. New development would require engineering – cover in subdivision regulations.}

6-502. Driveway permit.

It shall be unlawful for any person to cut or remove any curb along a street or alley, except after making application to and receiving a permit from the City Clerk, the fee for which shall be as prescribed in section 1-310., ~~to so construct a service driveway in accordance with the plans and specifications filed with and approved by the City Engineer. All driveway approaches shall be constructed in compliance with Section 6-503.~~

(Ord. 3425)

{Comment: A licensed engineer is not required for the administrative approval of driveway standards. The construction standards are listed in Section 6-503}

6-507. Costs.

~~The City Engineer shall prepare and keep on file with the City Clerk at all times a schedule of c~~Charges for private entrance culverts of various sizes and materials. ~~Said charges~~ shall be substantially equal to and not less than the cost of materials exclusive of installation labor.

{Comment: This section relates to fee schedules and materials cost-tracking – activities performed by Public Works staff. Engineering judgement is not required}

6-509. Grade.

No private entrance culvert shall be constructed or an existing private entrance culvert reconstructed by any person without first obtaining from the ~~City Engineer~~ Public Works Director or designee the grade at which said private entrance culvert shall be set and the minimum size of opening required.

~~7-510. Surcharge.~~

~~Any user shall be assessed one or more of the following surcharges, in addition to any sewer user charges, if the wastes discharged by the user have concentrations greater than normal domestic wastewater as defined in this chapter.~~

~~(a) BOD Surcharge: A surcharge shall be imposed upon a user when the BOD concentration in such user's wastewater exceeds 200 mg/L. Such surcharge shall be equal to the BOD surcharge rate of \$0.21 (214) multiplied by the number of pounds in excess of 200 mg/L.~~

~~(b) TSS Surcharge: A surcharge shall be imposed upon a user when the TSS concentration in such user's wastewater exceeds 275 mg/L. Such surcharge shall be equal to the TSS surcharge rate of \$0.31 (314) multiplied by the number of pounds in excess of 275 mg/L.~~

~~(c) The characteristics of wastewater and the rates to which the surcharge(s) will be applied may be modified or supplemented periodically by the city.~~

~~{Ord. 3231}~~

7-511. Characteristics report.

Any industrial user requesting sewer service shall establish or cause to be established the quality, quantity and peak flow rate characteristics of said user's wastewater and shall present this information to the City Engineer or other qualified professional engineer in such a manner that the City Engineer or designated professional engineer shall determine if a surcharge shall be established for said user. The cost of establishing these characteristics, including any engineering review performed on behalf of the City, shall be paid for by the user.:-

{Comment: Evaluating industrial wastewater characteristics lends to a professional engineer remaining involved. The added language clarifies that engineering review costs associated with the evaluation are the responsibility of the industrial user, consistent with the principle that project-specific engineering should be developer/user-funded.}

7-607. Private sewer lines right-of-way use.

(City Engineer portions)

(a)(1)(A) Prior to the preparation of the design drawings and permit, the consulting engineer and/or property owner shall meet with the Public Works Director and City Engineer or other qualified engineer acting on behalf of the City to discuss the extent and nature of the project, the relevant information to be provided and the permit approval process. The information required may be adjusted to account for unique circumstances as agreed upon by the applicant and City Engineer or such professional engineer.

(a)(1)(B) The property owner must submit an engineer certified design and permit form which will be reviewed by the City Engineer or designated contract engineer for completeness and form.

(a)(1)(C) The City Engineer or designated contract engineer will review the design and permit and will determine if the design is appropriate. If the City Engineer reviewing engineer finds the design and permit acceptable, the permit will be approved and the applicant will be provided a Right-of-Way Use Agreement.

(a)(1)(D) If the City Engineer reviewing engineer determines that additional information is necessary, the submittal will be returned to the applicant with a request for additional information. The additional information request will clearly identified and describe the information sought.

(a)(1)(H) Any modifications to an approved permit must be submitted by the property owner and accepted by the City Engineer or designated contract engineer. All review processes of modifications are to follow the same procedure as required for the initial permit.

(2)(C) ...additional information may be requested by the City Engineer or designated contract engineer as stipulated in Section 7-607(a)(1)(D).

(c)(5) The City Engineer or designated contract engineer and City Inspector must be notified and conduct an inspection of the sewer line and connection to the public sewer line prior to burying of the line. Burial of the line can not commence until the improvement passes inspection by the City Inspector.

(e) Engineering Review and Inspection Fees.

The property owner shall reimburse the City for the reasonable direct costs of all engineering review and inspection services performed by or under the direction of the City Engineer or designated contract engineer in connection with a private sewer line right-of-way use agreement.

{Comment: This section involves engineering design, review and inspection, it is appropriate to retain an engineering role. The revision allows the city to use contract engineering services. Adding subsection (e) clarifies that all engineering review and inspection costs are borne by the property owner, which avoids placing private project costs to the community at large.}

7-1118. Program implementation.

Businesses are required to submit plans to the City EngineerPublic Works Director or designee within 30 (thirty) days six (6) months after notification by the city that the water service or operation requires modification to comply with KDHE requirements, and shall be allowed 30 (thirty) days six (6) months after submittal of plans to bring the operations into compliance.

7-1206. Appeal procedure.

(a) Any person disagreeing with the calculations of the drainage unit assessment may appeal such determination to the City ~~Engineer~~Manager. Any appeal must be in writing. The City ~~Engineer~~Manager or his/her designee shall thereupon hold an informal hearing. The City ~~Engineer~~Manager or designee, prior to such hearing, may request that the appealing party provide information concerning the basis of the appeal, including a land survey prepared by a registered surveyor of the area in question, if such information is deemed to be material by the City ~~Engineer~~Manager or designee. Based upon information provided, the City ~~Engineer~~Manager or designee shall make a determination of the drainage assessment for such property. The City ~~Engineer~~Manager shall notify the parties in writing of the City ~~Engineer's Manager's~~ decision.

(b) A person shall have the right to appeal the decision of the City ~~Engineer~~Manager to the ~~Storm Water Appeal Board~~Governing Body. Such appeal shall be made within twenty (20) days of the date of the City ~~Engineer's Manager's~~ notification of the decision in the informal proceedings. Such appeals shall be in writing and shall be filed with the City ~~Engineer~~Clerk.

~~(c) The Storm Water Appeal Board shall consist of the following members:~~

~~City Manager or designee~~

~~Director of Planning~~

~~Director of Public Works~~

~~(dc)~~ A hearing on such appeal shall be held within thirty (30) days from the date the notice of appeal is received and the appealing party shall be given seven (7) days advance notice of the time and date of the appeal hearing. At such hearing, the appealing party shall present evidence concerning the drainage assessment for the property in question and the City ~~Engineer~~Manager or his or her designee shall present evidence concerning their findings from the informal proceedings. The ~~Storm Water Appeal Board~~Governing Body shall render a decision in writing that sets forth such findings that support their decision within ~~seven (7)~~twenty (20) days of the hearing. The decision of the ~~Storm Water Appeals Board~~Governing Body shall be final and any further appeal of such decision shall be to the District Court of Dickinson County, Kansas, in accordance with the provisions of K.S.A. 60-2101(d).

~~(e) The appellant shall reimburse the City for reasonable engineering review costs associated with the appeal.~~

~~{Comment: Removes the City Engineer as the hearing officer. The City Engineer or a contract engineer determine the calculations of the drainage unit assessment. The City Manager can utilize an engineer, not previously involved in the assessment, to review the drainage unit assessment appeal.}~~

7-1208. Storm water utility fee collection.

(a) Storm Water Utility fees shall be billed and collected monthly with the monthly water and sewer utility for those properties utilizing such City utilities and shall be billed and collected ~~separately~~ at intervals as set by the City ~~Engineer-Manager~~ for those properties not utilizing such City utilities. The Storm Water Utility fee for those properties utilizing City utilities shall be part of a consolidated statement for utility customers which shall be paid in a single payment. In the event that a partial payment is received, the payment shall be applied proportionately between all accounts appearing on the consolidated billing. Unless otherwise provided for herein, all billings for drainage fees shall become due and payable in accordance with sections of the Code of the City and with rules and regulations which pertain to City utilities that relate to collection of utility charges. Storm Water Utility fee billing for any given property shall initially be the responsibility of the person who is paying for water and/or sewer service for the property. If the property is not using water and/or sewer services, then drainage fees shall be the responsibility of the person in possession of the property. If no person is in possession of the property, the drainage fee shall be the responsibility of the property owner. The property owner is responsible for Storm Water Utility fees not paid by the occupant.

{Comment: Setting billing intervals is an administrative/financial function, not an engineering function.}

(b) Storm Water Utility fees shall be subject to a penalty for late payment which is the same as that imposed for late payment of water and sewer utility charges. In addition to any other remedies or penalties provided by this Chapter or any other ordinance of the City, failure of any user of the Storm Water Management System to pay said charges promptly when due shall subject such user to discontinuance of city utility services and the City Manager of the City, or the City Manager's designee, is hereby empowered and directed to enforce this provision as to any and all delinquent users in accordance with provisions set forth in the City Code. Users shall be entitled to notice before city utility services are disconnected for failure to pay Storm Water Utility fees.

12-1401. Definitions (Critical drainage areas).

(1) Critical drainage area is an area designated on the official zoning map of the city that is subject to periodic flooding due to stormwater ponding or sheet flow.

(2) Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

(3) Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the start of construction of the improvement. ...

(4) Substantial damage ...

(5) Historic structure ... (full text omitted here for brevity; no references to City Engineer.)

12-1402. Critical drainage areas.

Critical drainage areas may be designated by the board of city commissioners following a report and recommendation from the planning commission. The city engineer shall identify areas that should be considered for designation as critical drainage areas. No development or substantial improvement may be undertaken within a critical drainage area without first obtaining a permit from the zoning administrator. The zoning administrator shall not approve any development which does not provide adequate drainage improvements so as not to inordinately expose the development as well as surrounding land to increased stormwater flooding. The drainage improvements shall be designed in accordance with criteria established by the city engineer. The city engineer shall review proposed drainage improvement plans and advise the zoning administrator if such plans comply with established criteria. The completion of said improvements shall be the responsibility of the applicant. This regulation shall not apply to any platted lot zoned single family residential, regardless of size, nor any platted lot containing less than ten thousand (10,000) square feet of land area, regardless of the zoning classification.

{Comment: These provisions involve specialized drainage and flood-risk analysis that require engineering expertise. However, to proceed a policy decision is needed: Establish critical drainage areas proactively or as needed. Once determined, revisions include adding “or other qualified professional engineer as designated by the City.”}

22-601(c). Off-street parking improvements.

~~22-601. Districts permitted. (excerpt)~~

~~c.~~ Improvements. Parking areas and driveways on private property providing ingress and egress to parking areas shall be surfaced with concrete or asphalt ~~to the specifications of the City Engineer in accordance with the City’s adopted design and construction standards as administered by the Director of Community Development,~~ and shall be maintained in good condition and free of all weeds, dust, trash, and other debris.

{Comment: Parking lot surfacing is governed by adopted City design standards. This changes ties the requirement to those standards and to Community Development, rather than an engineer, while still allowing engineering consultation as needed.}

Acceptance of Dedications (Plat Filing Requirements).

Acceptance of Dedications: A final plat that has been approved by the Planning Commission shall be submitted to the Governing Body for its acceptance of the dedication of streets and other public ways, service, and utility easements and any land dedicated for public purposes. The Governing Body shall accept or refuse the dedication within 30 days after its first meeting following the date of the submission of the final plat to the City Engineer.

{No changes. Text inadvertently left in.}

4-302. Streets, Alleys and Public Ways (City Engineer portions).
Existing Code Text (relevant portions)

(11)(c) Residential Streets

... Minimum street width ... *35' b-b

... *31' b-b may be used in low-density developments with approval by the City Engineer.*

(13) Street Grades: The grades of streets, alleys and other public ways included in any subdivision shall not be greater than is necessary for the topographic conditions and shall be subject to the approval of the Engineer.

(14) Costs.

All costs incurred by the City for engineering review and approval required under this section shall be borne by the developer or applicant.

{Comment: Engineering review for private development benefits the applicant and is not a general public service. Charging the developer ensures that taxpayers do not subsidize private project costs.}

4-501(2). Lot Standards (no public sewer).

If the proposed subdivision is served with a public water supply, but not with a public sewer system, the preliminary plat shall be submitted on the basis of a minimum lot size of 2.5 acres and will be subject to the approval of the City Engineer or other qualified professional engineer acting on behalf of the City. The property owner or agent shall cause to be made percolation tests for the proposed subdivision and the results submitted with the preliminary plat. The plat will be so proportioned as to permit future construction of sanitary sewer lines or replatting consistent with good subdivision design.

4-501(12). Costs. All costs incurred by the City for engineering review and approval required under this section shall be borne by the developer or applicant.

4-602. Drainage Easements:

If a subdivision is traversed by a watercourse, drainage way or channel, then a storm water easement or drainage right-of-way shall be provided. Such easement or right-of-way shall conform substantially to the lines of such watercourse and shall be of such width or construction, or both, as may be necessary to provide adequate stormwater drainage and for access for maintenance thereof. Parallel streets or parkways may be required in connection therewith. The Property Owner or their agent shall make and submit a study and report to the City Engineer or other qualified professional engineer acting on behalf of the City for his or her recommendation to the Planning Commission as to the desired width of such easement. Such study and report shall be based on the 100 year flood depth.

4-604. Costs.

All costs incurred by the City for engineering review and approval required under this section shall be borne by the developer or applicant.

{Comment: Engineering review for private development benefits the applicant and is not a general public service. Charging the developer ensures that taxpayers do not subsidize private project costs.}

5-201(b). Subdivision Improvements – Surety Bonds.

Existing Code Text (City Engineer portion)

b. Surety Bonds: The subdivider shall provide the City Engineer or other qualified professional engineer acting on behalf of the City with all calculations and information needed to check the cost estimates of said improvements. This cost shall be estimated by the subdivider and shall be verified by the City Engineer or other qualified professional engineer acting on behalf of the City. The subdivider shall then be required to obtain a security bond from a surety bonding company authorized to do business in the State of Kansas. The bond shall be made payable to the City of Abilene and shall be a percentage of the total improvements costs as recommended by the City Engineer, or other qualified professional engineer acting on behalf of the City, or such other financial assurance accepted by the Governing Body. The duration of the bond shall be until such time as the improvements are completed, inspected and accepted by the City.

5-202. Defaulting.

The Governing Body may, upon advice of the City Engineer or other qualified professional engineer acting on behalf of the City, find that the subdivider is in default of the Subdivision Improvements Agreement. Such finding shall occur at a regularly scheduled meeting of the Governing Body. Two weeks prior to such scheduled meeting, the subdivider shall be notified by registered mail of possible default proceedings. At the meeting the subdivider shall be given the opportunity to rebut findings of default.
Governing Body.

5-205. Performance Bond.

As a guarantee that all public improvements, especially street improvements, have been done in a satisfactory manner, the subdivider shall provide a performance bond to the City for all subdivisions in the unincorporated portion of the City subject to these Regulations. Said performance bond shall be for a period of two years. The time period shall begin upon final acceptance of all improvements within the subdivision. Said final acceptance shall be made by the City Engineer or other qualified professional engineer acting on behalf of the City. The performance bond shall be in the amount acceptable to the City Engineer or other qualified professional engineer acting on behalf of the City and shall be in a form acceptable to the Governing Body, based upon advice from the City Attorney.

5-301. Final Improvement Plans.

~~Existing Code Text~~

Upon the approval of the preliminary plat, the subdivider shall have prepared by a licensed professional engineer, engineering drawings for proposed required improvements containing the data and information specified in Section 5-302. Such drawings shall be certified by a licensed professional engineer, and shall be submitted in duplicate to the City ~~Engineer~~ for review by the City Engineer or or other qualified professional engineer acting on behalf of the City at least 30 days prior to the date that approval of the final plat is requested. Failure to do so will be considered automatic consent, by the subdivider, to a waiver or an extension of waiver of any time limitation for plat approval.

{Comment: Requires the plans to be submitted to the city which can route them to the city engineer or a contract engineer, aligning with how development review typically functions.}

5-302(7). Content of Engineering Drawings – Additional plans.

Existing Code Text (item 7)

When unusual site conditions exist, the City Engineer or other qualified professional engineer acting on behalf of the City may require such additional plans, specifications and drawings as may be necessary for an adequate review of the improvements to be installed.

5-303. Review of Plans.

The City Engineer or other qualified professional engineer acting on behalf of the City shall review all engineering drawings in order to determine whether such drawings are consistent with the approved preliminary plat and comply with city design standards. If such drawings are consistent and in compliance, the Engineer shall forward to the Planning Commission a notice that such drawings do so conform or comply. The Engineer shall notify the subdivider of the specific manner in which such drawings do not so conform or comply; the subdivider may then correct such drawings. If such drawings are not corrected, the Engineer shall forward to the Planning Commission a notice as to the items of nonconformity or noncompliance.

5-304. Approval by Planning Commission.

The Planning Commission shall approve a final plat only when the approval of the City Engineer or other qualified professional engineer acting on behalf of the City and notice therefrom has been received indicating that the plans and engineering drawings have been approved or that the appropriate petitions, if authorized, have been filed with the City ~~Engineer Clerk~~.

{Comment: Petitions are administrative and should be filed with the City}

5-305. Construction of Improvements.

No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it shall have been approved as set forth in Sections 5-303 and 5-304 and there shall have been compliance with all of the requirements relating to an agreement, bond or deposit specified in these regulations. Construction of improvement shall commence within 12 months of date of approval of the final plat by the Planning Commission.

5-306. Construction Inspection.

The Subdivider shall provide construction inspection services by an engineering firm approved by the City Engineer: All phases of construction, including roadway, street, sidewalk, storm drainage and all underground utilities, shall be inspected. Material certifications, required test results and daily logs shall be provided to the City Engineer or other qualified professional engineer acting on behalf of the City on a daily basis. Reproducible "As Built" drawings shall be furnished to the City at the completion of the project. Before final acceptance of the project by the City, the subdivider shall certify, in writing, that all construction was accomplished in accordance with the approved plans and specifications. All improvements constructed are subject to final approval by the City Engineer or other qualified professional engineer acting on behalf of the City.

5-307. Costs.

All costs incurred by the City for engineering review and approval required under this section shall be borne by the developer or applicant.

5-402. Street Signs.

Street signs shall be placed at those locations within the area to be subdivided as determined by the City Engineer.

5-403. Subdivision Entrance Structures.

Where one or more entrance or street structures, such as monuments, pillars, fences, walls, statuary or other decorative features are to be installed in a permanent fashion, the location, size and design shall be included on the street plans submitted to the City Engineer or other qualified professional engineer acting on behalf of the City for approval. This submission shall also include a copy of the by-laws or other documentation of the Association which will have permanent responsibility for maintenance...

5-404. Street Lighting.

Street lighting shall be placed at those locations within the area to be subdivided as determined by the ~~City Engineer~~ Director of Public Works. Street lighting shall comply with the Manual on Uniform Traffic Control Devices (MUTCD). ~~standards adopted by the City.~~

5-501. Applicability (Water and Sanitary Sewer).

The type of water supply and sanitary sewer utilized to serve the subdivision shall be subject to the requirements of the City Engineer, or other qualified professional engineer acting on behalf of the City, and the Kansas Department of Health and Environment.

5-502. Water.

Before approval of a final plat, the subdivider shall present evidence as to the adequacy and potability of water available for domestic and fire protection use in the subdivision.

5-503. Septic Tanks.

Septic tanks may be permitted on lots of 2.5 acres or more provided the requirements of the City Engineer or other qualified professional engineer acting on behalf of the City are met. Where septic tanks are allowed, they must be approved by the City Engineer or such professional engineer and a septic tank permit issued by the same. No final plat shall be approved until evidence is presented to the Planning Commission by the Zoning Administrator that septic tank installation is feasible on each proposed lot in a subdivision.

Potential Additions to City Code – placement TBD:

X-XXX. City Engineer.

“City Engineer” means a licensed professional engineer employed by the City or retained by the City under contract to perform engineering review, design, inspection, analysis, or related services on the City’s behalf. The term includes consulting engineering firms or individual licensed engineers acting under contract with the city to provide engineering services, and references in this code to duties of the City Engineer may be fulfilled by such contracted professional unless otherwise expressly stated.

X-XXX. Engineering review and inspection fees.

(a) Applicability.

Whenever any provision of this Code requires review, approval, inspection, certification, analysis, or other engineering services by the City Engineer in connection with a specific application, permit, plat, development project, public improvement, utility connection, or other action initiated by a developer, property owner, or applicant, the provisions of this section shall apply.

(b) Cost responsibility.

The applicant, developer, or property owner requesting or requiring such engineering services shall reimburse the City for the reasonable direct costs of engineering review, design evaluation, plan review, technical analysis, field inspection, testing oversight, and related professional engineering services performed by or under the direction of the City Engineer.

c) Basis for charges.

Charges for engineering review and inspection services shall include, but not be limited to:

- (1) Hourly fees charged to the City by the contract engineer or engineering firm;
- (2) Direct expenses associated with plan review, testing, and field inspections; and
- (3) Costs for specialty engineering, geotechnical, environmental, hydrologic, or other technical analysis required to complete City review.

(d) Condition of approval.

No permit, plat approval, right-of-way use agreement, utility service connection, or acceptance of public improvements shall be issued or become effective until all engineering review and inspection fees imposed under this section have been paid in full.

{Comment: This section establishes a global framework for recovering the City's costs when engineering review or inspection is required for a specific project. Allowing us to remove every single reference to the developer/applicant paying costs. It implements the policy that costs associated with developer- or applicant-driven projects should be borne by the benefiting property owner or applicant, not the community at large. Referencing this section allows individual code provisions (e.g., private sewer lines, critical drainage, septic approvals, industrial surcharges) to rely on a single, consistent cost-recovery mechanism.



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Kale Strunk
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Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: Consideration of a Comprehensive Economic Development Incentive Policy and Standard Application

Department: Administration / Community Development

Staff Contact: Interim City Manager / Community Development Director

Background:

The City of Abilene currently administers multiple economic development incentive programs, including property tax abatements (EDX), Industrial Revenue Bonds (IRBs), Community Improvement Districts (CID), and Rural Housing Incentive Districts (RHID), along with the Neighborhood Revitalization Program. While these tools remain essential in supporting local investment and job creation, the policies that govern several of them are outdated and dispersed across multiple documents. For example, the City's Industrial Revenue Bond Policy adopted in 2004 is now 21 years old, and the Property Tax Abatement (EDX) Policy, adopted in 2013, is 12 years old. The more recent RHID (2021) and CID (2024) policies also function as standalone documents. However, none of these policies establishes a consistent internal application requirement or defined procedural steps for reviewing incentive requests. As a result, the City currently lacks a standardized application process or uniform internal procedure for evaluating and administering economic development incentives.

This decentralized structure creates challenges for developers, Dickinson County Economic Development Corporation (DKEDC), and City staff, who must navigate multiple policies, differing requirements, and unclear application requirements. It also limits the City's ability to ensure that essential project information—financial capacity, eligible costs, infrastructure demands, anticipated revenue impacts, and alignment with incentive criteria—is consistently evaluated across all incentive types.

To address these issues, staff is proposing the adoption of a single, consolidated Economic Development Incentive Policy and Application. The proposed policy modernizes and integrates the City's various incentive programs into one comprehensive document, while maintaining compliance with all applicable state statutes. Key benefits of adopting the updated policy include:

1. Modernization of Outdated Policies

The IRB and EDX policies have not been updated in more than a decade—and in the case of IRBs, more than two decades—despite significant changes in statutory requirements, industry practices, and local economic development needs. A consolidated policy ensures contemporary standards, consistent eligibility criteria, and alignment with state law.

2. A Single Source of Guidance for All Stakeholders

By unifying program rules into one governing document, the City provides clarity and efficiency for:

- Developers and project representatives
- DKEDC staff assisting applicants
- City staff conducting internal reviews

This reduces confusion, redundant inquiries, and inconsistent interpretations of policy requirements.

3. A Standardized Incentive Application

The new application captures all information required for a full evaluation of a project, including:

- Description of requested incentives
- Site and infrastructure needs
- Capital investment and financing details
- Job creation and wage levels
- Utility demands
- Preliminary revenue projections
- Eligible cost breakdowns (CID, RHID, TIF, IRB as applicable)

This allows staff, DKEDC, and the City Commission to complete a comprehensive, apples-to-apples review across varying project types.

4. Upfront Deposit to Cover the City's Review Costs

Consistent with best practices, the proposed policy requires a standardized application fee and deposit to cover the City's out-of-pocket expenses. These costs typically include bond counsel, financial advisory services, feasibility analysis, and other third-party evaluations necessary to ensure the City's interests are protected. This approach ensures that applicants—not taxpayers—fund the professional services required to evaluate incentive requests.

5. Consistency with Existing Practices in CID and RHID Policies

The new consolidated policy integrates requirements already used in more recent incentive programs, such as:

- Use of standardized criteria and evaluation factors
- Requirement for cost-benefit analysis
- Annual performance review and compliance reporting
- Funding agreements for cost recovery
- Bringing IRB and EDX policies up to the same contemporary standard improves fairness, transparency, and administrative efficiency.

Adopting the proposed comprehensive Economic Development Incentive Policy and Application will modernize the City's economic development tools, streamline administrative processes, ensure consistent and thorough project evaluation, and establish a reliable cost-recovery mechanism. This update strengthens transparency, improves regional competitiveness, and better supports responsible economic growth in the City of Abilene.

The current policies and a draft comprehensive policy and application are attached for review and discussion.

Funding Source: N/A

City Attorney Review: N/A

Options: For Review and Discussion

Recommendation: For Review and Discussion

RESOLUTION NO. 120913-2

**A RESOLUTION AMENDING THE AD VALOREM PROPERTY TAX ABATEMENT
POLICY OF THE CITY OF ABILENE, KANSAS**

WHEREAS, Section 13, Article 11 of the Kansas Constitution authorizes municipalities to abate property taxes for specific economic development projects;

WHEREAS, the Economic Development Council has review and recommended approval of an amended policy concerning ad valorem property tax abatements provided by the City of Abilene, Kansas; and

WHEREAS, the City of Abilene desires to adopt an amended policy for property tax abatements to provide more flexibility with respect to potential economic development projects and to be more in line with area communities' practices.

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

Section 1. Ad Valorem Property Tax Abatement Policy. That the Ad Valorem Property Tax Abatement Policy of the City of Abilene, Kansas, is hereby amended as attached hereto as **Exhibit A**.

Section 2. Implementation. The City Manager, or designee, shall be authorized to implement the aforementioned policy, in cooperation with area partners, as provided therein and in applicable resolutions, ordinances, and laws.

Section 3. Repeal. All former versions of this policy are hereby repealed in their entirety.

Section 3. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 9th day of November, 2013.



CITY OF ABILENE, KANSAS

By: John F. Ray
John F. Ray, Mayor

ATTEST:

Penny Soukup, CMC
Penny Soukup, City Clerk

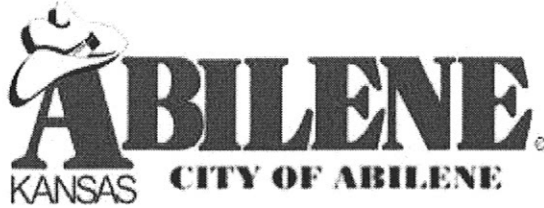
EXHIBIT A

Ad Valorem Property Tax Abatement Policy

of the

City of Abilene, Kansas

December 9, 2013



TAX ABATEMENT POLICY

A. BACKGROUND AND PURPOSE

The purpose of this policy is to establish the official position and procedures of the City of Abilene, Kansas, for considering application for property tax abatement for real and personal property used for economic development purposes in accordance with the provisions of Section 13, Article 11 of the Kansas Constitution, or when associated with the issuance of Industrial Revenue Bonds (IRBs) pursuant to State law.

B. DEFINITIONS

ABATEMENT: Annual amount of ad valorem property taxes waived.

APPLICANT: Includes the business, property owner or owners, their officers, employees, and agents requesting an abatement.

ECONOMIC DEVELOPMENT PURPOSES: For the purpose of an abatement pursuant to the Kansas Constitution, this item shall mean the establishment of a new business or the expansion of an existing business, engaged in manufacturing articles of commerce, conducting research and development or storing goods or commodities which are sold or traded in interstate commerce, which results in additional employment. For purposes of an abatement associated with IRBs, this term shall also include service industry business or any other business which provides substantial unique opportunities or significant community benefits.

PAYMENT IN LIEU OF TAX: An annual payment by the applicant to the taxing jurisdictions which is paid in the place of property tax.

MANAGEMENT COMMITTEE: A review committee comprised of the City Manager, Director of Finance and Community Development Director or their designees.

C. POLICY

1. **Eligibility:** Only those firms which qualify under Kansas law will be eligible for an abatement. Abatements for businesses that would compete directly with existing businesses will not be encouraged unless the competing businesses have received or been offered similar incentives or unless there is an overriding benefit to the City as a whole.
2. **Criteria For Granting Tax Abatements:** The following criteria and factors shall be used in evaluating applications for tax abatements.
 - a. Net benefit to the City, County and School District as shown in the Cost-Benefit Analysis.
 - b. Quality job creation
 - c. Capital investment
 - d. Diversification of the local economy
 - e. The extent to which the project would meet an identified need in the community
3. **Transfers:** No abatement granted by the City shall be transferred as a result of a change in ownership of the exempted property . Any new owner shall file a new application for an abatement. Further, the City shall be notified by the business of any substantive change in the use of the tax exempt property.
4. **Special Assessments:** Special Assessments are not eligible for exemption under this policy.

D. PROCEDURES

1. **Formal Application.** An applicant shall complete a formal application and file it with the Community Development Department. A fee of \$200.00 is due upon filing in order to help defray the city's cost in processing the application.
2. **Preliminary Review.** The Management Committee will provide an initial review of the application to ensure that it meets with City policy.

3. **Cost-Benefit Analysis (Community Return on Investment Model):** The City in cooperation with the State of Kansas Department of Revenue will complete a cost-benefit analysis utilizing the Community Return on Investment Model. This model estimates the economic impact upon the City, County and School District taking into account the public costs (tax abatement and other) and the public benefits (property tax base, sales tax base and other spin-off benefits). Generally, such cost-benefit analysis will examine a ten –year timeframe, however, such time frame may be shorter or longer depending upon the term requested and the term of any other economic incentives contemplated for the applicant. All proposals must meet a benefit-to-cost ratio of 1.3 or higher for approval.
4. **Notice to Taxing Jurisdictions/Public Hearing:** Prior to the granting of any tax abatement, the City Commission shall hold a public hearing. Notice of the public hearing shall be published in the official city newspaper at least once seven days prior to the hearing and shall indicate the purpose, time and place of the public hearing. In addition to the public hearing notice, the Community Development Department shall notify in writing the Board of County Commissioners and the School Board about the public hearing and the proposed abatement at least seven days prior to the public hearing but as early as possible, and provide the two taxing jurisdictions with a copy of the cost-benefit analysis and background materials.

The Board of County Commissioners and the School Board will be encouraged to provide input to the City regarding the impact of the proposed abatement on the property tax base as well as other issues.

5. **Ordinance and Performance Provisions:** After the public hearing, the City Commission may adopt an ordinance specifying the annual abatement and the length of the abatement. The ordinance shall outline annual job creation targets which the applicant must meet in order for all or a portion of the abatement to continue.

The ordinance shall also outline the method for decreasing the abatement if the annual job creation targets are not met. The ordinance may also specify any payment-in-lieu of tax which will be paid by the applicant to the City.

6. **Submission of Application to the Kansas Board of Tax Appeals:** After the applicant has completed and submitted all necessary documentation to the Community Development Director, said documentation will be forwarded to the County Assessor's Office, which will then be filed with the Kansas Board of Tax Appeals. The City Commission's decision to grant an abatement is subject to the final determination of the Kansas Board of Tax Appeals.
7. **Annual Certification:** After the first year of the abatement and by February 1 each year thereafter, the Management Committee will review the abatement to certify that use of the property is still in accordance with Kansas law and that all other provisions of the abatement are being met. The applicant will be required to complete and submit all necessary documentation to the Community Development Department for annual submission to the County Appraiser's Office and the Kansas Board of Tax Appeals. It is the applicant's obligation to see that the appropriate annual information is filed for the abatement to continue.
8. **Annual Report to the City Commission:** Prior to December 31 of each calendar year, the Management Committee shall prepare an annual report for the City Commission to review. Such report will include the status of all outstanding tax abatement and achievement of job creation targets.
9. **Documents:** All documents related to tax abatement, including the annual certifications, will be kept on file with the Community Development Department.

E. WAIVER OF POLICY OR PROCEDURES

Any portion of this policy or the procedures outlined herein may be waived by the City Commission if it is in the best interest of the City and in accordance with State law.

NOW THEREFORE, BE IT RESOLVED that the foregoing is adopted as the official policy of the City of Abilene with respect to the subject matter thereof this 9th day of December 2013.



ATTEST

Penny L. Soukup, CMC

PENNY L. SOUKUP, CMC,

CITY CLERK

John F. Ray

JOHN F. RAY, MAYOR

RESOLUTION NO. 032904 - 1

A RESOLUTION ESTABLISHING POLICY AND PROCEDURES FOR CONSIDERING AND OFFERING OF INDUSTRIAL REVENUE BOND FINANCING AND AD VALOREM TAX EXEMPTIONS IN CONJUNCTION WITH INDUSTRIAL REVENUE BOND FINANCING.

WHEREAS, the City Commission is responsible for encouraging and promoting the economic health of the City; and

WHEREAS, the City Commission is authorized by Kansas law to issue industrial revenue bonds (IRBs) to further that objective; and

WHEREAS, the consideration and issuance of IRBs is a complex policy, legal and administrative matter requiring clear direction from the City Commission.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ABILENE, KANSAS THAT:

PART I. INDUSTRIAL REVENUE BONDS

SECTION 1. INDUSTRIAL REVENUE BOND POLICY:

It shall be the policy of the City to consider requests from business entities to issue IRBs for purposes allowed by law when, in the opinion of the City Commission, it is in the best interest of the City to do so, and providing that the proposed use and applicant business meet the criteria set forth in this policy. In addition, this Resolution establishes the official policy and procedures for considering and granting property tax exemption incentives for IRB projects under the authority of K.S.A. 79-201a. Second, as amended, for real property and tangible personal property purchased or constructed with proceeds of IRBs issued under the authority of K.S.A. 12-1740 et seq. and amendments thereto.

SECTION 2. OBJECTIVES

In reviewing requests to issue IRBs, the City Commission shall be guided by whether such an issue would help the City achieve the following objectives:

Promote Abilene as a tourist destination by providing visitor amenities and preservation of Abilene's historic assets;

Promote investment within existing industrial parks in Abilene and encourage the development of new industrial enterprises within the City;

Promote the rejuvenation and/or redevelopment of downtown and aging commercial areas;

Attract firms and businesses which will enhance the economic climate and diversity of the City and increase or maintain the job market therein; and

Promote the provision of quality, affordable, elderly and special needs housing opportunities.

SECTION 3. REVIEW CRITERIA

The following criteria will be used by the City Commission to judge the desirability and feasibility of IRB proposals:

The proposal must be that IRBs be issued for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, health care related facilities, industrial, natural resources, recreational development and manufacturing projects.

The proposal must not have a serious detrimental effect on an existing business or industry in the City. IRBs will be discouraged when the effect would be to grant the applicant business an unfair competitive advantage within the local market.

The proposed use must be nonpolluting and consistent with all development regulations and other applicable City codes.

The proposed use must not overburden or threaten public facilities, infrastructure or services.

The applicant business must have a sound financial base indicated by a reputable index of financial strength and show that the bonds will be marketable either by producing evidence that they will be underwritten by a registered securities dealer or will be sold in a private sale.

SECTION 4. APPROVAL CONDITIONS

Prior to approval for issuance of IRBs, the City Commission must be satisfied that the objectives and criteria for review established in this policy have been met. Further, all proposals approved shall be subject to the following conditions:

The City will review applications and decide whether to grant tax exemption incentives in accordance with state law and as set forth in Part II of this policy, which establishes policy and procedures for tax exemption incentives relating to the issuance of IRBs.

The applicant business shall agree to pay all utility connections, impact fees, user fees and service charges.

IRBs may be used to finance the purchase of real property and tangible personal property associated with the project.

The applicant business shall pay to the City at the prescribed time a service fee of \$500 per million dollars of issue or \$1,000, whichever is less.

The City will not accept proposals:

For the establishment of a new business or industry if the request is for a bond issuance of less than \$500,000 principal amount.

For the expansion, relocation, or retention of existing business or industry if the request is for a bond issuance of less than \$250,000 principle amount.

The City will carefully examine the bond repayment schedule and will require that the applicant business have at least 20 percent unreserved equity in the project. Equity participation does not include professional or consulting fees.

IRBs will not be used to refinance existing debt. This does not include the payment of an existing mortgage on real estate in order to purchase it for the proposed project.

The applicant business agrees to immediate annexation of the property involved if it is not within the City's corporate limits. In addition, the applicant business shall comply with all laws of the City and all requirements established by the City as stated in zoning and building regulations.

The City will request a Sales Tax Exemption Certificate for the project under conditions established by the state.

The Resolution of Intent shall be effective for a period of nine (9) months from the date of issue. A single extension not to exceed six (6) months may be granted by the City Commission. The applicant business is responsible for all related costs if the bonds are not issued.

An IRB application must be submitted to the Community Development Director or his/her designee at least three (3) weeks prior to the City Commission considering the proposal.

All costs associated with the issuance of bonds shall be paid by the applicant. The City shall not be obligated for any costs for issuing bonds. In addition, the City shall not have any liability to bondholder(s) if there is a default in repayment by the applicant.

SECTION 5. CITY COMMISSION ACTION

Prior to the issuance of IRBs, the City Commission shall conduct at least two (2) public hearings to adopt a "Resolution of Intent to Issue IRBs" and consider an ad valorem property tax exemption. The City Commission, by its inherent authority, reserves the right to reject or amend any proposal for issuance of IRBs when it considers such action to be in the best interest of the City.

PART II. AD VALOREM PROPERTY TAX EXEMPTION

SECTION 1. OBJECTIVE OF TAX EXEMPTIONS

The City is committed to quality and balanced growth and development of the community, to working continually to improve the quality of life for its citizens, and to maintaining a skilled and competitive work force. Insofar as these objectives are generally served by the expansion of the tax base and enhancement of the local economy, the City will, on a case-by-case basis, give consideration to providing tax abatement as a stimulant for the economic development of the

community. It is the policy of the City that said consideration will be provided in accordance with the guidelines, criteria, and procedures outlined in this Resolution. Nothing herein shall imply or suggest that the City is under any obligation to provide tax abatement to any applicant.

SECTION 2. LEGAL AUTHORITY TO EXEMPT PROPERTY TAXES

Certain real property and tangible personal property purchased or constructed with proceeds of IRBs issued pursuant to K.S.A. 12-1740 et seq., as amended, may be exempted from taxation for a period of 10 calendar years after the calendar year in which the bonds were issued in accordance with K.S.A. 79-201a. Second as amended. Pursuant to K.S.A. 12-1741, as amended, the City may execute agreements which in accordance with K.S.A. 12-1742, as amended, may provide for payment in lieu of taxes and provide for an origination fee and for the actual costs of administering and supervising the bond issue.

Prior to the approval of a "Resolution of Intent to Issue IRBs" which includes an agreement for ad valorem property exemption for property to be financed by IRBs, the City Clerk shall notify in writing the governing board of Dickinson County, Unified School District #435, Township and other taxing entities within which the property proposed for exemption is located.

SECTION 3. GENERAL PROCEDURE

The following general procedure shall govern the considering and granting of tax exemption incentives for IRB projects:

The applicant business shall apply for a tax exemption incentive by filing a written application as provided in Part II, Section 5 of this Resolution.

If the City determines (a) that the requested tax exemption incentive lawfully may be granted, and (b) that the initial IRB request is worthy of further consideration, the City shall prepare a cost-benefit analysis report on the requested tax exemption incentive as provided in Part II, Section 9 of this Resolution.

The City shall then determine whether some or all of the proposed tax exemption incentive should be granted, pursuant to the guidelines in Part II, Section 13 of this Resolution.

If the City determines that some or all of the tax exemption incentive should be granted, a 100% exemption of that real property and tangible personal property legally eligible for exemption may be granted, but subject to an agreement of the applicant business will make in lieu tax payments in an amount not less than the taxes otherwise payable if the property were not exempt. This amount will be determined in accordance with this Resolution.

SECTION 4. "TAX INCENTIVE" AND "TAX EXEMPTION INCENTIVE" DEFINED

The terms "tax incentive" and "tax exemption incentive" shall both mean the difference between the amount of general ad valorem property taxes the affected business would pay if there were no city-granted exemption and the amount required to be paid as in lieu of taxes. For example, if the taxes required to be paid with no exemption were \$5,000, and the required in lieu tax payments were

\$3,000, the "tax incentive" or "tax exemption incentive" would be \$2,000.

SECTION 5. APPLICATION REQUIRED

The City will not consider the granting of any tax exemption incentive unless the applicant business submits a full and complete application, and provides such additional information as may be requested by the City Commission. The Community Development Director is hereby authorized and empowered to prepare a standard application form which, upon completion, will provide the City Commission with adequate and sufficient information to determine whether a tax exemption incentive should be granted and the amount thereof. The accuracy of the information provided in the application shall be verified by the applicant business. Any misunderstanding of or error in fact may render the application null and void and may be cause for the repeal of any action taken in reliance upon said information.

SECTION 6. APPLICATION FEE

Any applicant business requesting a tax exemption incentive pursuant to this Resolution shall pay to the City a nonrefundable application fee of \$250, which shall be submitted at the same time the application form required in Part II, Section 5 of this Resolution is submitted. Annual monitoring applications, as provided for in Part II, Section 15 of this Resolution must be accompanied with a fee of \$50 to defray on-going monitoring costs.

SECTION 7. INITIAL REVIEW PROCEDURE

On receipt of the completed application form and the required fee, the Community Development Director shall determine (a) whether the application is complete and sufficient for review, and (b) whether the property is eligible for an exemption under this Resolution and any other applicable state laws. If the application is incomplete, the Community Development Director shall immediately notify the applicant business, noting the need for such changes or additions as deemed necessary. If questions arise as to whether the business is legally eligible for a tax exemption incentive, the matter shall be referred to the City Attorney, who shall consult with the applicant business. If the application is found to be complete, and is for a purpose which appears to be authorized by law, the Community Development Director shall so notify the Abilene Tax Exemption Review Committee (ATERC). The ATERC consists of the City Manager, Community Development Director, City Attorney, City Finance Director and the Chairman of the Economic Development Council (EDC).

SECTION 8. ADMINISTRATIVE REVIEW

The ATERC will review requests and applications for tax exemption incentives, conduct preliminary discussions with the applicant business, and if the applicant business meets the threshold objectives of this Resolution, the Community Development Director shall prepare a cost-benefit analysis report, which shall be submitted to the City Commission for consideration. The records generated by the applicant business and by the City may be withheld from public disclosure under the Kansas Open Records Act as provided for under subsections (20) and (31) and other subsections of K.S.A. 45-221, as amended, but shall be available for public inspection when otherwise required by law.

SECTION 9. COSTS/BENEFIT ANALYSIS

The City will consider granting tax exemption incentives only upon a clear and factual showing of direct economic benefit to the City through advancement of its economic development goals, including the creation of additional jobs and the stimulation of additional private investment. Before a tax exemption incentive is granted to an applicant business, the City shall prepare, or direct to the applicant to be prepared, a cost-benefit analysis report which shall examine the costs and benefits to the public of the proposed tax exemption incentive. The cost-benefit analysis report shall consider, but not be limited to, the following factors, as applicable:

The increase in appraised valuation of the property;

The sales and income tax revenue which may result;

The number of new jobs, the earnings and the benefits that will be provided;

The compatibility of the location of the applicant business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services;

The expenditures that local government will need to make to provide streets, water, wastewater, police protection, fire protection, parks, libraries, schools and other public facilities and services to the applicant business and new residents directly associated with the job creation resulting from the IRB issue;

Other public or private expenditures associated with attracting the new applicant business;

The kinds of jobs created in relation to the types of skills available from the local labor market;

The degree to which the ultimate market for the business products and services produced by the applicant business is outside the community, recognizing that outside markets bring "new money" to the local economy;

The potential of the applicant business for future expansion and additional job creation;

The beneficial impacts the applicant business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing;

An evaluation of the applicant business's current and projected financial strength and market viability;

The gain in tax revenue which may result from the new or expanded business, including the increase in the real property and tangible personal property tax base upon the expiration of the exemption.

SECTION 10. NOTICE AND HEARING

No tax exemption incentive shall be granted by the City prior to notice and a public hearing as required by K.S.A. 12-1749c. The public hearing may be held at a regular or special meeting of the City Commission. Notice of the public hearing shall be published at least once seven (7) days prior

to the hearing in the official City newspaper, giving the purpose, time and place of the hearing. The City Clerk shall thereupon notify in writing the Board of Dickinson County Commissioners, the Superintendent of USD #435, the Township Board and other taxing entities within which the property proposed for exemption is located, and advise them of the scheduled public hearing and invite their review and comment. Upon request, the City Clerk shall provide any such agency with a copy of the application. The applicant business shall be invited, but not required, to attend the public hearing.

SECTION 11. GOVERNING BODY ACTION

Upon receiving the ATERC recommendation and the cost/benefit analysis, the City Commission shall first determine whether to reject the requested tax exemption incentive or to further consider the request. Upon a favorable vote for further consideration, the City Commission shall instruct staff to prepare the necessary agreement providing for the payment in lieu of taxes.

SECTION 12. MINIMUM PAYMENT IN LIEU OF TAXES

Any applicant business receiving a tax exemption incentive pursuant to this Resolution shall be required to make a minimum payment in lieu of taxes which equals the amount of the general ad valorem property tax which was paid or was payable for the most recent year on the assessed valuation of the property proposed to be exempted, including buildings and tangible personal property together with land, either prior to the construction of new buildings or added improvements to buildings and added tangible personal property on such land or prior to the acquisition of the property by the new business. The purpose of requiring this minimum in lieu tax payment is to ensure that the City, County, School District and any other taxing entities affected by the exemption will not receive less tax revenue from the exempted property than was received prior to the exemption.

SECTION 13. AMOUNT OF TAX EXEMPTION INCENTIVES

Criteria - The two primary objectives of the City in granting tax exemption incentives are:

To provide needed jobs; and

To expand the economic and tax base of the City.

The City recognizes that a simple system of determining the amount of tax exemption incentives to be granted to reach these objectives may not always be equitable if applied uniformly to different kinds of businesses. As a result, in determining the actual amount of tax exemption incentive granted, the City shall consider the factors reported in the cost/benefit analysis and the criteria set forth in Subsection B to this Section.

Limitation -

No tax exemption incentives shall be given for the establishment of a new business or industry if the request of the applicant business is for a bond issuance of less than \$500,000 principal amount; and

No tax exemption incentives shall be given for an expansion, relocation or retention of an existing business or industry if the request of the applicant business is for a bond issuance of less than \$250,000 principal amount.

Amount – The amount of tax exemption incentive is expressed as a percent of the additional taxes due as a result of the IRB funded project. The incentive amount consists of a minimum “base exemption” and a “performance exemption”, which is based on capital investment and job creation.

Base exemption. Said tax exemption incentive may be granted for 50% of the property taxes due on projects with at least \$250,000 of new capital investment and that create a minimum of two (2) new full time equivalent (FTE) jobs. All newly created jobs shall be non-contractual jobs with benefits that are currently available to existing full time employees.

Performance exemption. The City will consider increasing the amount of tax exemption up to 100% by giving consideration to the amount of capital investment and FTE jobs created based on the scale presented in Table 1. Table 2 provides an example of the tax exemption percent calculation.

Table 1: Performance Exemption Scale

Performance Measure	Incentive Percent
Every \$25,000 capital investment over \$250,000	2%
Every FTE jobs created over 3	2%

Table 2: Tax Exemption Percent Calculation

New Construction Project		
Capital Investment = \$1,250,000		
FTE Jobs Created = 15		
<i>Base Exemption</i>		50.0%
<i>Capital Investment Incentive</i>		
Capital Investment	\$1,250,000	
Minimum Capital Investment (<i>Subtract</i>)	\$500,000	
Capital Investment Eligible for Incentive	\$750,000	
Incremental Investment (<i>Divide</i>)	\$25,000	
Eligible Incremental Investments	30	
2% for each Incremental Investment (<i>Multiply</i>)		60.0%
<i>Job Creation Incentive</i>		
FTE Jobs Created	15	
Minimum Job Creation (<i>Subtract</i>)	2	
Jobs Created Eligible for Incentive	13	
2% for each Eligible Job Created		26%
Total Exemption Percent*		136%
<i>* Not to exceed 100%</i>		

Descending exemption scale – The calculated tax exemption incentive will be applied according to the scale shown in Table 3. For example, a project with a tax exemption incentive of 80% would receive a tax exemption of 100% of 80% in years 1 through 5 and 50% of 80% (or 40%) in years 6

through 10. Table 4 provides an example of the application of the descending exemption scale to the tax exemption percent.

Table 3: Descending Exemption Scale

Exemption Period	Descending Percent
Years 1 through 5	100%
Years 6 through 10	50%

Table 4: Application of the Descending Exemption Scale

Year	Appraised Value ¹	Tax Exemption Percent	Tax Exempt Value Prior to Descending Scale	Descending Scale	Tax Exempt Value
1	1,000,000	99.5%	\$995,000	100.0%	\$995,000
2	1,000,000	99.5%	\$995,000	100.0%	\$995,000
3	1,000,000	99.5%	\$995,000	100.0%	\$995,000
4	1,000,000	99.5%	\$995,000	100.0%	\$995,000
5	1,000,000	99.5%	\$995,000	100.0%	\$995,000
6	1,000,000	99.5%	\$995,000	50.0%	\$497,500
7	1,000,000	99.5%	\$995,000	50.0%	\$497,500
8	1,000,000	99.5%	\$995,000	50.0%	\$497,500
9	1,000,000	99.5%	\$995,000	50.0%	\$497,500
10	1,000,000	99.5%	\$995,000	50.0%	\$497,500

City Commission Discretion – The City Commission reserves the right to vary from the tax incentive amount and descending exemption scale when it is determined that an extraordinary public benefit would result.

SECTION 14. COMPLETION REVIEW

Each tax exemption incentive granted in connection with IRB projects shall be subject to a review to determine project completion. This review shall be for the purpose of determining if the economic benefits stated in the application are achieved, if the estimated percent and term of the exemption remain valid, and if the business is in compliance with any established terms and conditions. In the event that a capital investment project has not been completed, the review status shall be considered “in-progress” and no tax exemption incentive shall be granted. If the capital investment project is complete but the employment goal has not been reached and hiring remains active, the applicant business may request to be considered “in-progress” and receive no tax exemption, or be considered partially complete as long as the minimum employment and investment threshold is met and may receive a prorated tax exemption for the subject year. A prorated exemption shall count against the tax exemption term. In any case a project shall be considered complete if more than 36 months have elapsed since initial approval of the “Resolution of Intent to Issue IRBs”, unless otherwise requested by the applicant and approved by the City Commission.

¹ In reality, the Eligible Appraised Value will change from year to year.

Filing date and fee - The application for completion review shall be filed within two (2) months after the completion date as set forth in the application, unless extended as set forth herein. The filing fee shall be \$125.00 and is nonrefundable. There shall be no filing fee for an in-progress review.

Business information - The recipient business shall provide information pertaining to the number of full-time permanent jobs created as a result of the project, the actual amount of capital invested in the project, the ongoing nature of business activities, an "as-built" site plan of the completed project, and any other data that may reasonably be requested.

Review process - The ATERC will review the application and submit a recommendation to the City Commission within 45 days. The City Commission will consider the application and the ATERC recommendation at a public hearing, advance notice of which shall be as provided for the hearing on the original application. Approval of the certification of compliance shall be in the form of a certificate of compliance resolution determining compliance with this Resolution.

Certification - If certification of compliance for the IRB tax exemption incentive is granted, a State of Kansas exemption claim form shall be filed with the Dickinson County Appraiser within 30 days of the certificate of compliance resolution. A copy of the original "Resolution of Intent to Issue IRBs" and a copy of the certificate of compliance resolution shall be submitted with said claim form.

Revocation - The City Commission reserves the right to revoke or modify a granted IRB tax exemption incentive due to a fraudulent submittal of an application, failure to submit the completion review application and supporting information, failure to meet qualifying criteria, or failure to comply with established terms or conditions. Failure to produce the stated economic benefits will result in a reduction or loss of tax exemption incentive.

SECTION 15. ANNUAL COMPLIANCE REVIEW

Following receipt of certification of compliance, each IRB tax exemption incentive granted shall be subject to an annual compliance review of business status. This review shall be for the purpose of determining if the business continues to meet eligibility criteria and remains in compliance with any established terms or conditions.

Filing date and fee - The application for monitoring review shall be filed on an annual basis no later than January 15 of each year for the term of the exemption. The filing fee shall be \$100.00 and is non-refundable.

Business information - The recipient business shall provide information pertaining to the ongoing nature of business activities, average total monthly employment, any change in majority ownership of the business and any other data as may reasonably be requested.

Review process - The ATERC will review the application and, unless ineligibility or noncompliance is evident, the City Clerk shall issue a certificate of compliance. In the alternative, the ATERC shall submit a recommendation to the City Commission for their determination of compliance, which may result in a reduction or revocation of the IRB tax exemption incentive.

Certification - If compliance is deemed to exist, a written statement, signed by the City Clerk, that the property continues to meet all terms and conditions established as a condition of granting an exemption, shall be attached to the IRB tax exemption incentive claim form filed with the Dickinson County Appraiser.

SECTION 16. EXACTIONS

Any general ad valorem property tax exemption granted for real property and tangible personal property pursuant to this Resolution shall not affect the liability of such property for any impact fees, special assessments or other exactions levied or to be levied against such property.

SECTION 17. DISTRIBUTION OF REVENUE

The payment in lieu of taxes agreement required under this Resolution shall provide that all payments in lieu of taxes be transmitted to the Dickinson County Treasurer, who shall apportion such payments in accordance with K.S.A. 12-1742, as amended.

SECTION 18. NOMINAL TAX DETERMINATION

All property of a business receiving a tax exemption incentive under this Resolution shall be appraised and assessed annually by the Dickinson County Appraiser in the same manner as if it were not exempt, but the amount thereof shall not be placed on the assessment rolls. The amount of the general ad valorem property taxes which would have been payable shall also be determined annually by the Dickinson County Clerk and Treasurer, in the same manner as if the property were not exempt, but such amount shall not be placed on the tax rolls. Separate assessment and tax calculations shall be made for the land, for the improvements thereon, and for any tangible personal property associated therewith, of the exempt business. The appropriate county officers are requested to provide the City with this information as early as possible, but by not later than November 15 of each year.

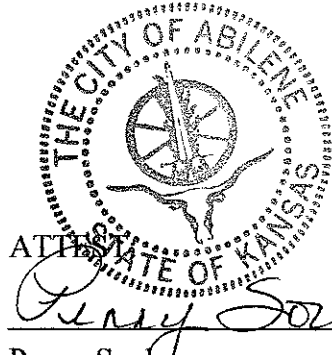
SECTION 19. WAIVER OF REQUIREMENTS

The City Commission reserves the right to grant or not to grant a tax exemption incentive under circumstances beyond the scope of this Resolution, or to waive any non-statutory procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the City Commission that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The City Commission shall not waive any procedural requirements required by state law.

SECTION 20. TAX EXEMPTION INCENTIVE FILINGS

The City shall file a statement with the Board of Tax Appeals in accordance with K.S.A. 12-1744(a), as amended; file the initial request for tax exemption incentive with the County Appraisers Office in accordance with K.S.A. 79-213, as amended; and file the annual request for exemption in accordance with K.S.A. 79-210, as amended.

ADOPTED this the 29th day of March, 2004.



ATTEST

Penny Soukup

Penny Soukup
City Clerk

Lynn Peterson

Lynn Peterson
Mayor

APPROVED AS TO FORM:

Mark Guilfoyle

Mark Guilfoyle
City Attorney

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE, KANSAS
HELD ON OCTOBER 11, 2021**

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: Mayor Brandon Rein, Vice-Mayor Dee Marshall, Commissioner Chris Ostermann, Commissioner Timothy Shafer, Commissioner Trevor Witt.

Absent: none

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

* * * * *
(Other Proceedings)

There was presented a Resolution entitled:

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS
TO THE NEED FOR HOUSING WITHIN THE CITY OF ABILENE, KANSAS
AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY
PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE
DISTRICT WITHIN THE CITY.**

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

Yea: Shafer, Witt, Rein, Marshall, Ostermann

Nay: None

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 101121-2 and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City.

* * * * *
(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.




Clerk

(Published in the *Abilene Reflector-Chronicle* on October 14, 2021)

RESOLUTION NO. 101121-2

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF ABILENE, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 *et seq.*, as amended (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Abilene, Kansas (the “City”) has an estimated population less than 60,000 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated May 2019 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

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

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *Exhibit B* (the "District").

Section 7. The Governing Body hereby finds that the buildings at the addresses listed on *Exhibit C* are located within the proposed District, are each more than 25 years of age, will be primarily used for residential use if included in a project plan, and are located in a central business district.

Section 8. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary's review and approval.

Section 9. The Mayor, City Manager, City Clerk, other City officials and Gilmore & Bell, P.C. are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 10. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

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ADOPTED by the Governing Body of the City of Abilene, Kansas, on October 11, 2021.



Mayor

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 101121-2 adopted by the Governing Body of the City on October 11, 2021, as the same appears of record in my office.

DATED: October 11, 2021

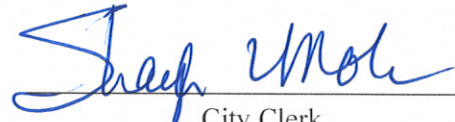

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT AREAS

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

Area 1 (East Highlands):

A parcel of land located in the West Half of Section 8, Township 13 South, Range 2 East of the 6th Principal Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 8; thence on an assumed bearing of N 00°00'00" E along the West line of said Southwest Quarter a distance of 668.20 feet to the Southwest Corner of the North Half of the Southwest Quarter of said Southwest Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence continuing N 00°00'00" E along said West line a distance of 1021.58 feet to the South right-of-way line Interstate 70;
- thence N 90°00'00" E along said South right-of-way line distance of 30.00 feet;
- thence N 12°45'36" E along said South right-of-way line a distance of 947.27 feet;
- thence N 86°59'06" E along said South right-of-way line a distance of 956.79 feet;
- thence N 86°26'10" E along said South right-of-way line a distance of 141.67 feet;
- thence S 00°07'21" E along the East line, and extensions thereof, of the West Half of said Southwest Quarter a distance of 1996.85 feet to the Southeast Corner of said North Half of the Southwest Quarter of the Southwest Quarter;
- thence S 89°40'08" W along the South line of said North Half of the Southwest Quarter of the Southwest Quarter a distance of 1340.38 feet to the POINT OF BEGINNING;

Said parcel contains 57.53 acres, more or less, and is subject to easements, reservations and restrictions of record.

Area 2 (West Highlands):

A parcel of land located in the Southeast Quarter of Section 7, Township 13 South, Range 2 East of the 6th Principle Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence on an assumed bearing N 00°00'00" E along the East line of said Southeast Quarter a distance of 668.02 feet to the Southeast Corner of the North Half of the Southeast Quarter of said Southeast Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence S 89°39'57" W along the South line of said North Half of the Southeast Quarter of the Southeast Quarter a distance of 1322.73 feet to the Southwest corner of said North Half of the Southeast Quarter of the Southeast Quarter;

- thence N 00°04'09" W along the West line of said Southeast Quarter of the Southeast Quarter a distance 663.95 feet to the Southwest corner of the Northeast Quarter of said Southeast Quarter;
- thence continuing N 00°04'09" W along the West line of said Northeast Quarter of said Southeast Quarter a distance of 1266.69 feet to a point on the South right-of-way line of Interstate 70;
- thence N 87°48'43" E along said South right-of-way line a distance of 1205.56 feet;
- thence N 76°18'25" E along said South right-of-way line a distance of 83.57 feet;
- thence N 87°56'37" E along said South right-of-way line a distance of 39.18 feet to the Northeast corner of said Southeast Quarter;
- thence S 00°00'00" E along said East line of the Southeast Quarter a distance of 1990.14 feet to the POINT OF BEGINNING;

Said parcel contains 59.36 acres (112,596 square feet), more or less, and is subject to easements, reservations and restrictions of record.

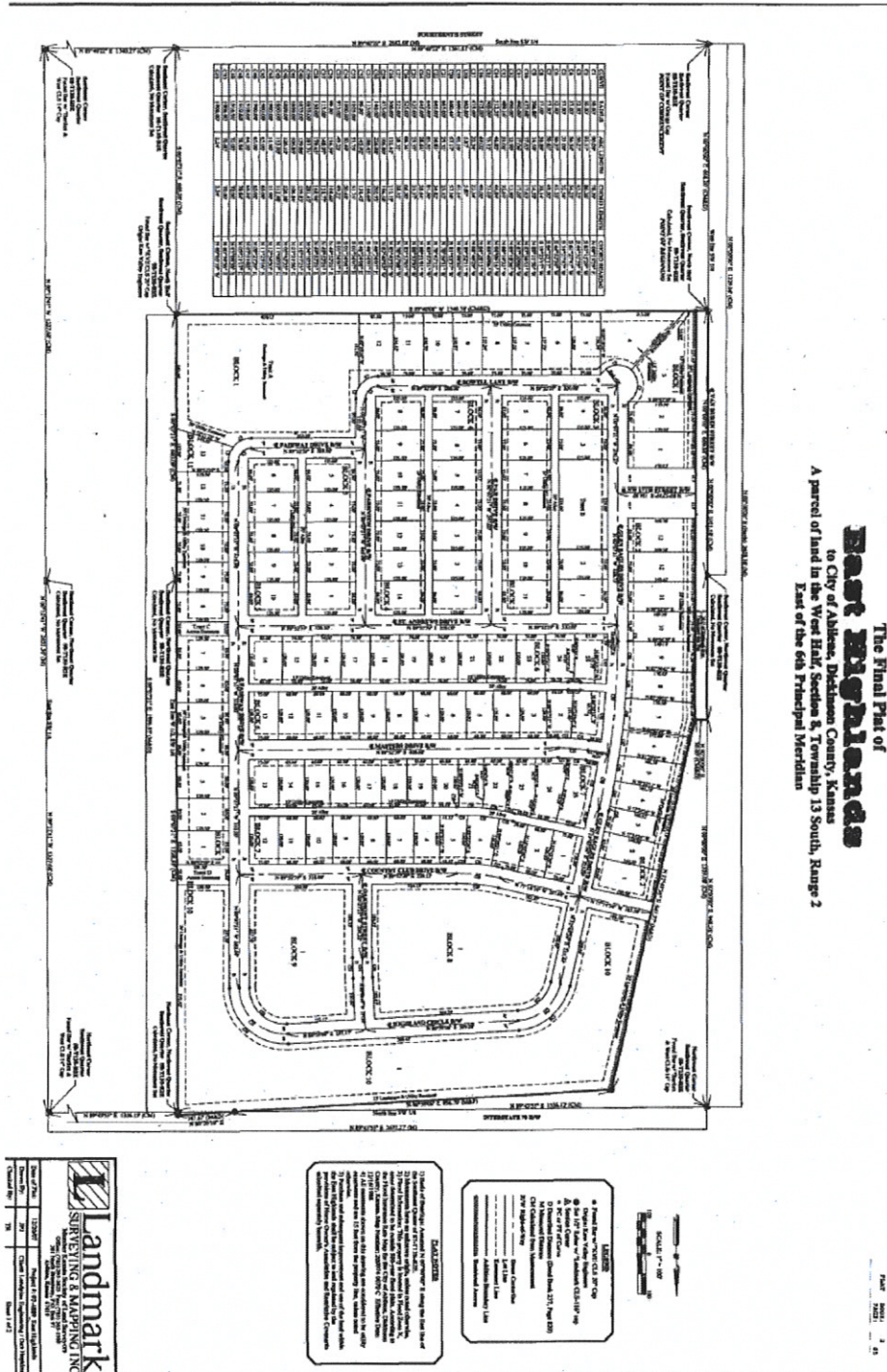
Area 3 (Downtown):

Commencing at the intersection of NW 4th Street and Mulberry, thence East 1,125 feet to the intersection of NE 4th Street and Kirby Street, thence South along the centerline of Kirby Street 112 feet, thence East 337.5 feet, thence South 168.75 feet to the centerline of NE 3rd Street, thence West along the centerline of NE 3rd Street 282 feet, thence South 112.5 feet to the North Right-of-Way line of the Union Pacific Rail Road, thence in a south westerly direction along the North Right-of-Way line of the Union Pacific Railroad approximately 240 feet, thence North along the centerline of North Buckeye Avenue 112.5 feet to the centerline of NW 2nd Street, thence Southwesterly along the centerline of NW 2nd Street 1,181.25 feet to the centerline of Mulberry Street, thence North 680 feet to the point of beginning.

EXHIBIT B

MAP OF PROPOSED RURAL HOUSING INCENTIVE DISTRICT AREAS

Map of Area 1 (East Highlands):



The Final Part of
West Highlands
to City of Abilene, Dickinson County, Kansas
A parcel of land in the Southeast Quarter, Section 7, Township 13 South,
Range 2 East of the 6th Principal Meridian



Map of Area 3 (Downtown):

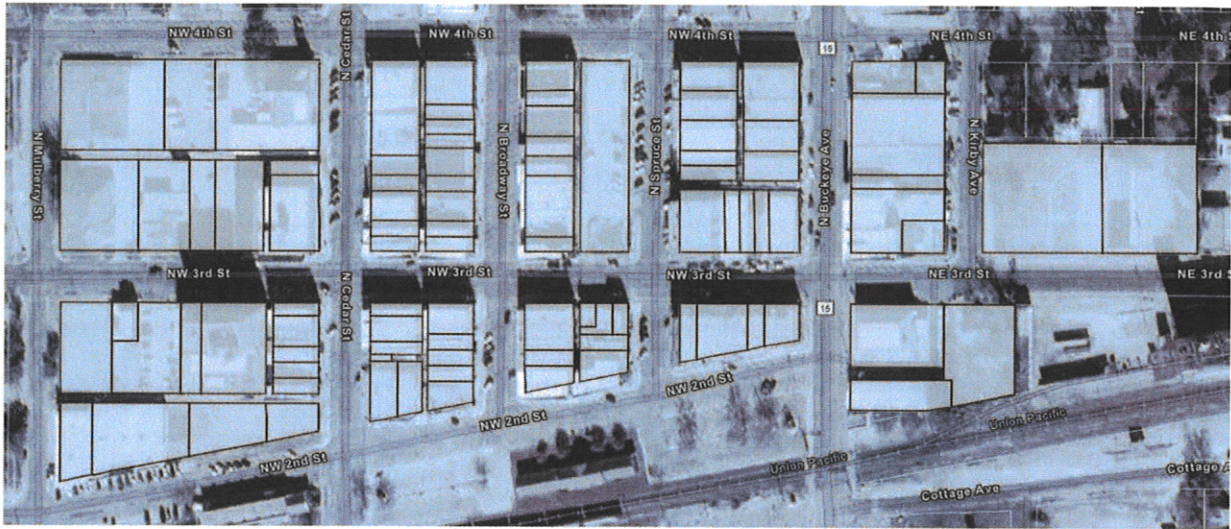


EXHIBIT C

**LIST OF CENTRAL BUSINESS DISTRICT BUILDINGS MORE THAN 25 YEARS OLD
REQUESTED TO BE ELIGIBLE FOR RURAL HOUSING INCENTIVE DISTRICT**

Area 3 (Downtown):

330 N Buckeye Ave, Abilene, KS 67410
321 N Spruce St, Abilene, KS 67410
317 N Spruce St, Abilene, KS 67410
315 N Spruce St, Abilene, KS 67410
311 N Spruce St, Abilene, KS 67410
307 N Spruce St, Abilene, KS 67410
110 Nw 3Rd St, Abilene, KS 67410
106 Nw 3Rd St, Abilene, KS 67410
108 Nw 3Rd St, Abilene, KS 67410
104 Nw 3Rd St, Abilene, KS 67410
102 Nw 3Rd St, Abilene, KS 67410
312 N Buckeye Ave, Abilene, KS 67410
314 N Buckeye Ave, Abilene, KS 67410
324 N Spruce St, Abilene, KS 67410
327 N Broadway St, Abilene, KS 67410
321 N Broadway St, Abilene, KS 67410
317 N Broadway St, Abilene, KS 67410
315 N Broadway St, Abilene, KS 67410
311 N Broadway St, Abilene, KS 67410
303 N Broadway St, Abilene, KS 67410
301 N Broadway St, Abilene, KS 67410
324 N Broadway St, Abilene, KS 67410
321 N Cedar St, Abilene, KS 67410
311 N Cedar St, Abilene, KS 67410
309 N Cedar St, Abilene, KS 67410
307 N Cedar St, Abilene, KS 67410
303 N Cedar St, Abilene, KS 67410
301 N Cedar St, Abilene, KS 67410
300 N Broadway St, Abilene, KS 67410
302 N Broadway St, Abilene, KS 67410
304 N Broadway St, Abilene, KS 67410
308 N Broadway St, Abilene, KS 67410
310 N Broadway St, Abilene, KS 67410

314 N Broadway St, Abilene, KS 67410
316 N Broadway St, Abilene, KS 67410
318 N Broadway St, Abilene, KS 67410
320 N Cedar St, Abilene, KS 67410
413 Nw 4Th St, Abilene, KS 67410
417 Nw 4Th St, Abilene, KS 67410
418 Nw 3Rd St, Abilene, KS 67410
414 Nw 3Rd St, Abilene, KS 67410
410 Nw 3Rd St, Abilene, KS 67410
406 Nw 3Rd St, Abilene, KS 67410
300 N Cedar St, Abilene, KS 67410
312 N Cedar St, Abilene, KS 67410
214 N Cedar St, Abilene, KS 67410
409 Nw 3Rd St, Abilene, KS 67410
413 Nw 3Rd St, Abilene, KS 67410
419 Nw 3Rd St, Abilene, KS 67410
417 Nw 3Rd St, Abilene, KS 67410
424 Nw 2Nd St, Abilene, KS 67410
420 Nw 2Nd St, Abilene, KS 67410
408 Nw 2Nd St, Abilene, KS 67410
200 N Cedar St, Abilene, KS 67410
204 N Cedar St, Abilene, KS 67410
206 N Cedar St, Abilene, KS 67410
208 N Cedar St, Abilene, KS 67410
210 N Cedar St, Abilene, KS 67410
212 N Broadway St, Abilene, KS 67410
311 Nw 3Rd St, Abilene, KS 67410
209 N Cedar St, Abilene, KS 67410
207 N Cedar St, Abilene, KS 67410
205 N Cedar St, Abilene, KS 67410
203 N Cedar St, Abilene, KS 67410
306 Nw 2Nd St, Abilene, KS 67410
200 N Broadway St, Abilene, KS 67410
204 N Broadway St, Abilene, KS 67410
206 N Broadway St, Abilene, KS 67410
208 N Broadway St, Abilene, KS 67410
201 Nw 3Rd St, Abilene, KS 67410
203 Nw 3Rd St, Abilene, KS 67410
209 Nw 3Rd St, Abilene, KS 67410

213 N Broadway St, Abilene, KS 67410
205 N Broadway St, Abilene, KS 67410
203 N Broadway St, Abilene, KS 67410
202 Nw 2Nd St, Abilene, KS 67410
206 N Spruce St, Abilene, KS 67410
101 Nw 3Rd St, Abilene, KS 67410
105 Nw 3Rd St, Abilene, KS 67410
109 Nw 3Rd St, Abilene, KS 67410
115 Nw 3Rd St, Abilene, KS 67410
205 Ne 3Rd St, Abilene, KS 67410
207 Ne 3Rd St, Abilene, KS 67410
106 Ne 4Th St, Abilene, KS 67410
102 Ne 4Th St, Abilene, KS 67410
319 N Buckeye Ave, Abilene, KS 67410
309 N Buckeye Ave, Abilene, KS 67410
305 N Buckeye Ave, Abilene, KS 67410
105 Ne 3Rd St, Abilene, KS 67410
217 N Buckeye Ave, Abilene, KS 67410
203 N Buckeye Ave, Abilene, KS 67410
419 Nw 3Rd St, Abilene, KS 67410

RESOLUTION NO. 040824-1

A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene, Kansas (the “City”), is authorized by K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, to create a Community Improvement District for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, on October 11, 2016, the Governing Body approved Resolution No. 101116-1, which adopted a Community Improvement District Policy for the City;

WHEREAS, the Governing Body desires to make certain updates and amendments to the Community Improvement District Policy; and

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

SECTION ONE. Adoption. The attached Community Improvement District Policy (the “Policy”) is hereby approved and adopted by reference.

SECTION TWO. Modifications. The City Manager is authorized from time to time to amend or modify the Policy as needed to conform with all pertinent state and federal regulations, and to clarify wording within the Policy to fit the interpretation, intent and practical aspects of implementing the Policy, all with the acknowledgement that any substantive changes or amendments will come first before the Governing Body for review and formal action.

SECTION THREE. Severability. If any provision of the Policy is declared unconstitutional, or the application to any person or circumstance is held to be invalid, the validity of the remainder of the Policy and its applicability to other persons and circumstances shall not be affected.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect after its adoption by the Governing Body.

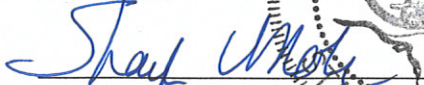
SECTION FIVE. Repeal of Existing Policy. The Community Improvement District Policy adopted by Resolution No. 101116-1 is repealed and replaced in its entirety with the Policy approved by this Resolution.

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

CITY OF ABILENE, KANSAS

By: 
Brandon Rein, Mayor

ATTEST:


Shayla L. Mohr, CMC, City Clerk



CITY OF ABILENE, KANSAS
Community Improvement District Policy

I. SCOPE.

The Governing Body of the City of Abilene, Kansas ("Governing Body") is responsible for encouraging and promoting the City's economic health. The Community Improvement District Act (the "Act"), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, authorizes the City to create Community Improvement Districts ("CIDs" and individually a "CID") for the purpose of financing CID Projects.

II. AUTHORITY OF GOVERNING BODY; DISCLAIMER.

The authority and decision to approve the establishment of a CID is within the sole discretion of the Governing Body of the City. The Governing Body, by its inherent authority, reserves the right to reject any petition for the creation of a CID at any time in the review process when it considers such action to be in the best interest of the City. The City does not relinquish its authority to initiate projects by whatever other financing means it deems necessary to promote the general health and welfare of the City.

The City shall not be bound by any advice, action, agreement, statement or other communication made by City staff or consultants, or the Governing Body, including the information contained herein, until after the Governing Body's approval of an ordinance or resolution creating a CID. This policy statement does not constitute legal advice regarding the application or petition to create a CID. Those persons or entities considering making application to the City under the Act to create a CID are strongly encouraged to consult private legal counsel.

III. DEFINITIONS.

- (a) "Applicant" means the person or entity who files an application for a CID with the City of Abilene.
- (b) "City Administrative Fee" means a fee payable from CID Funds or, if applicable, bond proceeds, of not to exceed 5% of the total cost of the CID Project to reimburse the City for services rendered by the City in the administration and supervision of the CID Project by its general officers. The \$1,500 application fee shall be applied as a credit against the percentage charged for the City Administrative Fee.
- (c) "CID Funds" means money collected from Revenue Sources for the purpose of paying CID Project costs through either the issuance of bonds or pay-as-you-go financing.
- (d) "CID Project" means (1) any project whether within the CID, to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend: (i) buildings, structures and facilities; (ii) sidewalks, streets, roads, interchanges, highway access

roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heading and electrical services and connections located within or without the public right-of-way, water mains and extensions, and other site improvements; (iii) parking garages; (iv) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers; (v) parks, lawns, trees and other landscape; (vi) communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks; (vii) paintings, murals, display cases, sculptures, fountains and other cultural amenities; (viii) airports, railroads, light rail and other mass transit facilities; and (ix) lakes, dams, docks, wharfs, lake or river ports, channels and levies, waterways and drainage conduits; (2) within the CID, to operate or to contract for the provision of music, news, child care, or parking lots or garages, and buses, minibuses or other modes of transportation; (3) within the CID, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons; (4) within the CID, to provide or contract for cleaning, maintenance and other services to public or private property; (5) within the CID, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the CID, promotion of such activity and special events and furnishing music in any public place; (6) within the CID, to support business activity and economic development, including but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business; (7) within the CID, to provide or support training programs for employees of businesses; (8) to contract for or conduct economic impact, planning, marketing or other studies; and within or without the CID, costs for infrastructure located outside the CID but contiguous to any portion of the CID and such infrastructure is related to a project within the CID or substantially for the benefit of the CID.

- (e) "CID Sales Tax" means the community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax, and amendments thereto, authorized by K.S.A. 12-6a31 as amended from time to time.
- (f) "City" means the City of Abilene, Kansas.
- (g) "Development" means the proposed development or redevelopment project including the CID Project to be paid in whole or in part with CID Funds and all other capital costs of improvements related to the CID Project to be paid from sources other than the Revenue Sources.
- (h) "Development Agreement" means a written agreement between the City and the Petitioner or its assigns for the completion of a CID Project. Such agreement shall address issues involved in the CID Project, including but not limited to the

following: schedule of construction; acquisition of land; eligible CID expenses; scope of development (including development criteria); indemnity of the City and insurance requirements; reimbursement of City costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; City inspection and information access rights; reporting requirements; remedies upon default; performance requirements; termination rights; obligation on behalf of the Petitioner to comply with applicable law, including remaining current on all taxes, and the disbursement of CID Funds to pay the City Administrative Fee.

- (i) "Petitioner" means the person or entity that has properly filed a formal petition to create a CID with the City Clerk, in accordance with this Policy and the Act.
- (j) "Project Costs" means all categories of costs authorized by the Act to be paid for with CID Funds, but excluding the Applicant's attorneys' fees.
- (k) "Revenue Sources" means all of or any portion of the following: (1) a pledge of special assessments, if any, imposed in the CID pursuant to the Act which have been paid in full prior to the date set aside by the Governing Body of the City as provided in K.S.A. 12-6a10 and amendments thereto; (2) a pledge of special assessments, if any, imposed in the CID pursuant to the Act, to be paid in installments; (3) a pledge of all of the revenue received from the CID Sales Tax, if any; (4) a pledge of the City's full faith and credit to use its ad valorem taxing authority for the repayment of full faith and credit bonds issued pursuant to K.S.A. 12-6a36 and amendments thereto; and (5) any other funds appropriated by the City for the purpose of paying project costs including the principal and interest of bonds issued pursuant to the Act.
- (l) All other terms shall have the same meaning as defined in the Act.

IV. GENERAL EVALUATION CRITERIA.

The decision to establish a CID is within the sole discretion of the Governing Body. In determining whether to approve a petition to establish a CID, the Governing Body will evaluate whether the creation of the CID is in the City's best interest, by considering one or more of the following criteria:

- (a) Attracts retail development to positively enhance the economic climate of and benefit the City;
- (b) Results in the building of infrastructure beyond what the City would require or would otherwise build; and
- (c) Promotes new development, rejuvenation, and/or redevelopment within the City.

V. BOND ISSUANCE.

The City typically expects to utilize pay-as-you-go financing for CID Projects rather than the issuance of bonds or notes under the Act. If due to exceptional circumstances, the Governing Body elects to consider the issuance of bonds or notes for a CID Project, the following guidelines will apply to such issues unless an exception is approved by the Governing Body:

- (a) The minimum principal amount of a special obligation bond or note issue will be \$3 million.
- (b) The minimum denominations of special obligation bonds or notes shall be not less than \$100,000. Minimum denominations may be reduced when one or more of the following are met:
 - 1. The project(s) being bond financed are substantially leased;
 - 2. The estimated revenue stream yields significant debt service coverage on the bonds;
 - 3. Construction of the project(s) being bond financed is 100% complete;
 - 4. The repayment term is less than or equal to 60% of the maximum permitted repayment term; and/or
 - 5. Waiver of the minimum denomination requirement by the Governing Body.
- (c) The special obligation bonds or notes will be placed with qualified institutional investors.
- (d) The City will select the underwriter/placement agent for the special obligation bonds or notes.
- (e) The City may require that an independent feasibility study of future CID Sales Tax or special assessment revenues be performed and the cost of such study shall be borne by the Applicant.
- (f) The City may establish other conditions relating to the security for the special obligation bonds or notes such as minimum projected coverage ratios, minimum equity investment, completion of construction, execution of lease agreements for leased parcels, etc.
- (g) The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing will primarily be reserved for public improvements. The Governing Body may also elect to issue General Obligation Bonds for a CID Project if it may be demonstrated by the petitioner to the satisfaction of the Governing Body that "but for" the issuance of General Obligation Bonds the project would not otherwise be

feasible. The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing must demonstrate to the satisfaction of the Governing Body an at-large benefit to the City and that such issuance of bonds or notes will not negatively impact the City's credit rating.

VI. APPLICATION PROCESS.

The CID application procedure shall be administered by the City Manager and the City Clerk. The applicant shall submit to the City Manager and City Clerk a complete application, which consists of an application form, a petition, application fee, and funding agreement, in accordance with this Section VI. The applicant is strongly encouraged to participate in a pre-application meeting with the City Manager to review the proposed application and discuss the proposed Development project, before submission of the application and related materials.

- (a) Application. The application shall be presented in a form and manner satisfactory to the City Manager, and shall contain the following information:
- i. The proposed use of pay-as-you-go financing in which CID Funds are to be used to reimburse Project Costs without the issuance of bonds;
 - ii. A detailed description that identifies the proposed buildings, facilities, and other improvements to be constructed or improved in the CID and outside the CID, including architectural and/or engineering renderings, and the estimated date on which construction of the improvements will be commenced and completed;
 - iii. Estimated cost of the Development and the CID Project;
 - iv. Proposed method of financing the CID Project;
 - v. Proposed amount and method of assessment, if applicable;
 - vi. Proposed amount of CID Sales Tax, if applicable;
 - vii. Map of the proposed CID with accompanying tax parcel I.D. information;
 - viii. Legal description of the boundaries of the proposed CID;
 - ix. If a CID Sales Tax is being proposed, the current and proposed taxable retail sales within the CID;
 - x. Evidence of the applicant's financial participation in the Development project, and the proposed methods of funding or financing the privately-funded or privately-financed components of the project.

- xi. The current and proposed uses of facilities within the CID, including the status of any lease arrangements; and
 - xii. Identification of the current owners of property within the CID and any existing rights of the Applicant to acquire property within the CID.
- (b) CID Petition. The petition for the creation of the CID shall be in such form and contain all such information as is required by the Act, and shall include all additional, supplemental information as may be requested by the City Manager. No petition will be accepted by the City Clerk or without the minimum signatures required by the Act. As of the date of this Policy, the minimum signatures required by the Act are: (i) for a CID that is financed in whole or in part with a CID Sales Tax, the petition must be signed by the owners of more than 55% of the land area within the proposed district and the owners collectively owning more than 55% by assessed value of the land area within the proposed district, and (ii) for a CID that is financed by special assessments with no CID Sales Tax, the petition must be signed by the owners of 100% of the land area within the proposed district. No person or entity shall be able to remove such person's or entity's name from the petition after the Governing Body has commenced consideration thereof, or after seven days from the date it is filed with the City Clerk, whichever is sooner.
- (c) Required Fees and Funding Agreement.
- i. At the time of application, the Applicant shall pay an initial non-refundable application fee of \$1,500.
 - ii. In the course of reviewing and evaluating a CID application, the City may incur out-of-pocket expenses for outside legal counsel, bond counsel, and third-party professional services. In order to reimburse the City for such costs, the Applicant shall agree in a written Funding Agreement with the City to pay for all of the fees of the City's legal counsel, bond counsel and third-party professional services providers, in conjunction with the CID review process, the establishment of a CID, and the issuance of bonds, if applicable, for the CID. In connection with the Funding Agreement, the Applicant shall deposit an initial sum of money determined by the City Manager on a case-by-case basis depending on the size and scope of the CID Project. Any portion of such deposit that is not needed to pay for the fees of the City's outside professionals shall be returned to the Applicant after all activities related to the establishment of the CID have been completed or if the Governing Body determines not to proceed with the establishment of the CID. **(See Attachment A — CID Funding Agreement Example.)**

Upon receipt of a complete application packet, the City Manager, in consultation with other City staff, legal counsel, bond counsel, and other third-party professionals, as applicable, shall review the application packet and make a determination whether the application complies with the requirements of this Policy and the Act. The City Manager may request, at any time during the

preliminary review process, additional information, or corrections or additions to the Application and accompanying materials, to assist in the determination of whether the creation of the proposed CID is in the City's best interest. If the application packet is complete and complies with the requirements of this Policy and the Act, the City Manager shall submit the application packet to the Governing Body.

VII. FINAL APPROVAL PROCESS.

The information provided below is a summary of the procedures for filing a CID petition. Because this policy does not set forth all the statutory requirements, Applicants are encouraged to read the Act prior to petitioning the City for a CID and consult their own legal counsel with any questions regarding interpretation of the Act.

- (a) Initial Resolution. Following the submission of a complete application packet and valid petition, the Governing Body may, but is not required to, adopt a resolution giving notice of a public hearing to consider the advisability of creating the CID, as follows:
 - i. Such resolution shall be published once each week for two consecutive weeks in the City's official newspaper and shall be sent by certified mail to all owners and occupants of property within the proposed CID.
 - ii. The second publication of such resolution shall occur at least seven (7) days prior to the date of the hearing and the certified mailed notice shall be sent at least ten (10) days prior to the hearing.
 - iii. Such resolution shall contain the following information:
 - 1. Time and place of the hearing;
 - 2. General nature of the proposed district;
 - 3. Estimated cost of the project;
 - 4. Proposed method of financing the project, including, if applicable, the issuance of full-faith and credit bonds;
 - 5. The proposed amount of the CID sales tax, if any;
 - 6. The proposed amount and method of assessment, if any;
 - 7. A map of the proposed district; and
 - 8. A legal description of the proposed district.
- (b) Ordinance. Following the hearing, the Governing Body may, by majority vote, approve the CID by ordinance. The ordinance shall:
 - i. Authorize the project;
 - ii. Approve the estimated costs of the project;
 - iii. Contain a legal description and map of the proposed district;

- iv. Levy the CID sales tax, if any;
 - v. Approve the maximum amount and method of assessment, if any; and
- (c) Development Agreement. Concurrently with, or prior to, the creation of a CID by the Governing Body, the City and the petitioner shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed CID.

VIII. COMPLIANCE WITH STATE STATUTE.

All procedures regarding final approval of a petition as herein set forth are intended to follow the procedures and authority as outlined in the Community Improvement District Act, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, for the creation of Community Improvement Districts. Any conflict between this policy and the Act shall be interpreted in favor of the provisions set forth in the Act.

IX. GOVERNING BODY ACTIONS.

No elected or appointed officer, employee or committee of the City, or other public or private body or individual, shall be authorized to speak for or commit the Governing Body of the City to the establishment of a CID. The establishment of a CID is in the sole discretion of the Governing Body and until the Governing Body has completed all statutorily prescribed steps necessary to establish a CID, any actions by the Governing Body or its officers or representatives shall be an expression of good faith intent, but shall not in any way bind the City to establish a CID.

Approval of the creation of a CID based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land development application. All proposals for Development are subject to land use approvals by the appropriate body.

X. WAIVER OF REQUIREMENTS.

The Governing Body reserves the right to grant or deny a CID under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any statutory requirement of State law.

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ATTACHMENT A

CID FUNDING AGREEMENT EXAMPLE

This FUNDING AGREEMENT (the "Agreement") is entered into this date of _____, 20__ between _____ (the "Applicant"), and the City of Abilene, Kansas (the "City").

RECITALS

- a. The City is a municipal corporation duly organized and existing under the laws of the state of Kansas and authorized by Community Improvement District Act (the "Act"), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, to provide Community Improvement District ("CID") financing for certain qualified projects upon compliance with the procedures set forth in the Act.
- b. The Applicant is a [Type of Company: LLC, Corporation, Partnership, etc.].
- c. Applicant has requested that the City consider the establishment of a CID (as defined in the Act) and, if approved, to implement and administer the CID through its completion. In order to do so, the City must retain outside administrative and professional staff, outside counsel and consultants, and incur expenses, but is without a source of funds to pay such staff, counsel, consultants and expenses.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

SECTION ONE. CID Application.

By execution of this Agreement, the Applicant is applying to the City for the establishment of a CID. The Applicant agrees, represents and warrants that any information provided to the City in connection with the CID shall be accurate and complete to the best knowledge of the manager or member of the Applicant providing such information.

SECTION TWO. Services to be Performed by the City.

The City shall retain outside administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to:

- a. Consider the establishment of a CID in accordance with the provisions of the Act, prepare an independent feasibility study and market study on behalf of the City, give all notices, make all publications, hold all hearings as required by the Act, prepare the required resolution and ordinance to establish the CID;
- b. Prepare and negotiate a definitive agreement between the parties for implementation of the CID; and

- c. If a definitive agreement is entered into, administer the CID and definitive agreement until terminated or completed.

SECTION THREE. Payment.

The Applicant shall pay the City for its fees and expenses; the time of its outside administrative and professional staff, as the City may from time to time deem appropriate; all charges for the City's outside counsel and consultants; and all other expenses incurred by the City in providing the services set forth in Section 2 (the "Charges"), subject to the following conditions:

- a. In order to insure the prompt and timely payment of the Charges, the Applicant shall establish a fund in the amount of \$ _____ (the "Fund") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Thereafter, the City shall pay all Charges from moneys on deposit in the Fund and shall provide a statement thereof to the Applicant on a monthly basis which statement shall provide the amount expended from the Fund, the purpose of the expenditure, the date of the expenditure and the recipient of the money. If, in the judgment of the City's Finance Director, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred, the Applicant shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City's Finance Director is required to provide sufficient funds to pay the projected Charges. Such additional deposit shall be made within 7 days of the receipt of the Applicant of notification by the City's Finance Director of the amount required.
- b. Following the establishment of the CID (or, if bonds are issued, upon the closing of the bond issue), the Applicant will pay the City Administrative Fee as set forth in the City's Community Improvement District Policy.
- c. All statements submitted to the City for Charges from its outside counsel or consultants shall be payable within 30 days of receipt thereof from moneys on deposit in the Fund. If sufficient amounts are not on deposit in the Fund to pay such Charges, the City shall be relieved of its obligations hereunder and no further services or activity will be performed by the City to further the proposed CID until an amount sufficient to pay such Charges, plus an amount sufficient to satisfy any further deposit request made by the City's Finance Director for projected Charges, is made. All unpaid balances on statements submitted to the City for Charges shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

SECTION FOUR. Termination.

- a. The City may terminate this Agreement upon 10 days written notice in the event the Applicant fails to make any payments when due.
- b. The Applicant may terminate this Agreement in the event it determines not to proceed further to complete the CID upon written notice to the City thereof.
- c. If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within 30 days of such termination. In the event the balance of the Fund is insufficient to pay the outstanding Charges payable hereunder, the Applicant shall pay such Charges within 30 days of receipt of a statement from the City of the balance required to pay such Charges.

SECTION FIVE. No Obligation to Proceed with the Community Improvement District.

The Applicant acknowledges that the City is not obligated by the execution of this Agreement to establish or approve a CID and is subject to the sole discretion of the Governing Body of the City and the requirements of the Act.

SECTION SIX. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City Clerk
City Hall
419 N. Broadway St.
Abilene, KS 67410

To the Applicant:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten days prior written notice thereof.

SECTION SEVEN. Scope of Agreement.

This Agreement pertains to financing requested by the Applicant pursuant to the CID Act and does not apply to any other financing which may be requested of the City by the Applicant.

SECTION EIGHT. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION NINE. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF ABILENE, KANSAS

[INSERT APPLICANT NAME]

By: _____
Ron Marsh, City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Shayla L. Mohr, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron Martin, Legal Counsel

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____ 20__, before me, a notary public,
appeared _____ to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____ and that said instrument was signed in behalf of said
company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my
office the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF DICKINSON)

On this _____ day of _____ 20__, before me, a notary public,
appeared _____ to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____ and that said instrument was signed in behalf of said
company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my
office the day and year last above written.

Notary Public

My Commission Expires: _____

CITY OF ABILENE, KANSAS

ECONOMIC DEVELOPMENT INCENTIVE POLICY AND APPLICATION

POLICY STATEMENT

Economic development incentives are necessary because of the inherent competition between localities for new businesses and jobs and therefore shall be used prudently on projects where incentives can make a difference to either remain or locate in the City of Abilene. The use of public funds to stimulate business growth may be necessary or desirable in certain cases. The decision to provide incentives to a business is guided by the expectation that the financial benefits to the City will produce a sufficient return on the City's investment. This policy may compliment any incentive program offered by the State of Kansas or available through Dickinson County Economic Development.

This policy is meant to encourage the following:

- Creating and retaining quality jobs;
- Broadening and diversifying the tax base;
- Encouraging capital investments;
- Promoting the growth and welfare of the City of Abilene;
- Increasing the community's competitiveness.

The City Commission reserves the right to deviate from this policy when, in the opinion of the Commission, it is in the best interest of the City to do so. All proposed incentives are subject to a public hearing.

SECTION 1. PROCESS

For applications wishing to utilize a CID, EDX, IRB, RHID, or TIF, as allowed under this policy it is necessary that the applicant work with City staff and Dickinson County Economic Development Corporation (DKEDC) prior to formally approaching the Commission. City staff will enter into a funding agreement with the applicant in order to ensure all requests for incentives are clarified and reviewed by the City's bond counsel. The City's bond counsel will then draft a Term Sheet that will be presented to the Commission in conjunction with the applicant's proposal. The Term Sheet will contain a concise summary of the incentives being proposed, a detailed outline of the process involved to enact the incentives, and the obligations of the applicant and the City in the Matter.

Applicant requirements for Term Sheet Development:

- Clear request for desired incentives
- Preliminary site plan
- Infrastructure needs/requirement estimate
- Total project costs
- Estimated annual revenues
- Estimated property values pre/post development
- Estimated annual sales
- Estimated number of jobs created by development and average wage per job

Each request for incentives will be evaluated on an individual basis. Changing economic conditions and availability of funds may cause the City of Abilene to modify, amend, or discontinue any economic development incentive program. Should an incentive program be discontinued, the City Commission will honor any incentive committed to before the discontinuance of the program.

SECTION 2. DEFINITIONS

- **“City”** means the City of Abilene, Kansas
- **“Economic development purposes”** shall mean the establishment of a new business or the expansion of an existing business, which:
 - is or will be primarily engaged in any one or more of the Kansas Basic Industries; or
 - is or will be primarily engaged in the development or production of goods or the provision of services for out-of-state sale; or
 - is or will be primarily engaged in the production of raw materials, ingredients or components for other enterprises which export the majority of their products; or
 - is a national or regional enterprise which is primarily engaged in interstate commerce; or
 - is or will be primarily engaged in the production of goods or the provision of services which will supplant goods or services which would be imported into the city; or
 - is the corporate or regional headquarters of an enterprise, which is primarily engaged in out-of-state business activities.
- **“Kansas basic industry”** shall mean
 - Agriculture;
 - Mining;
 - Manufacturing;
 - Interstate transportation;
 - Wholesale trade which is primarily engaged in providing such services for interstate or international transactions;
 - Business services which are primarily engaged in provided such services for interstate or international transactions;
 - Business services which are primarily engaged in providing such services to out-of-town markets;
 - Research and development of new products, processes, or technologies;
 - Tourism activities, which are primarily engaged in for the purpose of attracting out-of-state tourists.
- As used in these subsections, **“primarily engaged”** means engagement in an activity by an enterprise to the extent that not less than 51% of the gross income of the enterprise is derived from such engagement.

SECTION 3. INDUSTRIAL ECONOMIC DEVELOPMENT

The City will be selected as to the kinds of industrial businesses (i.e., business that are not retail businesses) that are recruited and assisted. In general, the primary objective of the City’s Economic Development Policy is to target new and expanding businesses that are environmentally sound, strengthen our local economy, and demonstrate a need for public financial support in order to locate or expand in Abilene. Additionally, the City favors industry that creates high-caliber employment, such as high-skill, high-wage jobs with increased employee benefits and will be good stewards of the City of Abilene’s water sources.

When considering proposals brought before the City, City staff and the City Commission shall be cognizant of the investment being made by the business, the risk involved in doing business, and the reputation of the City which is created by decisions that are made.

Examples of incentives that may be available to industrial businesses may include; Constitutional Property Tax Abatement (EDX), Industrial Revenue Bonds (IRB), Tax Increment Financing (TIF), or other available programs as approved by the City Commission or Kansas Legislature.

SECTION 4. RETAIL DEVELOPMENT

The City of Abilene relies on sales taxes to support the provision of general services to its residents and visitors. The primary objectives of the City in granting incentives to retail businesses for development include the expansion of the sales tax base, general enhancement of quality of life, development as the hub for goods and services in Dickinson County, and the expansion of the property tax base.

The City encourages the creation of mixed use developments that contain commercial/retail uses as well as living units as this is a way to maximize available space and is a more efficient use of existing and future infrastructure. Examples of incentives that may be available to retail business may include; Tax Increment Financing (TIF – Property tax only, sales taxes are not eligible), Community Improvement District (CID), Sales Tax and Revenue Bonds (STAR Bonds), Industrial Revenue Bonds (IRB) or other available programs as approved by the City Commission or the Kansas Legislature.

SECTION 5. ECONOMIC DEVELOPMENT APPLICATION

New or existing businesses that seek financial incentives from the City must file a completed Application for Economic Incentives and Supplemental Questionnaire before their request can be considered. The application shall contain the following information.

1. Specific information on incentives being requested; and
2. Company profile including longevity of company, principal officers, stockholders and clients; and
3. Audited or compiled financial statements – last five (5) years or since date of incorporation if company has not been in existence for five (5) years; and
4. Business Plan as it relates to the proposed business to be located in Abilene. Business Plan is to include:
 - a. Number of employees along with a detailed breakdown of the classification and salary for each employee.
 - b. Projected annual operating costs for the proposed development
 - c. Projected annual revenues for the first 10 years.
5. Cost Benefit Analysis – See Section 14
6. A detailed site development plan
7. Construction estimates for all improvements, if asking for a TIF, RHID, or CID, applicant must provide an itemized breakdown of eligible costs for the incentive program being requested.
8. Estimated water usage and composition of wastewater produced by the site
9. Detailed information regarding traffic patterns to and from the site being developed, including the number of vehicles per day (average and peak times) as well as size and type of vehicle.
10. If the proposed development requires the extension / creation / reconstruction of City water, sewer, road, or storm water infrastructure, the applicant must provide detailed cost estimates. City staff will assist in providing cost estimates for water, sewer and storm water infrastructure extensions or additions. The applicant will be required to retain the services of a qualified engineer for this purpose.

The City will not consider the granting of any incentive unless the business submits a full and complete application, and provides additional information as may be requested by the City Commission. The accuracy of the information provided in the application shall be verifiable by the applicant. Any misstatement of, or error in fact, may render the application null and void and may be cause for the repeal of any resolution or ordinance adopted in reliance of said information. Applications will not be considered after the issuance of building permits.

SECTION 6. FEE SCHEDULE

Any individual business requesting an incentive shall pay to the City a nonrefundable application fee of \$1,000 plus a deposit of \$5,000 to be retained by the City to pay for the City's out of pocket costs associated with the City's review of the application and other actions and agreements associated with the proposed incentive, including but not limited to the City's cost of legal counsel, financial advisors and consultants necessary to evaluate the application and administer the incentive. In the event that costs for third-party services incurred by the City exceed the fee and deposit collected, the applicant shall reimburse the City for such additional costs, immediately upon request, but no later than prior to final consideration of the incentive by the City Commission. The application fee and deposit shall be submitted at the same time the Application for Economic Incentives is submitted.

The City requires the use of its designated Bond Counsel and its designed Financial Advisor. The City reserves the right to approve the selection of other necessary participants in the administration of an incentive, including but not limited to, a bond underwriter and bond trustee/fiscal agent. The City at its discretion, may retain additional independent advisors to assist the City in analyzing the merits of the application and in making a determination of its approval at the applicant's expense. Examples of additional advisors include economic or environmental specialists, or a certified public accountant.

SECTION 7. PROPERTY TAX ABATEMENT POLICY

The grant of property tax abatement will be considered for real and personal property being added to the tax rolls by "Kansas basic industry", in accordance with the provisions set by Article 11, Section 13, of the Constitution of the State of Kansas (EDX) and the provisions of K.S.A. 12-1740 et seq. (IRB) and K.S.A. 79-201a.

The City may approve for economic development purposes a property tax abatement on real and personal property used in the following business activities:

- Conducting research and development;
- Manufacturing articles of commerce;
- Storing goods that are sold or traded in interstate commerce;
- Agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes, with a preference for corporate or regional headquarters and high-tech businesses.

Abatement Amount and Term.

While Kansas law permits an exemption up to 100 percent of the qualified investment for up to 10 years, it shall be the policy of the City to normally provide property tax abatement and require payments in lieu of taxes (PILOT) as set forth in the following schedule for portions of a project that meet the economic development goals of the City and that qualify for abatement under Kansas law. The abatement level is based on capital investment and job creation .

<u>Abatement Level</u>	<u>Capital Investment¹</u>	<u>Job Creation²</u>
50% abatement for 10 years	Minimum: \$500,000 Maximum: \$2,500,000	Minimum: <u>3</u> Eligible Net New Jobs Maximum: <u>7</u> Eligible Net New Jobs
100% abatement for 10 years	>\$2,500,000	> <u>7</u> Eligible Net New Jobs

¹Capital Investment will be determined by increase in appraised value from the appraised value of the property on the date of the application compared to the appraised value on the January 1 after completion of improvements, all as determined by tax appraisal from the Dickinson County Appraiser's office.

²"Eligible Net New Jobs" means each full-time equivalent job created above the monthly average full-time equivalent employee count for the 12-month period preceding the date of application. In order for a job to qualify as an "Eligible Net New Job," each job must pay wages equal to or greater than the median wage for Dickinson County.

The abatement term for projects considered under the authority of Article 11, Section 13 of the Constitution of the State of Kansas shall begin in the calendar year after the calendar year in which the business commences its operations locally. The abatement term for projects considered under the authority of K.S.A. 12-1740 *et seq.* and K.S.A. 79-201a shall begin in the calendar year after the calendar year in which industrial revenue bonds are issued.

Procedure

1. *Action by the City.* The City shall consider granting a tax exemption pursuant to this Policy after receipt of a complete Application for Economic Incentives together with the application fee and deposit. The application shall be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the project's preliminary site plans and building elevations, to prepare a cost benefit analysis, and to contact the county and unified school district. The project's site plans and building elevations are subject to final approval to ensure that they are similar to the preliminary plans and elevations submitted.

Based on each application and such additional information as may be requested by the City, the City shall prepare or cause to be prepared a cost benefit analysis of the proposed exemption on the city and state of Kansas, which analysis shall be used by the City Commission in considering the requested for abatement, and shall be sufficient to meet statutory requirements for obtaining property tax abatement. In making its decision, the City Commission may also consider any fiscal and/or economic impact analyses performed by the county and the unified school district.

Prior to action on each resolution of intent, the City Commission shall conduct a public hearing thereon, to be scheduled at least seven days after publication of notice. Notice of the hearing shall also be sent to the Dickinson County Clerk and the unified school district.

Any grant of property tax abatement shall be accompanied by a Performance Agreement as set forth in Section 13 of this Policy and continuing abatement shall be subject to annual review as set forth in Section 15 of this Policy.

All documents necessary to consider granting a tax exemption, including the cost benefit analysis, notice of hearing, and any resolutions, shall be prepared and reviewed by the City's Bond Counsel.

2. *Action by the State Board of Tax Appeals.* If the abatement request is granted, the applicant shall prepare and submit to the City each February 1, a copy of the abatement application required by K.S.A. 79-213 and 79-210, and the statement required by K.S.A. 79-214 for the cessation of an exempt use of property. The City Clerk shall submit such application and statement to the County Appraiser, who will forward to the Board of Tax Appeals. The City Clerk shall provide a copy of the ordinance, as published in the official city newspaper, granting abatement from taxation to the applicant for use in filing an initial request for tax abatement as required by K.S.A. 79-213 and K.S.A. 79-201 for subsequent years. The City expressly notes to applicants that no abatement can be provided without the approval of the Board of Tax Appeals.

Payment of PILOTs.

Any payment in lieu of taxes, which shall be required of a business granted a property tax abatement of less than 100% for 10 years, shall be paid to the County Treasurer, with notice of the amount and date paid provided to the City. The County Treasurer is directed to apportion the payment, under the provisions of subsection (3) of K.S.A. 12-148, to the general fund of all taxing subdivisions, excluding the state, which levies taxes on property where the business is situated. The apportionment shall be based on the relative amount of taxes levied, for any and all purposes by each of the applicable taxing subdivisions. The specific provisions for payment of PILOTs shall be set forth in the Performance Agreement between the City and the applicant.

SECTION 8. INDUSTRIAL REVENUE BOND POLICY

It shall be the policy of the City to consider the issuance of industrial revenue bonds pursuant to K.S.A. 12-1740 et seq. (the "IRB Act") for the purpose of this Policy. And the IRB Act. Industrial revenue bonds may also be issued for the purpose of property tax abatement as set for in Section 7 of this Policy.

Sales Tax Exemption for Construction Materials

Labor and materials, as well as equipment purchased with IRB proceeds may be exempt from State and local sales tax. The City reserves the right to grant or deny such sales tax exemption in connection with the issuance of IRBs, to be determined on a case-by-case basis.

For projects requesting tax abatement in connection with the issuance of industrial revenue bonds the City shall receive an issuance fee of (i) 25 basis points (.0025) for the first \$10 million par amount of bonds being issues or the amount of the constitutional tax abatement being requested, plus (ii) 20 basis points (.002) of the part amount of the second \$10 million of bonds being issues or the amount of the constitutional tax abatement being requested, plus (iii) 10 basis points (.001) of the part amount in excess of \$20 million of bonds being issues or the amount of constitutional tax abatement being requested. In no event shall the issuance fee be less than \$1,500 or more than \$100,000. The fee shall be due and payable at the time the bonds are issued.

SECTION 9. TAX INCREMENT FINANCING POLICY

It is the policy of the City to consider creation of a redevelopment district for redevelopment projects that are qualified under state law and the policies of the City. An applicant for TIF financing must comply with all state law and city requirements relating to the redevelopment plan and project, both before and after the redevelopment district is created.

It is the policy of the City to consider the judicious use of TIF financing for projects that demonstrate a substantial and significant public benefit through constructing public improvements supporting developments that will: create new jobs or assisting in retaining existing employment, eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, facilitate economic self-sufficiency, promote projects that are of community wide importance, and help implement economic development goals of the City.

It is the policy of the City to exercise care and to thoroughly evaluate each proposed TIF financing project to ensure that the benefits expected to accrue from approval of TIF financing for a project are adequate to justify the costs of such assistance to the City and that the costs and benefits of a TIF project are equitable to the City as a whole. The City will charge an application and an administrative service fee for TIF financing projects as described in Section 6.

CRITERIA

The following criteria are to be used by City staff, the City Commission and consultants to evaluate TIF Applications:

1. An application for TIF financing must demonstrate that “but for” the proposed TIF financing assistance, the project is not feasible and cannot be completed.
2. The total amount of TIF financing assistance for a proposed project and its term will be determined based on the economic payoff expectations of the project and its significance to the community. The City’s policy favors a 10-year payoff in the absence of unusual factors. Longer terms for TIF financing may be considered if the proposed project is concerned with the redevelopment of blighted areas or conservation areas or is a project of community-wide significance.
3. Each TIF Application must include evidence acceptable to the City that the applicant:
 - a. Has the financial ability to complete and operate the project.
 - b. Will be liable for, or contribute equity or private financing of at least fifteen percent (15%) of the total cost of the project or provide a performance bond for the completion of the project. Projects with equity or private financing contributions from the developer in excess of fifteen percent (15%) will be viewed more favorably.
4. The City will require satisfactory assurance that the project will be completed in a timely manner in accordance with the redevelopment district plan, the redevelopment project plan and the agreement between the City and the developer of the redevelopment plan.
5. TIF applications for the redevelopment of blighted areas or conservation areas in the City and applications for development of new or expanded industrial, manufacturing, office, and retail projects will be viewed more favorably than projects for service commercial use (commercial uses that mainly provide a service rather than the sale of products). TIF projects that create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing, retail and office developments will be given more favorable consideration than warehouse uses based upon the projected employment per square foot. The City will give additional consideration to projects with a capital investment in excess of five million dollars (\$5,000,000) and those projects the City determines will stimulate the local economy and improve the quality of life of its citizens.
6. TIF applications for retail and for service commercial projects will be more favorably considered if the project is one where a substantial part of its total products and/or services are either exported from the Abilene area or the project will add jobs in the City and sell or provide products and services now acquired by Abilene citizens outside the City. Additional considerations should include whether the project has the ability to support or stimulate new retail development in the City.
7. TIF applications for residential development projects may be considered for removal of blight and revitalization of older developed neighborhoods, and/or to provide for public improvements to benefit economic development and employment.
8. TIF applications for the redevelopment of existing residential neighborhoods, commercial and industrial areas will be viewed more favorably. Projects to stabilize existing residential neighborhoods, commercial, and industrial areas that have or will likely experience deterioration will be favored.
9. All TIF applications must comply with the requirements of the Kansas statutes governing TIF financing.
10. Redevelopment project costs to be financed with TIF revenues shall be identified in the application and the preliminary redevelopment plan submitted with the Application.
11. TIF applications that include the establishment of business areas or the redevelopment of existing business areas shall describe the business type of the major tenants of the redevelopment district.

In addition, a thorough market analysis should be completed and submitted that identifies: (a) the population areas that the business in the redevelopment district will draw from; (b) the existing business in the City of similar types that will compete with new business in the TIF redevelopment district; and (c) the anticipated impact of the new businesses in the TIF redevelopment district on existing business of a similar type.

12. The applicant shall agree to pay the cost of a feasibility study for the TIF financing proposal performed by a consultant selected by or approved by the City.
13. The compatibility of the TIF project with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services will be a consideration. The project must be environmentally acceptable to the location intended as well as the surrounding areas. Preference will be given to businesses that do their or pre-treatment or do not require extensive environmental controls. The proposed use must be clean, nonpolluting, and consistent with all policies, ordinances, and codes. Based upon future growth, the applicant must be willing to provide a traffic study on any projected traffic increase on the on City.

PROCESS

The City may consider issuing tax increment financing bonds or reimbursing the eligible redevelopment costs from tax increments pursuant to state law and this policy after the following occurs:

1. A complete application is received by the City from the applicant in a form prescribed by the City. The application shall be submitted in sufficient time for staff to follow established procedures, review the project documents, and to meet with Dickinson County officials and officials of Unified School District 435.
2. After reviewing an application, the City may require, and the applicant shall furnish, additional requested information to further describe or clarify the proposal.
3. After the City creates a redevelopment district pursuant to state law, the City may designate the applicant as the proposed developer by adopting a Memorandum of Understanding between the City and the applicant.
4. The applicant shall, in consultation with the City and the planning commission, proceed with the preparation of the redevelopment project plan pursuant to state law and City requirements, including a complete and comprehensive financial feasibility study demonstrating that the economic benefits of the project exceed the cost, the tax increment to be derived from the project will fully fund such cost or proposed bond payments, and that the term of the redevelopment district does not exceed a mutually agreed upon period of time. A consultant selected by or approved by the City shall perform the financial feasibility study. The costs of the feasibility study shall be paid by the applicant / developer.
5. The applicant and the City will enter into a Redevelopment Agreement upon satisfactory completion of the redevelopment project plan.
6. In addition to the fees described in Section 6, the applicant shall pay to the City an annual TIF Administration Service fee of an amount equal to 0.5% of the annual increment. This fee is to reimburse administration and other City costs for each approved TIF project. This fee shall be in addition to the application fee. The service fee may be paid from tax increment generated from the project over time or from a direct billing to the applicant. The payment method of the administration service fee shall be determined on a case-by-case basis and only to the extent tax increment is available.
7. The City may waive or reduce the fees established by this policy if it is determined to be in the City's best interests.

METHOD OF FINANCING

TIF assistance is available as “Pay-as-you-go financing”, which means a method of financing in which the costs of a project are financed without notes or bonds of the City, and the costs of such project are thereafter reimbursed as moneys are deposited in the special fund described in K.S.A. 12-1175, and amendments thereto.

TAXES AVAILABLE AS TIF REVENUE

The following taxes will be considered available for payment of approved redevelopment project costs:

1. New Development: Projects for new development in previously undeveloped areas or areas that are not blighted, or conservation areas may receive up to 50% of the real property tax increment in the district.
2. Redevelopment Projects: Projects for the redevelopment of previously developed areas that are blighted or located in a conservation area may receive up to 100% of the real property tax increment in the district.
3. Other Economic Activity Taxes: The City will not pledge as part of tax increment financing revenues: (i) the City’s existing 0.5% retailers’ sales tax pledged to capital improvements, (ii) any future special purpose retailer’s sales tax, or (iii) utility franchise taxes or similar payments attributed to the redevelopment district.

TERM

In General, the term of a tax increment financing shall be 10 years or less. Shorter projected terms will be viewed more favorably than longer terms. Terms longer than 10 years may be approved for redevelopment projects in blighted areas or in conservation areas or for projects the City determines will have significant positive impact on the community at large.

AUTHORITY OF THE GOVERNING BODY

The Governing Body reserves the right to deviate from any policy, but not any procedural requirements of state law, when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that are in the best interests of the City.

SECTION 10. COMMUNITY IMPROVEMENT DISTRICT POLICY

It is the policy of the City to consider the establishment of CIDs for reimbursable expenses in the amount of \$250,000 or greater in order to promote economic development and tourism within the City. An applicant may petition the City to utilize special assessments or a special sales tax to fund project eligible under the CID statutes. In considering the establishment of a CID, the City Commission shall consider whether the proposed CID will achieve the economic development purposes outlined in Section 1 of this Policy.

It is further policy of the City that a CID shall only be established for projects where the applicant/developer pays the cost of eligible CID improvements (at no cost to the City) and agrees to be reimbursed on a pay-as-you-go basis for such costs from the City’s receipt of CID sales tax revenues or CID special assessment revenues.

The use of CIDs should not alter the requirements of the City’s Economic Development Policy in regard to the development paying for public infrastructure or meeting building codes. When establishing a CID, special consideration will be given to public benefits. These benefits may include, but are not limited to, strengthening economic development and employment opportunities, reducing blight, enhancing tourism and cultural amenities, upgrading older retail real estate and commercial neighborhoods, and promoting

sustainability and energy efficiency.

CRITERIA

It shall be the policy of the City to create a CID, if, in the opinion of the City Commission, it is in the best interest of the City to do so. The City Commission shall consider the following factors when creating a CID:

1. The project meets the City's economic development goals by expanding existing businesses or develops new businesses, and/or strengthens the economic development and employment opportunities, reduces blight, enhances tourism and cultural amenities, upgrades older retail real estate and commercial neighborhoods, and promotes sustainability and energy efficiency.
2. The project uses higher standards for the design of improvements and materials used in making improvements within the CID, compared to the minimum requirements set for in the City's current design guidelines.
3. The project extends public infrastructure to parts of the City that are not currently served by such infrastructure.

PROJECT ELIGIBILITY

It is the intent of the City to allow only projects involving capital investment and improvements to qualify for reimbursement. Purchase of consumables, and items or property considered to be operating expenses shall not qualify for reimbursement.

The following projects within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, equip or extend shall be eligible for reimbursement out of the proceeds of the community improvement district sales tax:

1. Public buildings, structures and facilities, and private not-for-profit museums;
2. Sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
3. Parking garages;
4. Streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
5. Parks, lawns, trees and other landscape;
6. Communication and information booths, bus stops and other shelters, stations, terminals, hangers, rest rooms and kiosks;
7. Outdoor cultural amenities, including but not limited to, sculptures and fountains;
8. Private buildings, structures and facilities;
9. To produce and promote tourism, recreational or cultural activity or special event, including, but not limited to, decoration of any public place in the district, promotion of such activity and special events;
10. To support business activity and economic development, including, but not limited to, development, retention, and the recruitment of developers and businesses;
11. To provide or support training programs for employees of businesses.

Generally, projects not listed in the foregoing eligibility section shall not be eligible for reimbursement out of the proceeds of a CID sales tax. Additionally, the following projects within the district to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend shall be ineligible for reimbursement out of the proceeds of a community improvement district sales tax:

1. Airports, railroads, light rail and other mass transit facilities;
2. Lakes, dams, docks, wharfs, lakes or river ports, channels and levies, waterways and drainage conduits;
3. To provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons, buildings and outdoor spaces;
4. To provide or contract for cleaning, maintenance and other services to public property, buildings and outdoor spaces;
5. To contract for or conduct economic impact, planning, marketing or other studies related to the district;
6. Indoor cultural amenities, including but not limited to, paintings, murals, and display cases, which are not located in a private not-for-profit museum;
7. To operate or to contract for the provision of music, news, child-care, or parking lots or garages and buses, minibuses or other modes of transportation;
8. To provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons inside private buildings;
9. To provide or contract for cleaning, maintenance and other services to private property;
10. The purchase of inventory and/or supplies for use or resale;
11. To purchase interior furnishings;
12. To purchase advertising or any promotional expenses;
13. Any other projects not permitted by state statute as amended from time to time.

METHOD OF FINANCING

The City Commission will consider creation of a CID where (i) the costs of CID improvements will be financed on a pay-as-you-go basis from CID sales tax revenue or (ii) the costs of CID improvements consisting only of public infrastructure improvements will be financed from CID special assessments. In the instance where public infrastructure CID improvements will be financed from CID special assessments, the City will consider the issuance of special obligation or general obligation CID special assessment bonds. The City will not issue special obligation or general obligation bonds for CID improvements, other than the limited circumstances set forth in this section. The proposed method of financing will be clearly shown in the petition.

PROCESS

The process for creation of a CID shall be as follows:

1. *Petition and Supplemental Information.* An applicant requesting the City create a CID shall first submit a petition to the City. Such petition shall contain all of the information required by K.S.A. 12-6a26 *et seq.* and shall contain all of the required signatures of property owners as set forth in the CID. Such petition shall also contain an agreement by the applicant to pay all out of pocket costs incurred by the City related to the City's review of the petition, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate the petition. In addition to the information required by K.S.A. 12-6a26 *et seq.*, applicants must file (a) an Application for Economic Incentives and Supplemental Questionnaire, as provided by the City's Economic Development Policy, (b) a site plan for all public and private improvements to be located within the proposed CID, and (c) a business plan evidencing that the applicant has the financial ability to complete the proposed project in a timely manner and operate the project for the term of the proposed CID. The applicant shall furnish such additional information as requested by the City in order to clarify the petition or to assist staff or the City Commission with the evaluation of the petition
2. *Application Fee and Deposit.* The application fee and deposit, as well as any costs and expenses

required to be paid by the applicant may be deemed costs of the improvements, and may be reimbursable to the extent permitted by the CID and as authorized by the City Commission.

3. *Timing of Submissions.* The petition and all additional information required by this Policy must be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the project's site plans, and to analyze the merits of the proposed CID in the context of existing economic development and infrastructure projects.
4. *Public Hearing.* Upon receipt of the petition and all additional information required by this Policy, the City Commission will order a public hearing on the creation of a CID and the imposition of a CID sales tax. The City Commission shall give public notice and hold such hearing in the manner required by the Community Improvement District.
5. *City Commission Findings; Development Agreement Required.* After the public hearing is conducted, the City Commission shall determine the advisability of creating a CID pursuant to the CID Act. If advisable, the City Commission may create a CID by adopting an ordinance. Contemporaneously with the adoption of an ordinance creating a CID, the City Commission shall consider a Development Agreement between the City and the applicant setting forth the specific terms and conditions under which the City will reimburse the applicant on a pay-as-you-go basis for the costs of certain CID Improvements.

APPLICANT REQUIREMENTS:

1. The applicant shall provide a tax clearance letter from the State of Kansas Department of Revenue to determine and ensure the applicant is compliant with all primary Kansas Tax Laws. An annual submission of the tax clearance from the State of Kansas Department of Revenue is required.
2. If a CID is created, the applicant must complete an annual report by March 1 of each year covering the previous calendar year.
3. If a CID is created, the applicant must agree in the Development Agreement to pay to the City an annual administrative fee equal to 0.5% of the annual CID revenue generated within the CID, to cover the administration and other City costs related to the CID. This fee is in lieu of the annual renewal fee of \$100.00 set forth in Section 6 for other economic development incentives.

PAYMENT OF CERTAIN COSTS

The City shall require the applicant to enter into a funding agreement or other evidence of the applicant's agreement to pay costs incurred by the City for additional legal, financial and/or planning consultants, or for direct out of pocket expenses and other costs relating from services rendered to the City to review, evaluate, process and consider the petition for a CID, as well as the continued maintenance of the escrow account for CID revenues and for the processing of payments of CID eligible costs. Such costs and expenses may be deemed costs of the project, to the extent permitted by the CID Act.

FINANCIAL AND FISCAL IMPACT

The applicant must detail the proposed method and amount of financing, including any public financial participation requested. The applicant must financially participate in the project in an amount that is at least 25 percent of the total project cost.

AUTHORITY OF CITY COMMISSION

The City Commission reserves the right to deviate from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the City Commission, by its inherent authority, reserves the right to reject any proposal or petition for creation of a CID at any time in the review process when it considers such action to be in the best interests of the City.

SECTION 10. RURAL HOUSING IMPROVEMENT DISTRICT POLICY

It is the policy of the City to consider the establishment of a RHID for housing development. It is the further policy of the City that a RHID shall only be established for projects where the applicant/developer pays for the cost of eligible RHID improvements (at no cost to the City) and agrees to be reimbursed on a pay-as-you-go basis for such costs from the City's receipt of RHID revenues.

CRITERIA

It shall be the policy of the City to create a RHID, if, in the opinion of the City Commission, it is in the best interest of the City to do so. The City Commission shall consider the following factors when creating a RHID:

1. Assure taxpayers that the City is not financing an already viable project;
2. Assure taxpayers that the City is not financing an unreasonably high profit margin for developers. Each developer will be required to submit a detail of development costs and net operating income including an Internal Rate of Return to be compared to the market for reasonableness;
3. Assure taxpayers that the development provides the City safeguards committing the developer to complete the project.

The Development Plan required by statute for each project must determine that the incremental ad valorem property tax revenues generated by the RHID, together with other funds committed by the Developer, will cover the estimated eligible costs of the project. All Development Plans must assume that the initial estimated incremental property tax revenues will remain flat over the term of the RHID (i.e., no plan may assume increasing incremental property tax revenues will be available to cover project costs).

All development requests must utilize drought tolerant landscaping and water efficient fixtures in order to minimize the impact on water resources. City staff will provide the necessary guidance.

ELIGIBLE COSTS

It is the intent of the City to allow only the following development expenditures within a RHID to qualify for reimbursement out of RHID revenues:

1. Acquisition of property within the RHID;
2. Payment of relocation assistance;
3. Site preparation;
4. Sanitary and storm sewers and lift stations;
5. Drainage conduits, channels and levees;
6. Street grading, paving, curbs and gutters
7. Street lighting
8. Underground public and limited private utilities, all located within the public right-of-way;
9. Sidewalks
10. Water mains and extensions.

METHOD OF FINANCING

The City Commission will consider creation of a RHID where eligible costs will be financed on a pay- as- you- go basis from incremental ad valorem tax revenues generated within the RHID. The City will not issue special obligation bonds for RHID improvements.

PROCESS

The process for the creation of an RHID District shall be as follows:

1. *Application and Supplemental Information.* An applicant requesting that the City create a RHID must file:
 - a. an Application for Economic Incentives and Supplemental Questionnaire, as provided by the City's Economic Development Policy;
 - b. a Housing Needs Analysis meeting the requirements of K.S.A. 12-5244(a) and the guidelines of the Kansas Department of Commerce, and incorporating the findings contains in the Current Abilene Housing Assessment;
 - c. a Development Plan meeting the requirements of K.S.A. 12-5245; and
 - d. a business plan evidencing that the applicant has the financial ability to complete the proposed project in a timely manner and that the project meets the criteria for establishment of a RHIS, as set forth in this Policy.

The applicant shall furnish such additional information as requested by the City in order to clarify the application or to assist staff or the City Commission with the evaluation of the application.

2. *Application Fee and Deposit.* The application fee and deposit as well as any costs and expenses required to be paid by the applicant are not reimbursable pursuant to the RHID Act. The applicant will pay all out of pocket costs incurred by the City related to the City's review of the application, all documents related to consideration of a RHID and the development agreement, including but not limited to the City's cost of legal counsel and financial advisors necessary to evaluate and create the proposed RHID.
3. *Timing of Submissions.* The application and other information required by this Policy must be submitted in sufficient time for staff to follow established procedures for publication of notice, to review the submitted documents and analyze the merits of the proposed RHID in the context of existing economic development policy.
4. *Secretary of Commerce Approval.* If the City Commission determines that it is in the best interest of the City to approve the Housing Needs Analysis and move forward with the proposed Development Plan, the City Commission shall adopt a resolution approving the Housing Needs Analysis and submit such analysis to the Kansas Secretary of Commerce for approval. If the Secretary of Commerce agrees within the findings of the City Commission set forth in such resolution, the City Commission may proceed with the establishment of an RHID.
5. *Development Agreement.* Upon receipt of approval from the Secretary of Commerce, but before the City Commission takes further action with respect to the creation of the RHID, the City and the Developer shall negotiate a development/performance agreement to implement the proposed Development Plan and including the requirements of Section 13 of this Policy, including particularly the requirements of this Policy related to Performance Agreements.
6. *Public Hearing.* When the Development Plan, a draft Development Agreement, and all additional information required by the RHID Act and this Policy are ready to be presented to the City Commission the City Commission will consider adopting a resolution ordering a public hearing on

creation of the RHID and adoption of the plan. The City Commission shall give such notice and hold such hearing in the manner required by the RHID Act.

7. *City Commission Findings.* After the public hearing is conducted, if advisable, the City Commission may create an RHID district by adopting an ordinance creating the district, adopting the Development Plan, and approving the Development Agreement.

PAYMENT OF CERTAIN COSTS

The City shall require the applicant to enter into a funding agreement or other evidence of the applicant's agreement to pay costs incurred by the City for additional legal, financial and/or planning consultants, or for direct out of pocket expenses and other costs relating from services rendered to the City to review, evaluate, process and consider the request for RHID. Such costs and expenses are the applicant's sole responsibility, and are not generally reimbursable pursuant to the RHID Act.

AUTHORITY OF THE CITY COMMISSION

The City Commission reserves the right to deviate from any policy when it considers such action to be of exceptional benefit to the City or extraordinary circumstances prevail that is in the best interests of the City. Additionally, the City Commission, by its inherent authority, reserves the right to reject any proposal or request for the creation of an RHID at any time in the review process when it considers such action to be in the best interest of the City or whenever, in the opinion of the City Commission sufficient properties are already available for the type of development being considered.

REVIEW

The RHID policy will be in place as long as there is a need for low-income and income-qualified housing. The City expects the Housing Needs Assessment will be updated every three to five years.

SECTION 11. MEMORANDUM OF UNDERSTANDING

Authority to issue memorandums of understanding to consider requests for economic development incentives shall lie only with the City Commission. Such memorandums of understanding shall only be issued by the City Commission, and as an expression of good faith intent, but shall not in any way bind the City to the granting of an incentive. Such memorandums of understanding shall expire six months after issuance, but may be renewed. A public hearing shall not be required prior to the issuance of memorandums of understanding.

SECTION 12. NOTICE AND HEARING

No incentive shall be granted by the City prior to a public hearing thereon. Notice of the public hearing shall be published at least seven days prior to the hearing in the official city newspaper, giving the time and place, and the hearing may be held at a regular or special meeting of the City Commission. The City Manager, or designate thereof, shall thereupon notify the Dickinson County Commission, the superintendent of the school district, and the clerk of any taxing jurisdiction, excluding the state, which derives or could derive property taxes from the affected business advising them of the scheduled public hearing and inviting their review and comment. Upon request, the City Manager shall provide any such public agency with a copy of the application, which shall remain confidential unless released by the City Commission. The applicant business shall be invited, but not required, to attend the public hearings.

SECTION 13. PERFORMANCE AGREEMENT

Any incentive granted pursuant to this policy shall be accompanied by a Performance Agreement between the applicant and the City, which shall include provisions governing the situation if an applicant fails to meet the wage, number of jobs, and/or capital investment projections set forth in the original application. Each

incentive shall be reviewed annually. The City Commission shall receive the annual review report, and if the City Commission determines that a business or project is not in compliance with the provisions of the Performance Agreement, then the incentive may be modified pursuant to the Performance Agreement as the City Commission deems appropriate. Modifications to the incentive may include, but are not limited to, termination of the incentive, reduction of any incentive (including but not limited to reductions in tax abatement due to failure to meet requirements as set forth in Section 7) and claw-back of any existing incentive. To the extent necessary, the County Appraiser and the State Board of Tax Appeals shall be notified of appropriate actions to modify any incentive.

SECTION 14. COST BENEFIT ANALYSIS

The Cost Benefit Analysis will offer a wide spectrum of information as it pertains to development, the adequacy, or inadequacy of, financial incentives, and finally, the net gain, current and future, of entering into these types of endeavors on behalf of the citizens of the City. The Cost Benefit Analysis should address the following items:

1. *Direct Costs to the City.* Any identified direct cost should be included in the analysis. Examples of these types of costs include installation and assumed annual liability of municipal infrastructure to the business site, and costs of providing city General services such as public works, fire, and police protection.
2. *Benefit to the City.* Direct benefits include wages/salaries/benefits paid to employees, any taxes collected (property, sales, franchise fees), and purchases of products/services from local vendors.
3. *Cost versus Benefit.* From a community perspective, incentives are used because a net benefit is expected. A desired benefit to cost ratio must be at least in the 1.25:1 ratio. Proposed economic development projects that achieve this benchmark traditionally employ a higher proportion of local labor, including managers, at an above-average hourly wage.

This analysis should identify the particulars involving the developer's proposal. This should include confirmation of the size of the facility or store, financial information, number of employees, pay scale, tax collections, and other areas involving development. The developer is responsible for the development of this analysis including any cost incurred.

If asking for any financial incentives, such as a CID, TIF, RHID, or tax abatements, the applicant shall be required to provide a detailed monetary breakdown of the program(s) being requested, including but not limited to: the determination of any revenues generated from sales taxes or an incremental increase in property taxes, the direct cost to the city in lost sales or property tax revenue, the number of years required to retire any debt being financed with the above- mentioned programs.

SECTION 15. ANNUAL REVIEW FOR COMPLIANCE

All incentives granted shall be subject to an annual review to ensure that the ownership, use of property, and the economic performance of the business, including the capital investment, employment, and wages, are pursuant to requirements and criteria of this policy, the application, and the conditions of the granting of incentives. The review shall also include a comprehensive review of the entire incentive period for the business (if applicable), including milestones and project phases for the business. The annual review shall provide an opportunity for the company receiving the incentive to describe their achievements, especially in the areas of environmentally sound practice, community engagement and services, and job training. If the business:

1. no longer qualifies for the incentive pursuant to law or this policy;
2. substantially fails to meet the expectations set forth in the application for an incentive, including

- failure to meet employment, wage, or capital investment plans in the application; or
3. substantially fails to meet the criteria or objects of this policy;

The City Commission, after notice and a public hearing, may modify any incentive by ordinance or resolution. The City reserves the right to issue any level of penalties that it deems necessary. These may include; (i) rescissions, which are a complete cancellation of the incentive, (ii) penalties, which are fines charged when the business does not meet a certain level of performance or relocates, and finally, (iii) recalibrations, which are the provisions for changing the incentive in some manner in order to accommodate an evolving economic climate. The use of these tools will provide a safety net to the community, ensuring that its investment in the business will result in the positive benefits it expects.

Each business receiving an incentive shall be required to complete an annual report by March 1. The information in the report will cover the time period of January 1 through December 31 of the previous year. The annual report will be reviewed by May 1.

By May 1 of each year, an annual report listing all financial incentives that remain in effect will be presented to the City Commission. The annual report shall include information regarding when the incentive was granted, when the incentive expires, current property taxes paid for the property, in lieu of tax payments, amount of any industrial revenue bonds issued, the assessed value of the property, number of employees, salary and payroll of employees, and any additional information concerning the operation of the business receiving the incentive, and other information as requested by the City Commission.

The failure of a business (i) to provide accurate and timely information to the City in the preparation of the annual report or (ii) to comply with the performance standards set forth in the Performance Agreement shall be grounds for the modification or revocation of the incentive granted.

The City may require an annual renewal application to be filed or other information necessary to assure the continued qualification of the exempt business. Any material omission or misstatement of fact in information provided to the City in any such statement or renewal application may be cause for repeal of any incentive ordinance adopted, renewed or extended in reliance thereon.

SECTION 16. TRANSFER OF OWNERSHIP OR USE

Incentives granted by the City may be transferred as a result of a change in the majority ownership of the business. Any new owner shall file a new application, along with the renewal fee, for an incentive. The City shall be notified by the business of any change in ownership and any substantive change in the use of a tax-exempt property.

SECTION 17. RETROACTIVE GRANTING OF INCENTIVES; "BUT FOR PRINCIPLE"

No incentives will be distributed on a retroactive funding basis. Incentives will be granted pursuant to the guidelines of this policy and effective on the date indicated and approved by the City Commission.

Each application for incentive shall demonstrate that the incentive will make such a difference in determining the decision of the business to locate, expand or remain in the City that the business would not otherwise be established, expanded or retained without the availability of the incentive.

SECTION 18. WAIVER OF STATEMENT REQUIREMENTS

The City Commission reserves the right to grant or not to grant an incentive under circumstances beyond the

scope of this Statement, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the City Commission that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest.

SECTION 19. AMENDMENTS

The City Commission retains the right to amend any portion of this policy as needed.

SECTION 20. TAX CLEARANCE CERTIFICATION

Any person, company, or entity receiving economic incentives under this policy must provide a Tax Clearance Certificate from the State of Kansas Department of Revenue on an annual basis prior to December 31. The Tax Clearance Certificate requirement will be in effect until such time that incentives are no longer being utilized.

SECTION 21. MANDATORY REVIEW

This policy will be subject to a mandatory review by the City Commission every three years.

CITY OF ABILENE, KANSAS
APPLICATION FOR ECONOMIC DEVELOPMENT INCENTIVES

APPLICANT: _____

ADDRESS: _____

PHONE #: _____

FAX #: _____

E-MAIL ADDRESS: _____

CONTACT PERSON: _____

PROJECT NAME: _____

Application Format: On a separate sheet(s) of paper please answer the following questions. *Please type each question prior to the applicable response.*

- a. Please provide specific information on incentives being requested; and
- b. Company profile including longevity of company, principal officers, stockholders and clients; and
- c. Audited or compiled financial statements – last five (5) years or since date of incorporation if company has not been in existence for five (5) years; and
- d. Business Plan as it relates to the proposed business to be located in Abilene. Business Plan is to include:
 1. Number of employees along with a detailed breakdown of the classification and salary for each employee.
 2. Projected annual operating costs for the proposed development
 3. Projected annual revenues for the first 10 years.
- e. A detailed site development plan, including the size and scope of phasing of the proposed project.
- f. Define the boundaries of the proposed TIF, CID, or RHID area, or the property that would be subject to a property tax abatement or sales tax project exemption through and EDX or IRB process, by address and locator number(s). Include a map of the proposed area.
- g. Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the development area. Identify in the outline those costs you would propose to fund with IRB/TIF / CID / RHID financing and the proposed payback term (provide a debt service schedule showing rates and assumptions).
- h. Estimated water usage and composition of wastewater produced by the site
- i. Detailed information regarding traffic patterns to and from the site being developed, including the number of vehicles per day (average and peak times) as well as size and type of vehicle.
- j. If the proposed development requires the extension / creation / reconstruction of City water, sewer, road, or storm water infrastructure, the applicant must provide detailed cost estimates. City staff will not provide cost estimates. The applicant will be required to retain the services of a qualified engineer for this purpose.
- k. Identify the Applicant's consultants involved or proposed to be involved in the project noting

relevant experience on similar projects (i.e., civil engineer, land use planner, Applicant’s legal counsel, Applicant’s financial advisor).

- l. Identify the property that is currently in the control of the Applicant via ownership or option. If under option note the option expiration date.
- m. Is the property currently zoned for the proposed use? If not, what zoning change will be required?
- n. State the need and justification for economic incentive assistance. Explain how the applicant intends to demonstrate that “but for” the project is not feasible and will not be completed. Substantiate that other alternative methods of financing have been thoroughly explored and why assistance is necessary.
- o. If applying for a TIF incentive, discuss the condition(s) that would qualify the proposed TIF District as a “blighted area” or “conservation area,” and/or whether the project is within an enterprise zone as defined within Kansas law.
- p. Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant intend to privately finance construction of the project and reimburse costs with IRBs, or TIF / CID / RHID revenues after the project is substantially complete or will IRB/TIF / CID / RHID financing be used to pay costs of construction / infrastructure? Are any bonds or notes to be privately placed or publicly sold? Please list all information in the following table format.

<u>Financial Resource</u>	<u>Amount</u>	<u>Term</u>	<u>Status</u>	<u>Contact Person</u>	<u>Contact Telephone #</u>
---------------------------	---------------	-------------	---------------	-----------------------	----------------------------

- q. In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.
- r. On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project, including underlying assumptions and identify the amounts of such revenue to be applied to pay or reimburse project costs.
- s. Provide an estimate of the market value of all fixtures and equipment to be used by all owners or tenants of the proposed project that will be taxed as personal property.
- t. Identify any existing business within the city limits that may reasonably be expected to be adversely affected by businesses within the project.
- u. Attach a letter from a financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

❖ **Applicant shall reimburse the City for legal counsel, financial advisors and consultants necessary to evaluate the application. Reimbursement shall be made before final consideration of the incentive by the City Commission.**



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

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Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: 2026 – 2034 Capital Improvement and Equipment Reserve Plans

Department: Administration

Staff Contact: Interim City Manager

Background:

The City should maintain long-range capital planning to responsibly manage the construction, repair, and replacement of infrastructure and equipment needed to provide essential public services. The 2026–2034 Capital Improvement Plan (CIP) and Equipment Reserve Plan (ERP) offer a multi-year framework for identifying major projects, estimating future costs, and planning for funding needs across general governmental operations. These plans help ensure that the City is able to maintain public facilities, vehicles, and infrastructure in a timely and financially responsible manner.

The CIP outlines proposed capital projects with high cost and long useful life, including transportation improvements, facility upgrades, parks and recreation improvements, and other major investments funded through the general fund, special highway fund, and dedicated sales tax revenues. The City also maintains capital plans for its water, wastewater, and stormwater utilities; however, pending rate review and upcoming City Commission decisions on rate adjustments, those utility capital plans are on hold. Once rates are set, they will be updated and reintegrated into the broader capital planning process.

The ERP functions as the long-term replacement schedule for major equipment used by general fund departments, such as police vehicles, fire apparatus, maintenance and snow equipment, technology systems, and other essential assets. Kansas statute authorizes cities to maintain equipment reserve funds to stabilize budgeting and reduce the impact of large, periodic expenditures. Both the CIP and ERP are dynamic documents that are reviewed and updated annually based on evolving needs, funding availability, and asset condition. For example, if a piece of equipment scheduled for replacement is still in good condition, staff may defer it; conversely, if an item scheduled for later years becomes critical sooner, it may be accelerated. Despite the importance of these planning tools, the City did not have a consistently functioning long-term capital or equipment replacement plan for many years. As a result, numerous projects and equipment needs were pushed back repeatedly simply because there was no formal structure for prioritizing and funding them. This historical lack of planning contributed to a growing list of deferred needs even before recent financial constraints further limited the City's ability to move forward with scheduled work.

Due to budget constraints in 2025 and 2026, no funds were allocated to the Capital Improvement Plan, and only sufficient funding was budgeted in the Equipment Reserve Fund to cover existing obligations. As a result, all capital projects and equipment replacements not already contractually committed were moved to 2027 or later. This has created a compounding backlog: items originally scheduled for 2025 and 2026 were shifted forward, where they now compete with the needs already scheduled in 2027–2034.

Several of these deferred items have become urgent. The community center's air-handling units—two of which have been out of service for more than a year—require replacement at an estimated cost of \$199,000. Three police patrol cars originally scheduled for replacement in 2025 and 2026 have been deferred, with a current estimated replacement cost of \$135,000. A polymer seal on three bridges is estimated at \$300,000, and a major roadway mill and overlay is estimated at \$350,000.

Using a conservative 4% annual cost escalation rate—which is modest given that construction inflation often exceeds consumer inflation—these four items rise from \$984,000 in today’s dollars to approximately \$1.06 million in 2027 and roughly \$1.11 million in 2028. Even with conservative assumptions, delaying these projects by three years adds more than \$120,000 in cost.

Operational impacts are becoming more pronounced, particularly within the Police Department’s fleet. The department’s normal replacement cycle is one patrol car per year, with some years requiring two. Because the 2025 and 2026 replacements were deferred, the City enters 2027 with a backlog of at least three vehicles before considering those normally scheduled for replacement in 2027 and 2028. The consequences of this deferral are already visible in escalating repair costs. A 2020 Ford Explorer with 103,000 miles required over \$7,195 in major repairs in 2025, including steering, HVAC, and axle components. A 2021 Ford Explorer with 106,000 miles has required more than \$2,037 in repairs and is currently out of service awaiting an alternator. As vehicles age beyond their intended service life, maintenance costs and downtime increase, and operational and safety risks rise.

Overall, the CIP and ERP illustrate that years of deferred work—combined with the absence of a long-term planning framework and recent budget constraints—have created a backlog of needs that grows more costly with each year of delay. Continued deferral increases long-term costs, accelerates asset deterioration, and reduces the City’s ability to provide safe, efficient, and reliable services. Establishing and following a disciplined, annually updated capital planning and equipment replacement process is essential to slowing and ultimately reversing this trend.

Funding Source: Various

City Attorney Review: N/A

Options: For review and discussion

Recommendation: For review and discussion

CAPITAL IMPROVEMENT PLAN - General Fund Departments
2025-2034

Approved by Commission
Updated

Description	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
CASH BALANCE 1/1/XX	300,000	9,022,575	3,769,901	2,321,001	(273,999)	(3,518,999)	(3,928,999)	(5,778,999)	(5,483,999)	(5,153,999)
REVENUE										
General Fund Transfer		300,000	325,000	325,000	325,000	350,000	350,000	350,000	350,000	350,000
Grants										
KDOT CCLIP 1 & 2		800,000								
KDOC Industrial Park		2,500,000								
Community Foundation		50,000								
CDBG				400,000	400,000	400,000	400,000			
Bond Proceeds						4,000,000				
Industrial Park - GO Temp 2025	3,250,000									
CCLIP 1 & 2 - GO Temp 2025	1,900,000									
Recreation Improvements - GO Temp 2025	4,000,000									
Miscellaneous										
Insurance Proceeds										
Prior Year Cancelled Encumbrances										
Total Revenue	9,150,000	3,650,000	325,000	725,000	725,000	4,750,000	750,000	350,000	350,000	350,000
Total Resources Available	9,450,000	12,672,575	4,094,901	3,046,001	451,001	1,231,001	(3,178,999)	(5,428,999)	(5,133,999)	(4,803,999)
Department Detail	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
ADMINISTRATION										
City Hall Roof Replacement				500,000						
Civic Center Carpeting			30,000							
Civic Center Restrooms				20,000						
City Hall Carpet			30,000							
City Hall Paint			15,000							
Comm Devo Conference Room					20,000					
Walkability Study			40,000							
Integrity GIS aerial image update			18,900			20,000			20,000	
Subtotal	-	-	133,900	520,000	20,000	20,000	-	-	20,000	-
FIRE										
Fire Department Relocation				75,000	150,000	4,000,000				
Fire Bay Doors		30,000	30,000							
HVAC			10,000							
Training Facility					500,000					
Subtotal	-	30,000	40,000	75,000	650,000	4,000,000	-	-	-	-

Department Detail

	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
PARKS AND RECREATION										
Ball Fields		4,000,000								
Community Center HVAC	225,000	110,000								
Eisenhower Park Playground Resurfacing			350,000							
Bicentennial Park Playground and Resurfacing				300,000						
Pool Slide			300,000							
Little Ike Park / Public Parking Lot Improvments				100,000						
Pickle Ball Courts (4)				250,000						
Splash Pad					500,000					
Park Shop Expansion		75,000								
Pool Paint & Sealing					50,000			50,000		
Esienhower/Bicentennial Restrooms		67,000								
Ted Power BB Field - Lights, Backstop, Fencing					500,000					
Rec Center Gym Floors - Refinish		5,000		5,000				5000		5000
Sewer System North & East of Rec		200,000				5,000				
Subtotal	225,000	4,457,000	650,000	655,000	1,050,000	5,000	-	55,000	-	5,000
POLICE	-									
Firearms Range Improvements						50,000				
Subtotal	-	-	-	-	-	50,000	-	-	-	-
SENIOR CENTER	-									
Kitchen Expansion				70,000						
Subtotal	-	-	-	70,000	-	-	-	-	-	-
Streets										
CCLIP 1 Design Engineering	150,925									
CCLIP 1 Construction		663,779								
CCLIP 2 Design Engineering	51,500	403,000								
CCLIP 1 & 2 Construction Administration		98,895								
Industrial Park		3,250,000								
Rogers Street Reconstruction & Sidewalks							1,500,000			
NE 13th Street Reconstruction (Buckeye to Brady)					1,500,000					
7th & Buckeye Intersection						1,085,000				
7th & Cedar Intersection							1,100,000			
NE 14th St Mill/Overlay					450,000					
Jayhawk Street Project			650,000							
Walnut St to Middle School Parking lot					300,000					
Second Entrance to Golden Belt East				2,000,000						
Polymer Bridge Overlay Projects (3 done at the same time)			300,000							
Subtotal	202,425	4,415,674	950,000	2,000,000	2,250,000	1,085,000	2,600,000	-	-	-
TOTAL GENERAL FUND EXP	427,425	8,902,674	1,773,900	3,320,000	3,970,000	5,160,000	2,600,000	55,000	20,000	5,000

EQUIPMENT RESERVE - General Fund Departments
2025-2034

Approved by Commission
Updated

Description	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
CASH BALANCE 1/1/XX	55,000	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
REVENUE										
General Fund Transfer		180,000	275,000	300,000	325,000	325,000	325,000	325,000	325,000	325,000
Grants										
Moran - CDS		110,000								
TBD			30,000	150,000						
Recycling Center - Baler							100,000			
Miscellaneous										
Insurance Proceeds										
Prior Year Cancelled Encumbrances										
Total Revenue	-	290,000	305,000	450,000	325,000	325,000	425,000	325,000	325,000	325,000
Total Resources Available	55,000	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!

Department Detail

Description	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
ADMINISTRATION										
Training Vehicle			40,000							
Generator				150,000						
Facilities Maintenance Vehicle							45,000			
Subtotal	-	-	40,000	150,000	-	-	(45,000)	-	-	-
FIRE										
Tornado Siren	35,000	35,000		38,500	42,500		48,000		50,000	53,000
Siren - battery backup		6,000				6,000				6,000
SCBA Packs (28 total)						280,000				
SCBA Bottles (15 total)						30,000				
Motorola Radios						90,000				
Thermal Cams					40,000					
Forestry Grant 50/50	7,000									
Subtotal	42,000	41,000	-	38,500	82,500	406,000	48,000	-	50,000	59,000
PARKS AND RECREATION										
John Deere Mower (replace the 2016)			30,000							
Sprayer - 1/2 from Utilities	-		30,000							
Parks 1/2 ton Truck (Replace the 2012)				40,000						
Gator (Replace the 2018)			15,000							
Box Blade (walking trails)		1,500								
Subtotal	-	1,500	75,000	40,000	-	-	-	-	-	-

Department Detail

Description	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected
POLICE	-									
Police Cars (2 in 2025)	92,000	50,000	50,000	100,000	50,000	50,000	100,000	50,000	50,000	100,000
In-Car Cameras		70,000								
Body Cams					100,000					
Tasers			100,000							
Handguns & Holsters						17,000				
Portable Radios										100,000
Subtotal	#REF!	120,000	150,000	100,000	150,000	67,000	100,000	50,000	50,000	200,000
RECYCLING CENTER	-									
Baler							100,000			
Subtotal	-	-	-	-	-	-	100,000	-	-	
SENIOR CENTER	-									
Dishwasher										
Furnace										
Subtotal	-	-	-	-	-	-	-	-	-	
STREETS										
Street Sweeper (need to replace every 5 years)	68,000	68,000	68,000	68,000	68,000	75,000	75000	75,000	75,000	75,000
PW Vehicle - Brad's		55,000								55,000
Single Axle Dump Truck (3 units)	-		100,000			150,000			150,000	
Tandem Dump Truck	125,000									
Hustler Mower						20,000				
Tilt Trailer							15,000			
Fleet Trucks						40,000	42500	45,000	45,000	45,000
Skid Loader (2 units)				42,000		42,000				
Motor Grader (2 units)		160,000		160,000						
3/4 ton Pickup								50,000		
Asphalt Planer		15,000								
Fork Lift					32,000					
Arial Lift Truck					72,000					
1 ton Flatbed Truck (2 units)		60,000	60,000							
Wheel Loader			150,000							
Crack Sealer		50,000								
Subtotal	193,000	408,000	378,000	270,000	172,000	327,000	132,500	170,000	270,000	175,000
TOTAL GENERAL FUND EXP	#REF!	570,500	643,000	598,500	404,500	800,000	235,500	220,000	370,000	434,000



City Commission

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Trevor Witt
Commissioner

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Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: Preventing Cost Escalation: Advancing Essential Deferred Infrastructure and Equipment Projects

Department: Administration

Staff Contact: Interim City Manager

Background:

In 2025, the City issued General Obligation Temporary Notes to finance three projects: the Industrial Park improvements, KDOT CCLIP 1 & 2 reconstruction, and a Recreation Improvements package. The notes total \$10.32 million, including capitalized interest, and carry an average coupon rate of 3.375%. The notes cannot be redeemed until March 2027 and mature in March 2029. Currently, the unused project funds are invested in short-term certificates of deposit at approximately 4%, though rates are already falling following two recent Federal Reserve reductions.

Project Costs vs. Borrowed Amounts

The City deposited the following amounts into the project funds:

- Industrial Park: \$3.25 million
- KDOT CCLIP 1 & 2: \$1.9 million
- Recreational Improvements: \$4 million

Engineering estimates, prepared for 2026 construction, show significantly lower expected construction costs:

- Industrial Park: Estimated at \$3.2 million, and the City received a \$2.5 million KDOC grant.
- CCLIP 1 & 2: Estimated at \$1.5 million, and the City received an \$800,000 KDOT grant.

If construction escalates at 10–12% annually—a very high scenario—project totals would still fall well within available budget capacity when considering the substantial grant offsets. The City's borrowed amounts exceed the likely 2026 project costs by a comfortable margin.

Opportunity to Address Critical Deferred Needs

At the same time, the City faces several urgent capital and equipment needs that have been repeatedly deferred due to limited financial capacity. Examples include:

- Community Center HVAC replacement – two units have been inoperable for over a year
- Three police patrol cars – initially scheduled for replacement in 2025 and 2026
- Polymer seal for three bridges
- Roadway Mill and Overlay

Together, these projects total approximately \$984,000 in 2026 dollars. Deferring these projects further is increasingly costly: even with a conservative 4% escalation rate, the total rises to roughly \$1.11 million by 2028. Operationally, deferral is already resulting in system failures, increased vehicle downtime, and rising repair and maintenance costs. For example, two high-mileage patrol vehicles that were initially scheduled for replacement in 2025 have required significant mechanical repairs to remain operational. A 2020 Ford Explorer with approximately 103,000 miles incurred \$7,195.38 in repair costs during 2025, including replacement of the flex tube, blender door motors, steering gear, associated reprogramming and alignment, and a front axle assembly.

A second unit—a 2021 Ford Explorer with more than 106,000 miles—has required approximately \$2,037 in repairs this year for a power window switch and spark plugs, and is currently out of service awaiting an alternator replacement estimated at an additional \$1,300. These repair costs illustrate how delaying scheduled replacement leads to rising maintenance expenses, more frequent downtime, and reduced reliability of vehicles that are essential for emergency response.

Financial Analysis: Should the City Hold or Reallocate Excess Borrowed Funds?

The City is currently paying 3.375% interest on the notes while earning about 4% interest on invested funds—a spread that is likely temporary as interest rates continue to fall. When CD rates decline below the note rate (a likely scenario in 2026), the City will begin losing money by holding, rather than using or redeeming, the funds.

Given:

- The projects are fully funded, even under strong inflation assumptions;
- The significant grants dramatically offset the City’s required share;
- The declining interest rate environment; and,
- The rapidly escalating cost and risk of continuing to defer critical projects

...it is financially reasonable for the City to consider reallocating a portion of the temporary note proceeds to complete the four deferred projects now.

Industrial Park

Item	Amount
Engineer’s Estimate (2026)	\$3,200,000
12–15% Inflation	\$384,000 – \$480,000
High-end inflated cost	\$3,680,000
Less KDOC Grant	–\$2,500,000
City Share Needed	\$1,180,000
Bond Proceeds Available	\$3,250,000
Bond Proceeds Leftover	\$2,070,000

CCLIP 1 & 2

Item	Amount
Engineer’s Estimate (2026)	\$1,500,000
12–15% Inflation	\$180,000 – \$225,000
High-end inflated cost	\$1,725,000
Less KDOT Grant	–\$800,000
City Share Needed	\$925,000
Bond Proceeds Available	\$1,900,000
Bond Proceeds Leftover	\$975,000

Even under the highest inflation scenario, the City could fully fund all four urgent 2025–2026 deferred projects and still have roughly \$2,061,000 left over to redeem the notes in March 2027, partially.

Staff recommends that the City Commission consider reallocating a portion of the available temporary note proceeds to fund:

- Community Center HVAC
- Three police patrol cars
- Bridge polymer seal (three structures)
- Mill and overlay of roadway

Funding Source: General Obligation Temporary Notes Proceeds

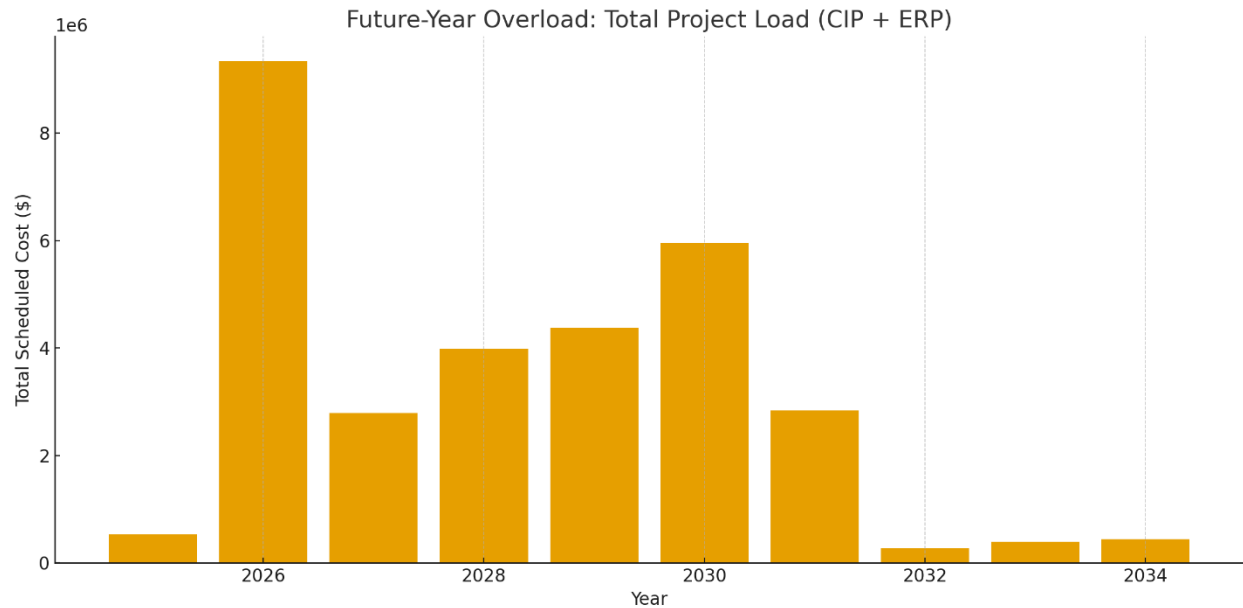
City Attorney Review: N/A

Options: For review and discussion

Recommendation: For review and discussion

Summary of Capital Planning Challenges

Issue	Evidence (from CIP/ERP)	Impact on the City
Years of deferred capital projects and equipment replacements	2025–2026 unfunded items pushed into 2027–2034	Creates a growing backlog of unmet needs
Lack of a functioning long-term CIP and ERP in prior years	Projects are repeatedly postponed rather than programmed	Needs accumulated even before the current financial constraints
Overloaded future years	2027–2030 contain multiple stacked projects and replacements	The city cannot realistically accomplish all its needs in those years
Negative fund balances	ERP negative by 2027; CIP negative by 2029	Indicates structural funding gap and accumulated deferrals
Cost escalation on deferred projects	Four urgent 2025 projects: \$984k today → \$1.11M in 2028	Deferral adds more than \$120,000 in just three years
Operational strain from deferral	High repair costs, aging police fleet, unreliable equipment	Reduces service reliability and increases operating costs
Critical needs cannot be addressed.	HVAC failures, bridge maintenance, roadway deterioration	Risks to public safety, asset failure, and higher future costs



This chart shows the total amount of capital projects and equipment replacements that are scheduled for each year from 2025 through 2034. Each bar represents how much work—measured in dollars—the City would need to complete in that specific year based on the current Capital Improvement Plan (CIP) and Equipment Reserve Plan (ERP).

Because the City did not have the funding to complete many projects in 2025 and 2026, those projects were pushed into later years. When a project is deferred, it does not go away—it is added on top of the normal projects already planned for future years. This creates a pile-up effect, where future years contain far more work than they normally would.

The tall bars in 2027 through 2030 show this clearly. They represent multiple years of deferred projects stacking together, along with the work that was initially planned for those years.

The higher the bar, the more the City would need to spend in that year, and the more unrealistic it becomes to complete everything on the list.

This future-year overload graphic illustrates why continued deferral makes it harder each year to catch up, control costs, and maintain City infrastructure and equipment.

City Commission Decision Matrix: Reallocating Temporary Note Funds

Decision Factor	Option A: Retain All Temporary Note Funds for Industrial Park, KDOT CCLIP, and Recreation Projects	Option B: Reallocate a Portion of Temporary Note Funds to Complete the Four Urgent Deferred Projects in 2026
Grant Impact	Industrial Park and CCLIP projects already have substantial grants: • Industrial Park: \$3.2M estimate + \$2.5M grant → Net City cost ≈ \$700k • CCLIP 1 & 2: \$1.5M estimate + \$800k grant → Net City cost ≈ \$700k Borrowed amounts exceed expected City cost.	Grants significantly reduce the City's required contribution, making it feasible to redirect up to ~\$1M of the excess borrowed funds with little risk to project delivery.
Likelihood of Cost Overruns	Engineer's estimates are for 2026. Costs would need to double for the City's contributions to exceed the grant + borrowed funds already in place. Significant overruns are unlikely.	Even with moderate escalation (4–6% annually), project costs do not approach doubled levels, making it reasonable and financially safe to reallocate excess funds.
Timing of Temporary Note Projects	Temporary note projects begin in 2026, meaning CD interest earned between now and then will decline as rates fall. Holding cash becomes less beneficial over time.	Completing the deferred projects in 2026 leverages borrowed funds at a fixed 3.375% while avoiding higher construction inflation on deferred work.
Cost of Delay for Deferred Projects	Deferred items escalate 4% per year: • Total rises from \$984,000 (2025) → \$1.06M in 2027 → \$1.11M in 2028. Deferral creates unnecessary cost growth and worsening asset conditions.	Reallocating funds allows the City to stop escalation immediately, saving at least \$120,000 over the next three years and avoiding emergency failures.
Operational Risk	Continuing deferral increases the risk of HVAC failure, police vehicle breakdowns, street deterioration, and bridge degradation.	Completing work now reduces risk, increases service reliability, and decreases vehicle repair costs (police vehicles already incurred ~\$9,200 in repairs).
Public Service Impact	Residents continue experiencing deteriorating conditions (e.g., community center discomfort, rough roads, aging fleet).	Highly visible service improvements within months. Supports trust and demonstrates proactive asset management.
Long-Term Capital Strategy	Continues the pattern of deferral that created the backlog.	Aligns with best practices: fix what is failing first, use structured planning to prevent deferral escalation.

Recommendation

Based on projected costs, available grant funding, timing of note-funded projects, declining investment returns, and the escalating cost of deferred maintenance, Option B—Reallocation of a portion of the temporary note proceeds—provides greater financial and operational benefit to the City.

Reallocating approximately \$984,000:

- Has low risk because grants and existing proceeds well cover the Industrial Park and CCLIP projects.
- Prevents significant cost escalation in the deferred four projects.
- Reduces operational strain, especially for the police fleet.
- Improves public services in a visible, immediate way.
- Maintains adequate funding for the note-backed projects, even under elevated cost scenarios.

SOURCES AND USES OF FUNDS

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

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

Sources:	Industrial Park	KDOT	Recreational Improvements	Total
Bond Proceeds:				
Par Amount	3,665,000.00	2,145,000.00	4,510,000.00	10,320,000.00
Premium	9,638.95	5,641.35	11,861.30	27,141.60
	3,674,638.95	2,150,641.35	4,521,861.30	10,347,141.60
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	379,327.53	222,007.53	466,785.00	1,068,120.06
Cost of Issuance:				
Bond Counsel	11,364.34	6,651.16	13,984.50	32,000.00
Financial Advisor	15,981.10	9,353.20	19,665.70	45,000.00
Rating Fee	4,616.76	2,702.03	5,681.21	13,000.00
Paying Agent	266.35	155.89	327.76	750.00
Official Statement Prep	2,663.52	1,558.87	3,277.61	7,500.00
Compliance Services Fee	1,775.68	1,039.24	2,185.08	5,000.00
CUSIP Fee	88.78	51.96	109.26	250.00
Kansas State Treasurer Setup	106.54	62.35	131.11	300.00
Ag Transcript Approval	177.57	103.92	218.51	500.00
Bond Certificate Printing	88.78	51.96	109.26	250.00
Registration Fee	10.65	6.24	13.11	30.00
Miscellaneous	2,490.60	3,572.25	2,382.69	8,445.54
	39,630.67	25,309.07	48,085.80	113,025.54
Underwriter's Discount:				
Underwriter's Discount	5,680.75	3,324.75	6,990.50	15,996.00
	3,674,638.95	2,150,641.35	4,521,861.30	10,347,141.60

NET DEBT SERVICE

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

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2026		197,370.01	197,370.01	-197,370.01		
09/01/2026		174,150.01	174,150.01	-174,150.01		
03/01/2027		174,150.01	174,150.01	-174,150.01		
09/01/2027		174,150.01	174,150.01	-174,150.01		
03/01/2028		174,150.01	174,150.01	-174,150.01		
09/01/2028		174,150.01	174,150.01	-174,150.01		
03/01/2029	10,320,000	174,150.01	10,494,150.01		10,494,150.01	10,494,150.01
	10,320,000	1,242,270.07	11,562,270.07	-1,068,120.06	10,494,150.01	10,494,150.01

NET DEBT SERVICE

General Obligation Temporary Notes
Series 2025
-FINAL-
Industrial Park

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2026		70,093.13	70,093.13	-70,093.13		
09/01/2026		61,846.88	61,846.88	-61,846.88		
03/01/2027		61,846.88	61,846.88	-61,846.88		
09/01/2027		61,846.88	61,846.88	-61,846.88		
03/01/2028		61,846.88	61,846.88	-61,846.88		
09/01/2028		61,846.88	61,846.88	-61,846.88		
03/01/2029	3,665,000	61,846.88	3,726,846.88		3,726,846.88	3,726,846.88
	3,665,000	441,174.41	4,106,174.41	-379,327.53	3,726,846.88	3,726,846.88

NET DEBT SERVICE

General Obligation Temporary Notes
Series 2025
-FINAL-
KDOT

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2026		41,023.13	41,023.13	-41,023.13		
09/01/2026		36,196.88	36,196.88	-36,196.88		
03/01/2027		36,196.88	36,196.88	-36,196.88		
09/01/2027		36,196.88	36,196.88	-36,196.88		
03/01/2028		36,196.88	36,196.88	-36,196.88		
09/01/2028		36,196.88	36,196.88	-36,196.88		
03/01/2029	2,145,000	36,196.88	2,181,196.88		2,181,196.88	2,181,196.88
	2,145,000	258,204.41	2,403,204.41	-222,007.53	2,181,196.88	2,181,196.88

NET DEBT SERVICE

General Obligation Temporary Notes
Series 2025
-FINAL-
Recreational Improvements

Date	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
03/01/2026		86,253.75	86,253.75	-86,253.75		
09/01/2026		76,106.25	76,106.25	-76,106.25		
03/01/2027		76,106.25	76,106.25	-76,106.25		
09/01/2027		76,106.25	76,106.25	-76,106.25		
03/01/2028		76,106.25	76,106.25	-76,106.25		
09/01/2028		76,106.25	76,106.25	-76,106.25		
03/01/2029	4,510,000	76,106.25	4,586,106.25		4,586,106.25	4,586,106.25
	4,510,000	542,891.25	5,052,891.25	-466,785.00	4,586,106.25	4,586,106.25

BOND SUMMARY STATISTICS

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

Dated Date	08/07/2025
Delivery Date	08/07/2025
Last Maturity	03/01/2029
Arbitrage Yield	3.200230%
True Interest Cost (TIC)	3.342004%
Net Interest Cost (NIC)	3.344720%
All-In TIC	3.672151%
Average Coupon	3.375000%
Average Life (years)	3.567
Weighted Average Maturity (years)	3.567
Duration of Issue (years)	3.391
Par Amount	10,320,000.00
Bond Proceeds	10,347,141.60
Total Interest	1,242,270.07
Net Interest	1,231,124.47
Total Debt Service	11,562,270.07
Maximum Annual Debt Service	10,668,300.02
Average Annual Debt Service	3,241,757.96
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	1.550000
Total Underwriter's Discount	1.550000
Bid Price	100.108000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
	10,320,000.00	100.263	3.375%	3.567	1,548.00
	10,320,000.00			3.567	1,548.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,320,000.00	10,320,000.00	10,320,000.00
+ Accrued Interest			
+ Premium (Discount)	27,141.60	27,141.60	27,141.60
- Underwriter's Discount	-15,996.00	-15,996.00	
- Cost of Issuance Expense		-113,025.54	
- Other Amounts			
Target Value	10,331,145.60	10,218,120.06	10,347,141.60
Target Date	08/07/2025	08/07/2025	08/07/2025
Yield	3.342004%	3.672151%	3.200230%

BOND PRICING

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

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
	03/01/2029	10,320,000	3.375%	3.200%	100.263 C	27,141.60
		10,320,000				27,141.60

Dated Date	08/07/2025	
Delivery Date	08/07/2025	
First Coupon	03/01/2026	
Par Amount	10,320,000.00	
Premium	27,141.60	
Production	10,347,141.60	100.263000%
Underwriter's Discount	-15,996.00	-0.155000%
Purchase Price	10,331,145.60	100.108000%
Accrued Interest		
Net Proceeds	10,331,145.60	



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 8, 2025

Session: Study Session

Topic: Continued Discussion - Recommended Agenda Structure and Item Progression Process

Department: Administration

Staff Contact: Interim City Manager

Background:

At the November 24, 2025 City Commission meeting, staff presented information regarding City Code §1-105 and the structure of regular meetings and study sessions. During that discussion, the Commission reviewed how agenda items are currently placed and how study sessions are intended to function under the Code. The Commission expressed interest in clarifying and potentially revising the process by which items move from initial introduction to formal action, and requested that staff return with a recommended framework, a sample agenda, and a visual example of how items would flow through the process.

City Code §1-105 establishes that the City Commission meets at 4:00 p.m. on the second and fourth Mondays of each month to conduct formal business and may hold a study session following adjournment of the regular meeting. The Code prohibits formal action during study sessions and assigns responsibility to the City Manager for determining the content and conduct of those sessions. The discussion on November 24 highlighted that the current structure—particularly the presence of discussion items within the regular meeting and a separate study session—can create uncertainty about where items belong, when they should be evaluated, and when they are ready for action.

In response, staff developed a recommended agenda structure and item-progression process aligned with Robert's Rules of Order and common municipal best practices. This suggested framework provides clear distinctions between New Business (item introduction), Study Session (in-depth review and analysis), and Unfinished Business (formal action). It is designed to reduce redundancy, improve transparency, and create a predictable lifecycle for each agenda item. A detailed process guide was prepared to explain how items would move from introduction to study and then to action.

As requested by the Commission, staff also prepared sample agendas illustrating how a regular meeting and subsequent study session would be organized under the recommended structure. These examples show how items would be introduced, assigned for additional discussion when necessary, and returned for formal action once ready.

The recommended agenda process is presented for Commission review and discussion, along with sample agendas and supporting documentation demonstrating the proposed workflow.

Funding Source: N/A

City Attorney Review: N/A

Options: For review and discussion

Recommendation: For review and discussion

1-105. Meetings.

(a) The Governing Body shall meet regularly at 4:00 pm on the second and fourth Mondays of each month for the purpose of conducting formal public meetings for all business of the city. If a regular meeting date shall fall on a holiday, the meeting shall be held on the immediately following Tuesday. The Governing Body shall hold such adjourned and special meetings deemed necessary from time to time. The Governing Body shall determine the order of business at all meetings.

(b) The Governing Body may hold a study session meeting on the second and fourth Mondays of each month following the recess or adjournment of the formal public meeting. No formal action on any subject may be taken during a study session. Study session meetings shall start at least 15 minutes following the recess or adjournment of the formal public meeting, but no sooner than 4:30 pm. It shall be the duty and responsibility of the City Manager to determine the manner of staff attendance, content and conduct of the study session.

(Ord. 3016; Ord. 3123; Ord. 3349; Ord. 3356; Ord. 3429)



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
December 8, 2025 – 4:00 p.m.

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Consent Agenda
 - a. Approval of minutes
 - b. Approval of appropriations ordinance
6. Public Comments and Communications
7. Unfinished Business
 - a. Ordinance No. 251208-1 Amending City Code
 - b. Contract Approval – ACME Manufacturing
8. New Business
 - a. Revisions to the 2025 Water Conservation Plan
 - Brief overview by Public Works Direction
 - Commission questions
 - Commission direction: advance to Unfinished Business or assign to Study Session
 - b. Introduction of Ordinance: Adopting Standard Traffic Ordinance
 - Overview of proposed ordinance
 - Commission questions
 - Commission direction: advance to Unfinished Business or assign to Study Session
9. City Manager and Staff Reports
10. Adjournment of Regular Meeting



ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE CITY HALL, 419 N. BROADWAY STREET

December 8, 2025 – 15 minutes following adjournment of the regular meeting

A. Study Session Item No. 1: Comprehensive Economic Development Incentives Policy

Detailed review of policy, application requirements, and cost-recovery structure

Discussion only; no votes

B. Study Session Item No. 2: Utilities Code Updates Related to City Engineer Responsibilities

Deeper analysis and Q&A

Staff direction recorded

C. Study Session Item No. 3: Future Agenda Planning

Review of upcoming items and scheduling

Recommended Agenda Item Process Guide

As part of the proposed updates to the City’s meeting structure, staff is recommending a clearer, more transparent process for how items advance through Commission consideration. Under this recommended framework, each agenda item would follow a defined path—beginning with introduction under New Business, moving to Study Session when additional discussion is needed, and action taken or returning under Unfinished Business when extra time is desired for consideration before formal action.

The following guide outlines how this recommended process would function to ensure consistent review, informed decision-making, and improved public understanding.

Introduction Under New Business

New items first appear on the Regular Meeting agenda under New Business. At this stage:

- Staff gives an overview of the item.
- Commissioners may ask clarifying questions.
- No extended debate or action takes place.

Purpose: Introduce the topic and determine next steps.

Determining the Path Forward

After the introduction, the Commission decides on one of three paths:

A. Ready for Action

If the item is straightforward and requires no additional study, the commission may take action.

B. If more time is needed for consideration, it is scheduled for the next regular meeting under Unfinished Business for formal action.

C. Needs More Review

If the item requires deeper analysis or discussion, it moves to the Study Session for further review.

Study Session (Discussion Only)

Study Sessions occur after the adjournment of each Regular Meeting.

These sessions allow Commissioners and staff to:

- Review background information
- Explore options and alternatives
- Discuss implications, costs, and impacts
- Ask detailed questions

Important: No formal votes or decisions are taken during a Study Session.

Return as Unfinished Business

Once the Commission has sufficient information and the item is ready for decision, it returns to a future Regular Meeting under Unfinished Business.

At this stage:

- Staff provides the final presentation
- Commissioners deliberate
- Formal action is taken

Benefits of This Structure

This process:

- Ensures clarity between discussion and decision
- Provides transparency for the public
- Creates predictable steps for staff and Commissioners
- Reduces duplicated discussion
- Supports informed, deliberate decision-making
- Aligns with recommended municipal best practices and Robert's Rules of Order