



**ABILENE CITY COMMISSION
REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
MARCH 9, 2026 - 4:00 PM**

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT

www.abilenecityhall.com/watchlive

- 1. Call to Order**
- 2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg**
- 3. Pledge of Allegiance**
- 4. Approval of the Agenda for the March 9, 2026, 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 February 23, 2026, Regular Meeting
- b. Meeting Minutes for February 25, 2026, Special Meeting
- c. Meeting Minutes for March 2, 2026, Special Meeting
- d. Appropriation Ordinance A-030926-26
- e. AP Payment Register

6. Public Comments and Communications

- a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
- b. Proclamation — Omitama, Japan, Celebrating 20 Years

7. Presentations

- a. 2025 Financial Review and Outlook - Finance Director Briand

8. Unfinished Business

- a. Resolution No. 030926-1, A RESOLUTION ADOPTING AN AMENDED AND RESTATED COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS. - Deputy City Manager/Community Development Director Zook
- b. Discussion and possible action regarding the Reallocation of Series 2025 General Obligation Temporary Note Proceeds to Address Deferred Capital Project.- Interim City Manager Quinday
- c. Consider approval of a bid from Wuthnow Heating & Air, Inc. in the amount of \$132,491.61 for the replacement of the air conditioning units, including hail guards to protect the units, at the Abilene Community Center. - Facilities Maintenance Alvarez

9. New Business

- a. Presentation of Sewer Utility Rate Study and Financial Recommendations. - Beth Warren, Kansas Municipal Utilites
- b. Discussion and possible action regarding repealing the current Industrial Land Policy. - Interim City Manager Quinday
- c. Presentation of Property and Casualty Insurance Renewal Options and Premiums. - Kyle Becker, Smart Insurance

10. Department Reports

- a. Sports Complex Project Update - Parks and Recreation Director Timbrook
- b. Buckeye Project (CCLIP 1 and 2) Project Update - Public Works Director Anderson
- c. Industrial Park Project Update — Public Works Director Anderson

11. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the March 9, 2026, City Commission Meeting.

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk



**ABILENE CITY COMMISSION MEETING MINUTES
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
FEBRUARY 23, 2026, 4:00 PM
ABILENE, KANSAS**

1. Call to Order

2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg

Present: Mayor Rein, Commissioner Taylor, Commissioner Kollhoff (via Zoom), Commissioner Meysenburg, and Commissioner Lytle

Staff Present: City Clerk/Human Resources Director Mohr, Finance Director Briand, Public Works Director Anderson, Administrative Manager-Community Development Olson, Police Chief Wilkins, Assistant Fire Chief Stuck, Deputy City Manager/Community Development Director Zook and City Attorney Martin.

3. Pledge of Allegiance

4. Approval of the Agenda for the February 23, 2026, Regular Meeting

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

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 February 9, 2026, Regular Meeting
- b. Meeting Minutes for February 18, 2026, Special Meeting
- c. Appropriation Ordinance A-022326-1
- d. AP Payment Register - 022326

Motion by Commissioner Taylor, seconded by Commissioner Meysenburg, to approve the Consent Agenda as presented. Roll call vote: Kollhoff YES, Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 5-0.

6. Public Comments and Communications

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.

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

Hank Royer, 309 N. Vine, was planning to ask about the drainage under the railroad tracks. He will discuss that when Interim City Manager Quinday returns. He asked about the CCLIP project downtown and inquired why there are storm drain improvements included when there are no issues with drainage in that area. He also inquired about the damage in the Civic Center parking lot from the roofing company that was working in the area.

7. Unfinished Business

- a. Consider approval of Resolution No. 022326-1, A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS TO BE KNOWN AS THE "SCOOTERS 1406 N. BUCKEYE AVE. COMMUNITY IMPROVEMENT DISTRICT" AND THE LEVY OF A 1.0% COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve Resolution No. 022326-1, A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS TO BE KNOWN AS THE "SCOOTERS 1406 N. BUCKEYE AVE. COMMUNITY IMPROVEMENT DISTRICT" AND THE LEVY OF A 1.0% COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT. Roll call vote: Lytle YES, Meysenburg YES, Taylor YES, Kollhoff YES, Rein YES. The motion carried 5-0.

8. New Business

- a. Consider approval of Ordinance No. 26-3473, AN ORDINANCE AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR IN A SPECIFIED PORTION OF THE PUBLIC ALLEY BETWEEN N. BROADWAY STREET AND N. SPRUCE STREET IN ABILENE, KANSAS, AND APPROVING THE TEMPORARY CLOSURE OF THE ALLEY IN CONNECTION WITH CERTAIN SPECIAL EVENTS HOSTED BY RACKETS TAP HOUSE, INC.

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve Ordinance No. 26-3473, AN ORDINANCE AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR IN A SPECIFIED PORTION OF THE PUBLIC ALLEY BETWEEN N. BROADWAY STREET AND N. SPRUCE STREET IN ABILENE, KANSAS, AND APPROVING THE TEMPORARY CLOSURE OF THE ALLEY IN CONNECTION WITH CERTAIN SPECIAL EVENTS HOSTED BY RACKETS TAP HOUSE, INC. Roll call vote: Meysenburg YES, Taylor YES, Kollhoff YES, Lytle YES, Rein YES. The motion carried 5-0.

9. Department Reports

- a. Community Development Code Violation Report - January 2026
- b. Community Development Permit Summary Report — January 2026
- c. CVB and Transient Guest Tax Reports-January 2026
- d. Fire Department January 2026
- e. Police Department Report-January 2026
- f. Public Works Report - January 2026
- g. Recycling and Tree Board 2025 Reports

10. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the February 23, 2026, City Commission Meeting.

Motion by Commissioner Lytle, seconded by Commissioner Meysenburg, to adjourn the February 23, 2026, City Commission meeting.

The motion and the second were withdrawn.

Jaylan Alexander, DVACK Youth Mentor Advocate, read a proclamation for February 2026 as Teen Dating Violence Awareness Month.

Motion by Commissioner Taylor, seconded by Commissioner Meysenburg, to adjourn the February 23, 2026, City Commission Meeting at 4:27 pm.

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk

UNAPPROVED



**ABILENE CITY COMMISSION MEETING MINUTES
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
FEBRUARY 25, 2026, 4:00 PM
ABILENE, KANSAS**

1. Call to Order

2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg

Present: Mayor Rein, Commissioner Taylor, Commissioner Kollhoff, Commissioner Lytle, and Commissioner Meysenburg, who arrived at 4:45 pm.

Commissioner Kollhoff left the meeting at 5:38 pm. He rejoined via Zoom at 5:45 pm and left the Zoom meeting at 6:23 pm.

Staff present: City Clerk/Human Resources Director Mohr.

3. Pledge of Allegiance

4. Approval of the Agenda for the February 25, 2026, City Commission Special Meeting

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

5. Executive Session

- a. I move the City Commission recess into executive session for _____ minutes to interview and discuss individual applicants for the City Manager position, pursuant to K.S.A. 75-4319(b)(1), based upon the need to discuss personnel matters of non-elected personnel. The open meeting will resume in this room at ____pm.

Motion by Mayor Rein, seconded by Commissioner Taylor, to recess into executive session for 2 hours and 29 minutes to interview and discuss individual applicants for the City Manager position, pursuant to K.S.A. 75-4319(b)(1), based upon the need to discuss personnel matters of non-elected personnel. The open public meeting will resume in this room at 6:30 pm. Roll call vote: Taylor YES, Kollhoff YES, Lytle YES, Rein YES. The motion carried 4-0.

The regular meeting resumed at 6:32 pm.

Motion by Commissioner Taylor, seconded by Commissioner Meysenburg, to return into executive session for 10 minutes to interview and discuss individual applicants for the City Manager position, pursuant to K.S.A. 75-4319(b)(1), based upon the need to discuss personnel matters of non-elected personnel. The open public meeting will resume in this room at 6:42 pm. Roll call vote: Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 4-0.

The executive session included the Commissioners present, John Deardoff (via Zoom), and the community members on the search committee: Marcus Rothchild, Elizabeth Weese, Cassy Wilson, Dana Sprinkle, and Natalie Muruato. Ross Taplin was unable to attend due to a prior commitment.

6. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the February 25, 2026, City Commission Special Meeting.

Motion by Commissioner Lytle, seconded by Commissioner Meysenburg, to adjourn the February 25, 2026, City Commission Special Meeting at 6:51 pm. Roll call vote: Meysenburg YES, Taylor YES, Lytle YES, Rein YES. The motion carried 4-0.

{Signature page follows}

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk

UNAPPROVED



**ABILENE CITY COMMISSION MEETING MINUTES
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
MARCH 2, 2026, 4:00 PM
ABILENE, KANSAS**

1. Call to Order

2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg

City Commission Present: Mayor Brandon Rein, City Commissioner Cy Taylor, City Commissioner John Kollhoff, City Commissioner Amy Meysenburg, City Commissioner Debbie Lytle

Staff Present: Deputy City Manager/Community Development Director Zook, City Clerk/Human Resources Director Mohr, City Attorney Martin, Parks and Recreation Director Timbrook, Police Chief Wilkins, and Administrative Manager-Community Development Olson.

3. Pledge of Allegiance

4. Approval of the Agenda for the March 2, 2026, City Commission Special Meeting

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve the agenda for the March 2, 2026, City Commission Special Meeting. Roll call vote: Taylor YES, Kollhoff YES, Lytle YES, Meysenburg YES, Rein YES. The motion carried 4-0.

5. Executive Session

- a. I move the City Commission recess into executive session for _____ minutes to discuss individual applicants for the City Manager position, pursuant to K.S.A. 75-4319(b)(1), based upon the need to discuss personnel matters of non-elected personnel. The open meeting will resume in this room at _____ p.m.

Motion by Commissioner Kollhoff, seconded by Commissioner Taylor, to recess into executive session for 30 minutes to discuss individual applicants for the City Manager position, pursuant to K.S.A. 75-4319(b)(1), based upon the need to discuss personnel matters of non-elected personnel. The open meeting will resume in this room at 4:33 p.m. Roll call vote: Kollhoff YES, Lytle YES, Meysenburg YES, Taylor

YES, Rein YES. The motion carried 5-0.

The executive session included the Commissioners present, City Attorney Martin, John Deardoff (via Zoom), and the community members on the search committee: Marcus Rothchild, Elizabeth Weese, Cassy Wilson, Ross Taplin, and Natalie Muruato.

The regular meeting resumed at 4:36 pm.

No action was taken in executive session.

- b. Possible public action to follow in relation to the city manager search process.

No action was taken.

6. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the March 2, 2026, City Commission Special Meeting.

Motion by Commissioner Kollhoff, seconded by Commissioner Taylor, to adjourn at 4:36 pm. Roll call vote: Lytle YES, Meysenburg, YES, Taylor YES, Kollhoff YES, Rein YES. The motion carried 5-0.

{Signature Page Follows}

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk

UNAPPROVED

CITY OF ABILENE ACCOUNTS PAYABLE

APPROPRIATION ORDINANCE A-030926-26

02/17/2026 - 03/03/2026

Fund #	Fund Name	Amount
01	GENERAL FUND	\$ 57,520.98
02	WATER FUND	\$ 38,686.54
03	RECYCLING FUND	\$ 6,166.67
04	SEWER FUND	\$ 4,355.13
05	AIRPORT FUND	\$ 42.34
06	BOND & INTEREST	\$ -
07	FIRE APPARATUS FUND	\$ -
08	SPECIAL PARKS & RECREATION	\$ 447.94
09	SPECIAL ALCOHOL & DRUG FUND	\$ -
10	SELF-INSURED HEALTH ACCOUNT	\$ -
11	LIBRARY FUND	\$ -
13	TOURISM & CONVENTION FUND	\$ 8,385.88
14	SPECIAL STREET FUND	\$ 16.45
15	RECREATION COMMISSION	\$ 2,883.23
18	CAPITAL IMPROVEMENT PLAN	\$ -
20	EQUIPMENT RESERVE FUND	\$ -
24	FRIENDS OF THE PARK	\$ -
27	STORM DRAINAGE	\$ -
28	EQUIPMENT RESERVE - WATER	\$ -
29	EQUIPMENT RESERVE - SEWER	\$ -
32	PUBLIC BUILDING COMMISSION	\$ -
35	SALES TAX - RECREATION FACILITIES	\$ 54,743.75
36	SPECIAL REVENUE - LIB/POOL	\$ -
37	SALES TAX - STREET MAINTENANCE	\$ -
38	CID SALES TAX FUND	\$ 21,224.35
39	RURAL HOUSING INCENTIVE DISTRICT	\$ 5,321.67
40	INDUSTRIAL PARK EXPANSION	\$ -
41	CCLIP - BUCKEYE PROJECT	\$ 8,977.25
42	CAPITALIZED INTEREST - TEMP NOTES	\$ -
44	KS FIGHTS ADDICTION FUND	\$ -
46	LAND BANK FUND	\$ -
47	SISTER CITY SCHOLARSHIP FUND	\$ -
48	TREE BOARD PROGRAM	\$ -
50	MUNICIPAL COURT BONDS	\$ -
	TOTALS	\$ 208,772.18



Abilene, KS

Payment Register

APPKT00813 - BILLS 022026 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01294</u>	BRUCKNER TRUCK SALES, INC					1,059.94
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		CORPORATE BILLING DEPT 100 PO BOX 830604 BIRMINGHAM, Alabama 35283		02/19/2026	1,059.94	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>XA138006187 02</u>	PARTS FOR DUMP TRUCK #18	02/03/2026	02/20/2026	0.00	259.67	
<u>XA138006222 01</u>	SPRING	02/04/2026	02/20/2026	0.00	850.00	
<u>XA138006317 01</u>	REFUND U BOLT	02/11/2026	02/11/2026	0.00	-49.73	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000699</u>	CATLETT AUTOMOTIVE INC					214.56
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount
Check		PO BOX 1045			02/19/2026	214.56
		ULYSSES, Kansas 67880				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>233197</u>	BATTERY FOR 2023 WATER TRUCK	02/10/2026	02/20/2026	0.00	165.41	
<u>233208</u>	DRILL BITS	02/10/2026	02/20/2026	0.00	16.45	
<u>233249</u>	OIL FILTER	02/10/2026	02/20/2026	0.00	32.70	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2					248.52
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount
Check		PO BOX 88005			02/19/2026	248.52
		CHICAGO, Illinois 60680-1005				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4259712277</u>	UNIFORM SERVICE WTP	02/16/2026	02/20/2026	0.00	57.33	
<u>4259723373</u>	UNIFORM SERVICE WWTP	02/16/2026	02/20/2026	0.00	55.68	
<u>4259723479</u>	UNIFORM SERVICE	02/16/2026	02/20/2026	0.00	135.51	

Vendor Number	Vendor Name					Total Vendor Amount
4130	DENNY'S PLUMBING & HEATING					622.94
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount
Check		1618 NW 4TH ABILENE, Kansas 67410			02/19/2026	622.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5054	BALL VALVES AT POOL	02/10/2026	02/20/2026	0.00	622.94	

Vendor Number	Vendor Name						Total Vendor Amount
4370	DON'S TIRE & SUPPLY						28.50
Payment Type	Payment Number	Remittance Address				Payment Date	Payment Amount
Check		PO BOX 397				02/19/2026	28.50
		ABILENE, Kansas 67410					
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
330944		FLAT REPAIR	02/11/2026	02/20/2026	0.00	28.50	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01163</u>	DRIVER DQ INC					83.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		312 TUTTLE CREEK BLVD MANHATTAN, Kansas 66502		02/19/2026	83.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Z3NJIBJD-0011</u>	19 CLASS 1 CDL CMV	02/16/2026	02/20/2026	0.00	83.00	

Payment Register

APPKT00813 - BILLS 022026 KE

Vendor Number	Vendor Name					Total Vendor Amount
1000843	EMPOWER FAMILY HEALTH AMERICAL LC					178.70
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		7309 E 21ST ST N., STE 110 WICHITA, Kansas 67206	02/19/2026	178.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 021626	ADMIN SERVICES & MONTHLY COMPLIANCE FEE	02/16/2026	02/20/2026	0.00	178.70	
Vendor Number	Vendor Name					Total Vendor Amount
6240	FOLEY INDUSTRIES					1,672.57
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2225 N OHIO ST SALINA, Kansas 67401	02/19/2026	1,672.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PC030016861	EDGE	01/31/2026	01/31/2026	0.00	-2,748.85	
PS030109490	EDGE	01/27/2026	02/20/2026	0.00	1,480.15	
PS030109555	CUTTING EDGE	01/29/2026	02/20/2026	0.00	2,941.27	
Vendor Number	Vendor Name					Total Vendor Amount
7120	GINDER HYDRAULIC, L.C.					1,255.27
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1218 N 9TH SALINA, Kansas 67401	02/19/2026	1,255.27		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S174455	REP DUMP TRIAL	02/17/2026	02/20/2026	0.00	1,255.27	
Vendor Number	Vendor Name					Total Vendor Amount
1000922	JENNE, DALLAS					160.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1700 NW 14TH ABILENE, Kansas 67410	02/19/2026	160.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
839112	REPAIR ON GATOR	02/10/2026	02/20/2026	0.00	160.00	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01300	KONNOR WEBER					113.10
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		419 N BROADWAY ABILENE, Kansas 67410	02/19/2026	113.10		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 021726	MILEAGE TO KLETG	02/17/2026	02/20/2026	0.00	113.10	
Vendor Number	Vendor Name					Total Vendor Amount
23110	LUMBER HOUSE TRUE VALUE					11.73
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1903 N BUCKEYE ABILENE, Kansas 67410	02/19/2026	11.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2602-077116	SAFETY SP/BOLTS	02/09/2026	02/18/2026	0.00	11.73	
Vendor Number	Vendor Name					Total Vendor Amount
13008	MAC - MCCONNELL & ASSOCIATES CORP					2,478.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1225 IRON ST NORTH KANSAS CITY, Missouri 64116	02/19/2026	2,478.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2602-125753	UPM COLD PATCH	02/06/2026	02/20/2026	0.00	2,478.00	

Payment Register
APPKT00813 - BILLS 022026 KE

Vendor Number	Vendor Name					Total Vendor Amount
999838	MUNICIPAL SUPPLY, INC					657.50
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		1550 NE 51ST AVE DES MOINES, Iowa 50313		02/19/2026	657.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
967543-IN	CORP STOP CTS TUBE	02/13/2026	02/20/2026	0.00	657.50	
Vendor Number	Vendor Name					Total Vendor Amount
1000227	NEW BOSTON CREATIVE GROUP, LLC					7,850.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		315 HOUSTON ST, STE E MANHATTAN, Kansas 66502		02/19/2026	7,850.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006071	2026 Visitors Guide Design	02/18/2026	02/18/2026	0.00	7,850.00	
Vendor Number	Vendor Name					Total Vendor Amount
14840	O.C.C.K., INC					6,166.67
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		P.O. BOX 1160 SALINA, Kansas 67402-1160		02/19/2026	6,166.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006037	January 2026 Labor - Recycling Center	02/17/2026	02/17/2026	0.00	6,166.67	
Vendor Number	Vendor Name					Total Vendor Amount
16021	PACE ANALYTICAL SERVICES, INC					388.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056		02/19/2026	388.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2660241914	ANALYTICAL CHARGES	02/10/2026	02/20/2026	0.00	388.00	
Vendor Number	Vendor Name					Total Vendor Amount
16195	PIONEER FARM & RANCH SPLY, INC					162.93
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 309 ABILENE, Kansas 67410		02/19/2026	162.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12638	NIPPLE & BALL VALVE	02/10/2026	02/20/2026	0.00	23.97	
12659	SPRAYER PUMP	02/11/2026	02/20/2026	0.00	99.99	
12700	FLAG MARK/MARKING LIME	02/13/2026	02/20/2026	0.00	38.97	
Vendor Number	Vendor Name					Total Vendor Amount
18298	RUSH TRUCK CENTER					55.39
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		1944A NORTH 9TH ST SALINA, Kansas 67401		02/19/2026	55.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3044938675	WINDSHIELD WIPER ARM & WIPER	02/12/2026	02/20/2026	0.00	55.39	
Vendor Number	Vendor Name					Total Vendor Amount
19180	SALINA SUPPLY CO					70.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 5100 SALINA, Kansas 67402-5100		02/19/2026	70.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S100299012.001	FERNCO COUPLING	02/04/2026	02/20/2026	0.00	70.00	

Payment Register

APPKT00813 - BILLS 022026 KE

Vendor Number	Vendor Name					Total Vendor Amount	
<u>999901</u>	SECURE SHRED, LLC					110.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		2215 SW ARVONIA PLACE TOPEKA, Kansas 66614	02/19/2026	110.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2526</u>	MONTHLY SHREDDING	02/18/2026	02/20/2026	0.00	110.00		
<u>1000318</u>	SITEONE LANDSCAPE SUPPLY HOLDING, LLC					2,606.76	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		24110 NETWORK PLACE CHICAGO, Illinois 60673-1241	02/19/2026	2,606.76			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0006072</u>	CLAY FOR BALLFIELD SEASON	02/18/2026	02/18/2026	0.00	2,606.76		
<u>999925</u>	THE WHITE CORPORATION, INC					35.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		C/O WHITE CORPORATION PO BOX DRAWER C EMPORIA, Kansas 66801	02/19/2026	35.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>293849</u>	ORD 26-3472	02/10/2026	02/20/2026	0.00	35.00		
<u>11221</u>	VERIZON WIRELESS SERVICE LLC					1,934.78	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 16810 NEWARK, New Jersey 07101-6810	02/19/2026	1,934.78			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>6135402839</u>	CELL PHONE BILL	02/07/2026	02/20/2026	0.00	1,934.78		
<u>22021</u>	VISA - UMB PUBLIC WORKS					2,917.78	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		CARD SERVICES PO BOX 875852 KANSAS CITY, Missouri 64187-5852	02/19/2026	2,917.78			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 020226 PW</u>	JAN 2026 CC CHARGES	02/02/2026	02/20/2026	0.00	2,917.78		
<u>23129</u>	WEIS FIRE & SAFETY EQUIPMENT					33.90	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 3467 SALINA, Kansas 67402-3467	02/19/2026	33.90			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>199517</u>	TRAC LOK & SCREW PACK	02/07/2026	02/20/2026	0.00	33.90		
<u>1000852</u>	XEROX FINANCIAL SERVICES					115.01	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 13604 PHILADELPHIA, Pennsylvania 19101-3604	02/19/2026	115.01			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>41570208</u>	MONTHLY CONTRACT PAYMENT	02/05/2026	02/20/2026	0.00	115.01		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	37	27	0.00	31,230.55
Packet Totals:		37	27	0.00	31,230.55

K2
2/19/26

Kb
02/19/26

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-31,230.55
Packet Totals:		-31,230.55



Abilene, KS

Payment Register

APPKT00819 - BILLS 022726 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01294</u>	BRUCKNER TRUCK SALES, INC					991.99
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		CORPORATE BILLING DEPT 100 PO BOX 830604 BIRMINGHAM, Alabama 35283		02/25/2026	991.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>XA138006357 01</u>	U-BOLTS/NUTS & WASHERS/SPRING/PENRAY	02/18/2026	02/27/2026	0.00	991.99	

Vendor Number	Vendor Name					Total Vendor Amount
1000699	CATLETT AUTOMOTIVE INC					67.02
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 1045		02/25/2026	67.02	
		ULYSSES, Kansas 67880				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
233968	HEADLIGHT HARNESS	02/19/2026	02/27/2026	0.00	34.98	
233997	KNOTTED CUP BRUSH	02/19/2026	02/27/2026	0.00	23.74	
234084	CHUCK	02/20/2026	02/27/2026	0.00	8.30	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000892</u>	CBK INC					57.84
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		3615 SW 29TH ST TOPEKA, Kansas 66614		02/25/2026	57.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2026-01-30-LC517-3-C</u>	COLLECTION FEES JAN 2026	01/30/2026	02/27/2026	0.00	57.84	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2					248.71
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 88005		02/25/2026	248.71	
		CHICAGO, Illinois 60680-1005				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4260472340</u>	UNIFORM SERVICE WTP	02/23/2026	02/27/2026	0.00	57.33 	
<u>4260483864</u>	UNIFORM SERVICE WWTP	02/23/2026	02/27/2026	0.00	55.87 	
<u>4260484105</u>	UNIFORM SERVICE	02/23/2026	02/27/2026	0.00	135.51 	

Vendor Number	Vendor Name					Total Vendor Amount
<u>3300</u>	CLARK, MIZE & LINVILLE CHARTERED					6,767.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 380		02/25/2026	6,767.00	
		SALINA, Kansas 67402-0380				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>158571</u>	JAN 2026 LEGAL SERVICE	02/24/2026	02/27/2026	0.00	4,767.20	
<u>158572</u>	JAN 2026 GENERAL RETAINER	02/24/2026	02/27/2026	0.00	1,999.80	

Vendor Number	Vendor Name					Total Vendor Amount
3415	CONSOLIDATED WATER SOLUTIONS					18,760.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 24922		02/25/2026	18,760.00	
		OMAHA, Nebraska 68124				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006081	R/O UNIT MEMBRANECLEANERS, FILTERS & CHEMICALS	02/23/2026	02/23/2026	0.00	18,760.00	

Payment Register

APPKT00819 - BILLS 022726 KE

Vendor Number	Vendor Name					Total Vendor Amount
4130	DENNY'S PLUMBING & HEATING					351.01
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1618 NW 4TH ABILENE, Kansas 67410	02/25/2026	351.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5066	DIAGNOSTICE FEE/EPOXY TAP/PVC CAP	02/16/2026	02/27/2026	0.00	351.01	
Vendor Number	Vendor Name					Total Vendor Amount
4370	DON'S TIRE & SUPPLY					774.96
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 397 ABILENE, Kansas 67410	02/25/2026	774.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
331264	TIRES	02/18/2026	02/27/2026	0.00	774.96	
Vendor Number	Vendor Name					Total Vendor Amount
999846	GALLS, LLC					211.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 505614 ST. LOUIS, Missouri 63150-5614	02/25/2026	211.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
34149609	HOLSTER & BOOTS	02/20/2026	02/27/2026	0.00	211.50	
Vendor Number	Vendor Name					Total Vendor Amount
1000880	HEARTLAND HOUSING PARTNERS, LLC					5,321.67
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		C/O ROSS VOGEL 1911 ROMANY RD MISSION HILLS, Kansas 66208	02/25/2026	5,321.67		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 022326	2025 RHID DISTRIBUTION	02/23/2026	02/27/2026	0.00	5,321.67	
Vendor Number	Vendor Name					Total Vendor Amount
1000435	INVORG INC					1,526.40
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DBA MUNILOGIC 1515 MARKET STREET, STE 1200 PHILADELPHIA, Pennsylvania 19102	02/25/2026	1,526.40		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2053	MARCH 2026 MONTHLY SOFTWARE SUBSCRIPTION	02/19/2026	02/27/2026	0.00	1,526.40	
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 RUSSELL, Kansas 67665	02/25/2026	7,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 022026	INTERIM CITY MANAGER WEEK FEB 23RD THRU MARCH 2	02/20/2026	02/27/2026	0.00	7,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
1350	KAP PHILLIPS CO					320.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		206 S BUCKEYE ABILENE, Kansas 67410	02/25/2026	320.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
19613	PEST CONTROL	02/04/2026	02/27/2026	0.00	230.00	
20348	MONTHLY PEST CONTROL	02/16/2026	02/27/2026	0.00	90.00	

Payment Register

APPKT00819 - BILLS 022726 KE

Vendor Number	Vendor Name					Total Vendor Amount	
<u>23105</u>	KM HOLDINGS III, LLC					157.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1912 OLD US 40 JUNCTION CITY, Kansas 66441	02/25/2026	157.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>19</u>	CAR WASHES	02/19/2026	02/27/2026	0.00	157.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>23110</u>	LUMBER HOUSE TRUE VALUE					88.48	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1903 N BUCKEYE ABILENE, Kansas 67410	02/25/2026	88.48			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2602-079188</u>	HOSE WALL BUTLER/TAP CON	02/18/2026	02/27/2026	0.00	50.98		
<u>2602-079608</u>	EXT WIND WAND/HARDWARE	02/20/2026	02/27/2026	0.00	26.51		
<u>2602-079654</u>	PSI GAUGE	02/20/2026	02/27/2026	0.00	10.99		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>13149</u>	MCMASTER-CARR SUPPLY CO.					201.45	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 7690 CHICAGO, Illinois 60680-7690	02/25/2026	201.45			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>60238292</u>	AJD FORCE GAS SPRING	02/20/2026	02/27/2026	0.00	201.45		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>999623</u>	METRO COURIER, INC					62.38	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 175 WICHITA, Kansas 67201	02/25/2026	62.38			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>80829</u>	KDHE POSTAGE	02/15/2026	02/27/2026	0.00	62.38		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>11227</u>	MIDWEST CONCRETE MATERIALS, INC					284.50	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 668 MANHATTAN, Kansas 66505-0668	02/25/2026	284.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>732564</u>	CONCRETE NW 11TH & CEDAR/3RD & MULBERRY	02/10/2026	02/27/2026	0.00	284.50		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>1000988</u>	MUNICIPAL SOLID WASTE LANDFILL					219.50	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		PO BOX 736 SALINA, Kansas 67402-0736	02/25/2026	219.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>00786911</u>	CONSTRUCTION WASTE	02/18/2026	02/27/2026	0.00	92.50		
<u>00786938</u>	CONSTRUCTION WASTE	02/18/2026	02/27/2026	0.00	127.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>14840</u>	O.C.C.K., INC					17,851.75	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		P.O. BOX 1160 SALINA, Kansas 67402-1160	02/25/2026	17,851.75			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0006100</u>	OCCK QUARTERLY LOCAL MATCH - 2025 4TH QTR	02/23/2026	02/23/2026	0.00	17,851.75		

Payment Register

APPKT00819 - BILLS 022726 KE

Vendor Number	Vendor Name					Total Vendor Amount	
<u>12012</u>	ROASTER JOES, INC					136.38 ●	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		8225 W IRVING ST WICHITA, Kansas 67209	02/25/2026	136.38			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2064 3526983</u>	COFFEE	02/11/2026	02/27/2026	0.00	136.38		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>999978</u>	ROLLER-WEEKS, JULIE					362.33 ●	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		CITY BUILDING	02/25/2026	362.33			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 022626</u>	MILEAGE TO SOUTHERN TRAVELERS CONF & TIAK CONF	02/26/2026	02/27/2026	0.00	362.33		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>VEN01303</u>	SALINA TECH					4,964.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		2562 CENTENNIAL RD SALINA, Kansas 67401	02/25/2026	4,964.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV 021926</u>	TUITION HARGRAVE HA9789512	02/19/2026	02/27/2026	0.00	2,482.00 ●		
<u>INV 021926 X 2</u>	TUITION NEAL NE3984248	02/19/2026	02/27/2026	0.00	2,482.00 ●		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>1001056</u>	SCHUERMANN ENTERPRISES, INC					1,099.41 ●	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		3963 S HWY 97 #292 SAND SPRINGS, Oklahoma 74063	02/25/2026	1,099.41			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>5112</u>	TUBING KIT/FREE JAW	02/19/2026	02/27/2026	0.00	1,099.41		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	34	24	0.00	67,825.28
Packet Totals:		34	24	0.00	67,825.28

AP
2/27/26

V2
2/26/26

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-67,825.28
Packet Totals:		-67,825.28



Abilene, KS

Payment Register

APPKT00825 - BILLS 030326 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>1456</u>	AIR AND FIRE SYSTEMS INC					22.90
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 1546		03/02/2026	22.90	
		SALINA, Kansas 67402-1546				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>77218</u>	FIRE EXT. LEAKER	02/11/2026	03/03/2026	0.00	22.90	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000699</u>	CATLETT AUTOMOTIVE INC					56.06
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 1045		03/02/2026	56.06	
		ULYSSES, Kansas 67880				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>232247</u>	POWERATED BELT	01/28/2026	03/03/2026	0.00	19.31 	
<u>234353</u>	HYDRALIC FLUID	02/25/2026	03/03/2026	0.00	36.75 	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000174</u>	CHARLES SARGENT IRRIGATIONS, INC					11,250.00 #
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 367		03/02/2026	11,250.00	
		GENEVA, Nebraska 68361				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0006138</u>	Well #17 Rehabilitation	02/27/2026	02/27/2026	0.00	11,250.00	

Vendor Number	Vendor Name					Total Vendor Amount
999889	CHENEY DOOR COMPANY, INC					442.43
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		448 N FRONT ST		03/02/2026	442.43	
		SALINA, Kansas 67401				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
500243-IN	REPAIR PUBLIC WORKS DOOR	02/26/2026	03/03/2026	0.00	442.43	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01163</u>	DRIVER DQ INC					83.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		312 TUTTLE CREEK BLVD		03/02/2026	83.00	
		MANHATTAN, Kansas 66502				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>Z3NJIBJD-0010</u>	DEC 2025 BILLING	01/09/2026	03/02/2026	0.00	83.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000912</u>	GUFFEY PROPERTIES, LLC					3,048.33 ¢
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 39		03/02/2026	3,048.33	
		BELLE, Missouri 65013				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 022626</u>	FEB 2026 CID	02/26/2026	03/03/2026	0.00	3,048.33	

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APPKT00825 - BILLS 030326 KE

Vendor Number	Vendor Name					Total Vendor Amount
8400	HOLM AUTOMOTIVE CENTER					2,000.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 428 ABILENE, Kansas 67410	03/02/2026	2,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
RO # HAC395115	REPAIR 2014 FORD EXPLORER	02/26/2026	03/03/2026	0.00	1,000.00	
RO# HAC391599	REPAIR TO 2021 FORD POLICE INTERCEPTOR	02/26/2026	03/03/2026	0.00	1,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
1001045	LEGACY KANSAS, LLC					172.06
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		105 E LAFAYETTE ABILENE, Kansas 67410	03/02/2026	172.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 022626	FEB 2026 CID	02/26/2026	03/03/2026	0.00	172.06	
Vendor Number	Vendor Name					Total Vendor Amount
12125	LINDER ELECTRIC					2,102.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		310 SE 2ND ABILENE, Kansas 67410	03/02/2026	2,102.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
211200	SERVICE WIRE 2" VALVE @ REUSE WET WELL	02/25/2026	03/03/2026	0.00	2,102.50	
Vendor Number	Vendor Name					Total Vendor Amount
23110	LUMBER HOUSE TRUE VALUE					155.68
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1903 N BUCKEYE ABILENE, Kansas 67410	03/02/2026	155.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2602-080263	ELBOW/RINGS/NUTS	02/23/2026	03/03/2026	0.00	10.05	
2602-080269	ELS	02/23/2026	03/03/2026	0.00	5.69	
2602-080353	BOLTS/WASHERS/NUTS	02/24/2026	03/03/2026	0.00	57.47	
2602-080885	FAUCET/KNOBS/PADLOCK	02/26/2026	03/03/2026	0.00	82.47	
Vendor Number	Vendor Name					Total Vendor Amount
999387	MAAS, JOY					234.58
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		CITY BUILDING	03/02/2026	234.58		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 022426	MILEAGE TO KCMO/TOLLS	02/24/2026	03/03/2026	0.00	234.58	
Vendor Number	Vendor Name					Total Vendor Amount
1000277	MICHELLE WRIGHT					10,403.36
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	03/02/2026	10,403.36		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 022626	FEB 2026 CID	02/26/2026	03/03/2026	0.00	10,403.36	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01284	MID-AMERICA GOLF & LANDSCAPE, INC					54,743.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1621 SE SUMMIT ST LEE'S SUMMIT, Missouri 64081	03/02/2026	54,743.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006139	2ND CONSTRUCTION/ENGINEERING DESIGN PAYMENT	02/27/2026	02/27/2026	0.00	54,743.75	

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APPKT00825 - BILLS 030326 KE

Vendor Number	Vendor Name					Total Vendor Amount
<u>14860</u>	OLSSON					13,400.65
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		601 P ST STE 200 PO BOX 84608 LINCOLN, Nebraska 68501-4608	03/02/2026	13,400.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV0006140</u>	Olsson Project #C25-05594 - WTP Flow Meter	02/27/2026	02/27/2026	0.00	4,423.40	
<u>INV0006141</u>	Olsson Project #K22-00584 - CCLIP K-15 UPRR/NE 5th	02/27/2026	02/27/2026	0.00	8,977.25	

Vendor Number	Vendor Name					Total Vendor Amount
<u>16021</u>	PACE ANALYTICAL SERVICES, INC					300.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056	03/02/2026	300.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2660242440</u>	QUARTERLY POND SAMPLES	02/24/2026	03/03/2026	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>16195</u>	PIONEER FARM & RANCH SUPPLY, INC					114.47
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 309 ABILENE, Kansas 67410	03/02/2026	114.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>12704</u>	LINSEED OIT/PAINT BRUSH/PAINT/STRAP	02/13/2026	03/03/2026	0.00	50.51	
<u>13005</u>	SPRAY GUNEE/HOSE BARB/FITTINGS/HARDWARE	02/26/2026	03/03/2026	0.00	63.96	

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	03/02/2026	3,250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 030126</u>	MARCH 2026 CITY PROSECUTER	03/01/2026	03/03/2026	0.00	3,250.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000203</u>	TRIPLETT, INC					7,600.60
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		429 N OHIO SALINA, Kansas 67401	03/02/2026	7,600.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 022626</u>	FEB 2026 CID	02/26/2026	03/03/2026	0.00	7,600.60	

Vendor Number	Vendor Name					Total Vendor Amount
<u>23210</u>	UNIFIRST CORPORATION					335.98
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 650481 DALLAS, Texas 75265-0481	03/02/2026	335.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 022826</u>	UNIFORM SERVICE	02/28/2026	03/03/2026	0.00	335.98	

Payment Register

APPKT00825 - BILLS 030326 KE

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	26	19	0.00	109,716.35
Packet Totals:		26	19	0.00	109,716.35

[Signature]
3/3/2026

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-109,716.35
Packet Totals:		-109,716.35



Packet: PYPKT00293 - 02/27/2026 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 02/08/2026 - 02/21/2026

Total Direct Deposits: 108,632.58
Total Check Amounts: 0.00

Males Paid: 58
Females Paid: 29
Unknown Paid: 0
Total Employees: 87

EARNINGS

Pay Code	Units	Pay Amount
CALL OUT	118.75	2,674.26
CALL OUT VOLUTEER	32.00	960.00
CELL ALLOWANCE	0.00	323.07
COMMISSION	0.00	1,050.00
COMP TIME USED	19.25	448.78
FITNESS ALLOW	0.00	15.00
FLOATING HL	20.00	447.64
HOLIDAY	416.00	10,806.00
HOURLY	3,453.25	88,937.28
NIGHT SHIFT	313.00	9,193.97
OT	158.75	4,603.72
PART-TIME	226.75	4,011.92
SALARY	589.00	30,693.01
SICK LEAVE	162.75	3,774.97
SPEC. EVENT	8.00	103.52
TASK FORCE	94.00	1,834.88
TRAINING	39.00	783.40
VACATION LEAVE	97.50	1,796.10
Total:	5,748.00	162,457.52

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	16.00	0.00
COMP EARNED 1.5	12.00	0.00
FTC 457	0.00	340.00
IMPACT SPORTS	0.00	142.50
Total:	28.00	482.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	140,481.12	11,695.77	0.00
MEDICARE	152,377.13	2,209.45	2,209.45
SOCIAL SECURITY	152,377.13	9,447.41	9,447.41
STATE TAXES	150,906.13	7,134.84	0.00
UNEMPLOYMENT	161,407.52	0.00	161.43
Total:	30,487.47	11,818.29	

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	753.52	0.00
AFLAC-AFTER TAX	0.00	296.66	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	135.00	60.00
FLEX DEPENDENT CARE	0.00	20.83	0.00
FLEX SPEND MEDICAL	0.00	1,443.31	0.00
FTC 457	0.00	735.00	340.00
GARNISHMENT	0.00	0.00	0.00
HEALTH INS	0.00	7,729.86	26,657.05
HEALTH SAVINGS ACCT	0.00	250.00	125.00
IMPACT SPORTS	0.00	220.83	142.50
KP&F	71,151.95	5,087.38	17,076.49
KP&F OGLI	0.00	99.13	0.00
KPERS 1	32,563.78	1,953.83	3,448.51
KPERS BUY BACK	2,842.40	288.79	0.00
KPERS OGLI	0.00	166.11	0.00
KPERS TIER 2	11,925.49	715.52	1,262.91
KPERS TIER 3	39,658.39	2,379.49	4,199.81
LEGAL SHIELD	0.00	29.92	0.00
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	337.23	0.00
Total:	23,337.47	53,516.67	

RECAP 01 - Abilene, KS

Earnings:	162,457.52	Benefits:	482.50	Deductions:	23,337.47	Taxes:	30,487.47	Net Pay:	108,632.58
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Proclamation

Omitama, Japan – Celebrating 20 Years

WHEREAS, the City of Abilene, Kansas, and the City of Omitama, Japan, have shared a meaningful international relationship for the past twenty years, grounded in mutual respect, cultural exchange, and friendship; and

WHEREAS, this partnership has fostered greater understanding between our communities, strengthened ties across borders, and provided opportunities for cultural, educational, and civic collaboration; and

WHEREAS, the City of Omitama has been a valued partner to the City of Abilene, and this relationship reflects our shared commitment to cooperation, goodwill, and global connection; and

WHEREAS, the twenty-year milestone represents not only a celebration of the past, but also an opportunity to reaffirm our dedication to continued partnership, communication, and mutual support in the years ahead;

NOW, THEREFORE, BE IT PROCLAIMED, that the Governing Body of the City of Abilene, Kansas, does hereby congratulate the City of Omitama, Japan, on twenty years of partnership and friendship, and proudly affirms the City of Abilene's continued commitment to maintaining and strengthening this valued relationship.

BE IT FURTHER PROCLAIMED, that the City of Abilene extends its sincere appreciation to the people and leadership of Omitama for their friendship and collaboration, and looks forward to many more years of shared understanding and cooperation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of City of Abilene to be affixed this 9th day of March 2026.

(ATTEST)

2025 Financial Review & Outlook

Kelsey Briand
Finance Director



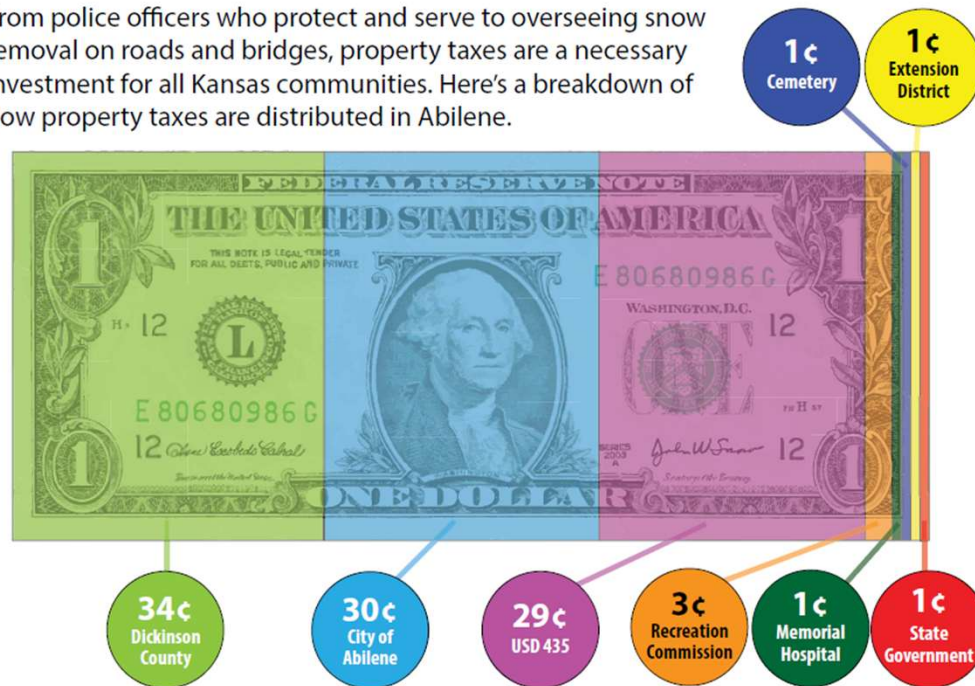
2025 Financial Review

- Revenue
- Expense
- Cash Balance

Property Tax

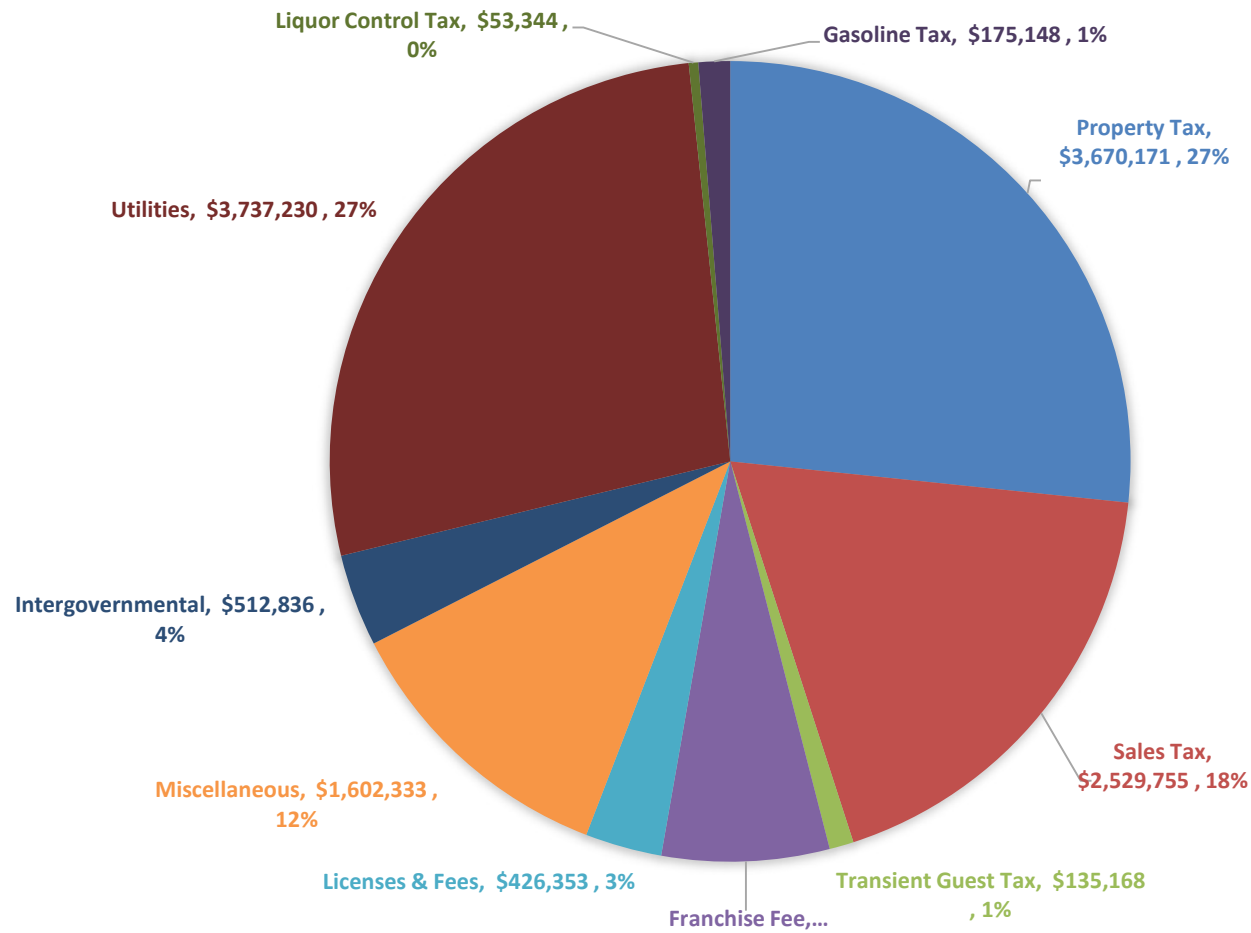
BREAKING DOWN THE PROPERTY TAX DOLLAR

From police officers who protect and serve to overseeing snow removal on roads and bridges, property taxes are a necessary investment for all Kansas communities. Here's a breakdown of how property taxes are distributed in Abilene.



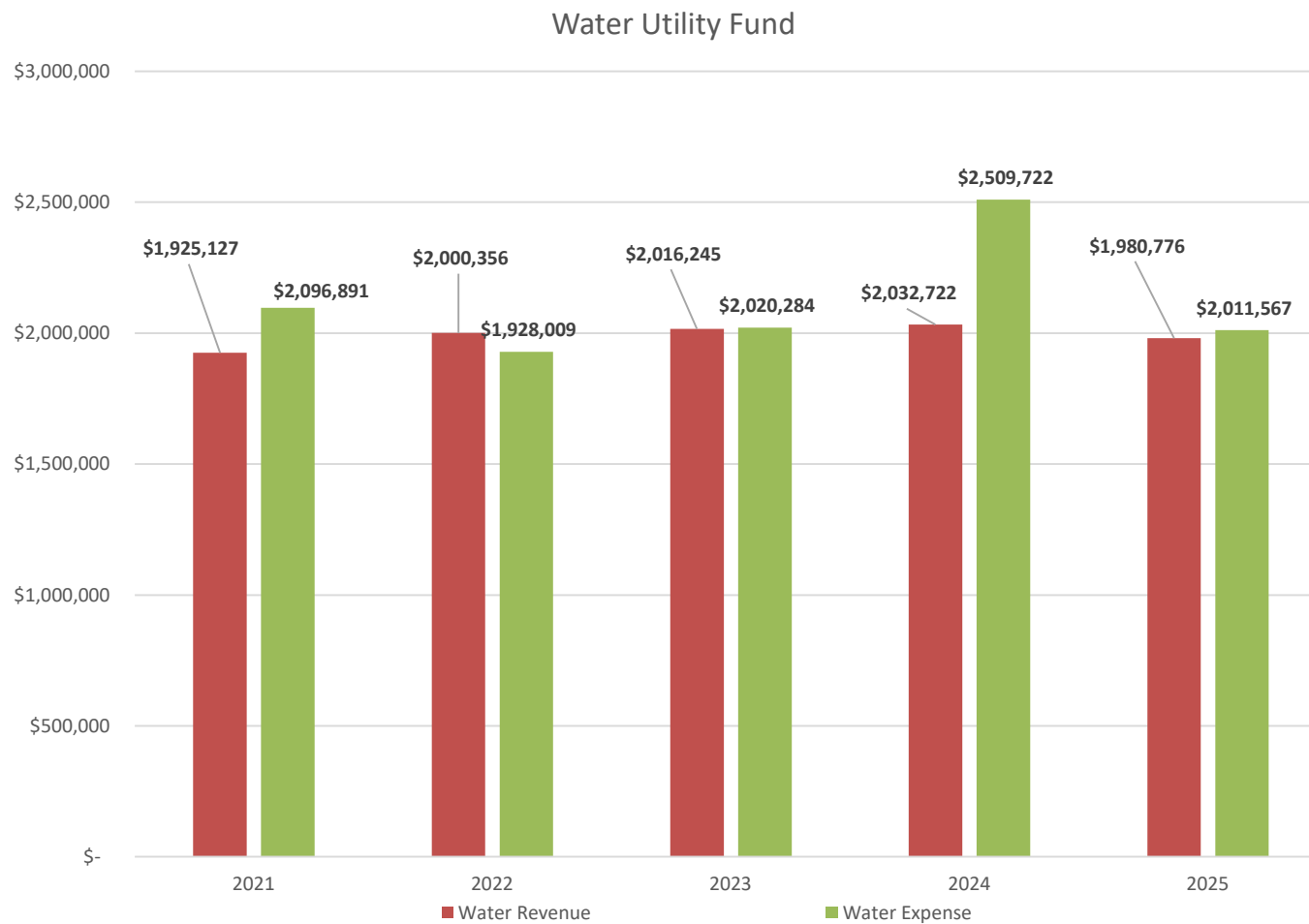
Revenues

2025 By Revenue Source



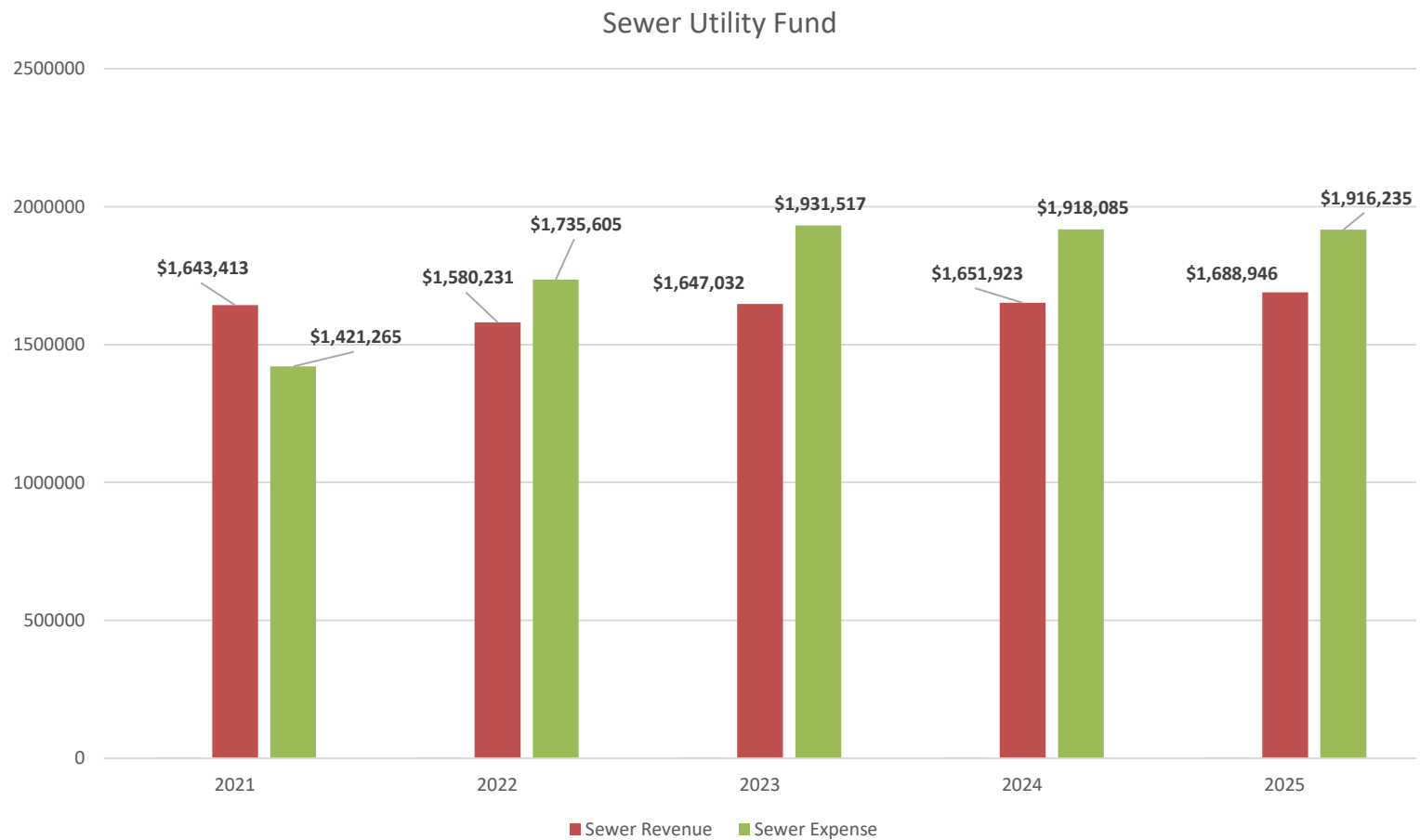
Water Utility Fund

Revenue
Expenses



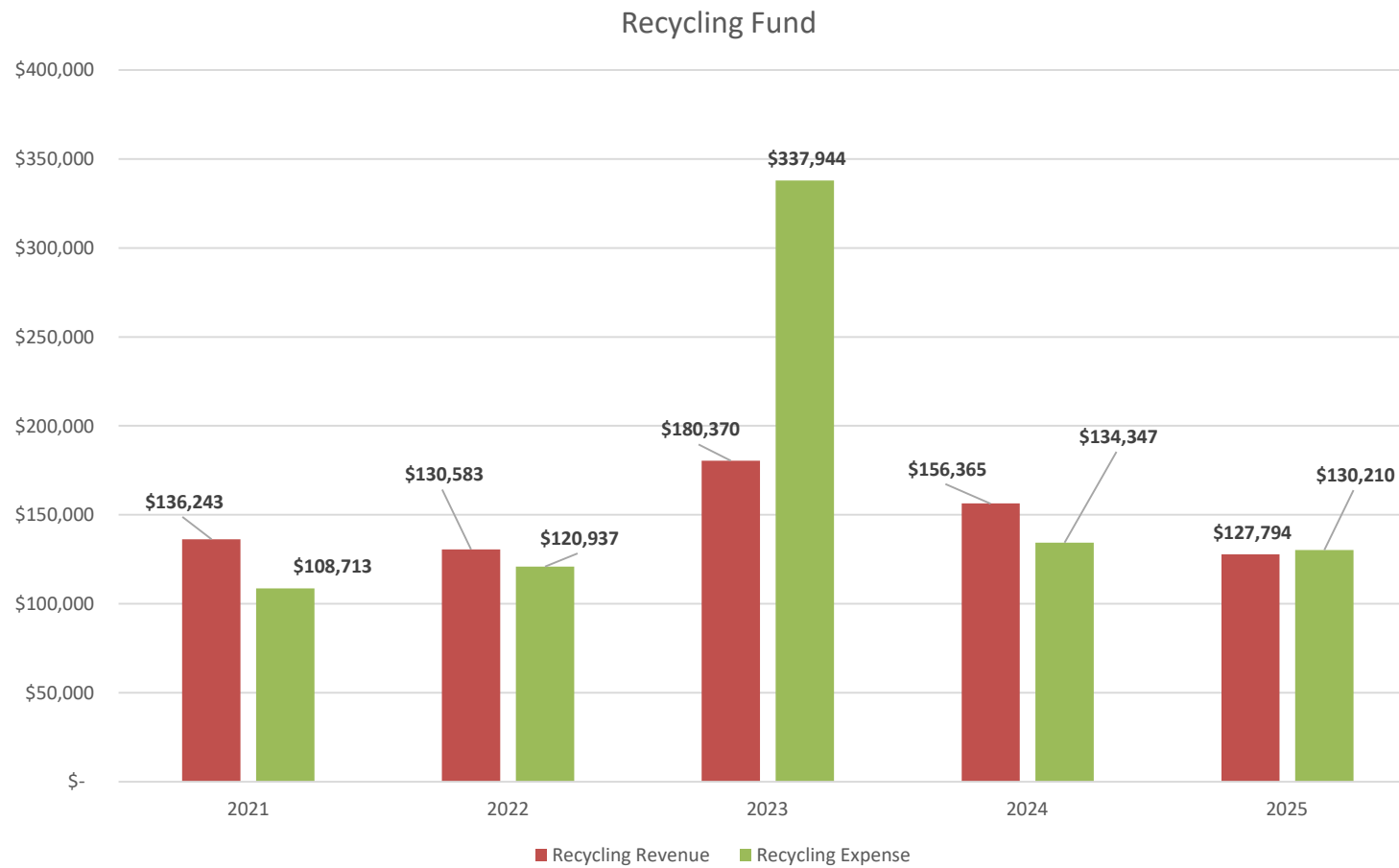
Sewer Utility Fund

Revenue
Expenses



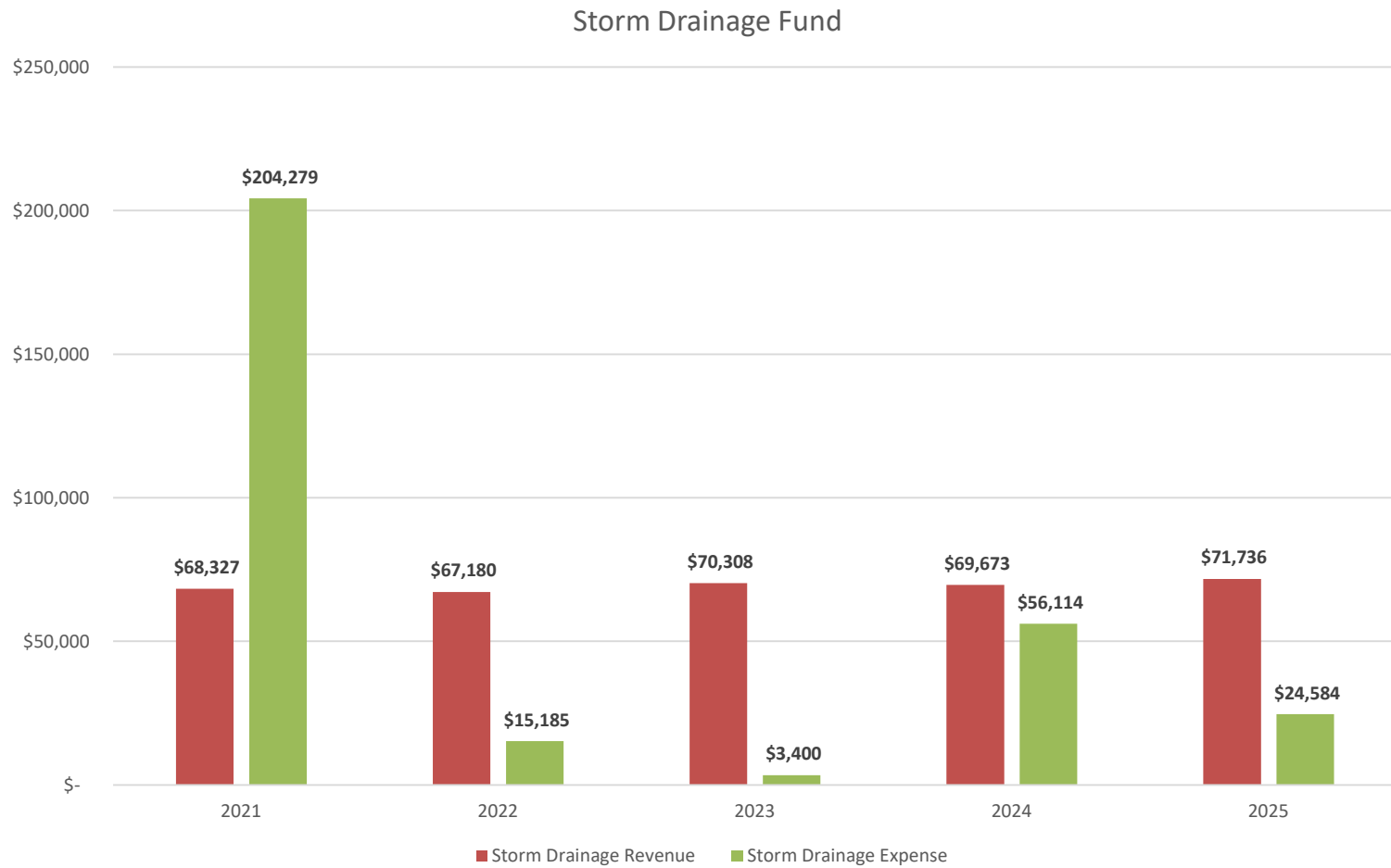
Recycling Fund

Revenue
Expenses



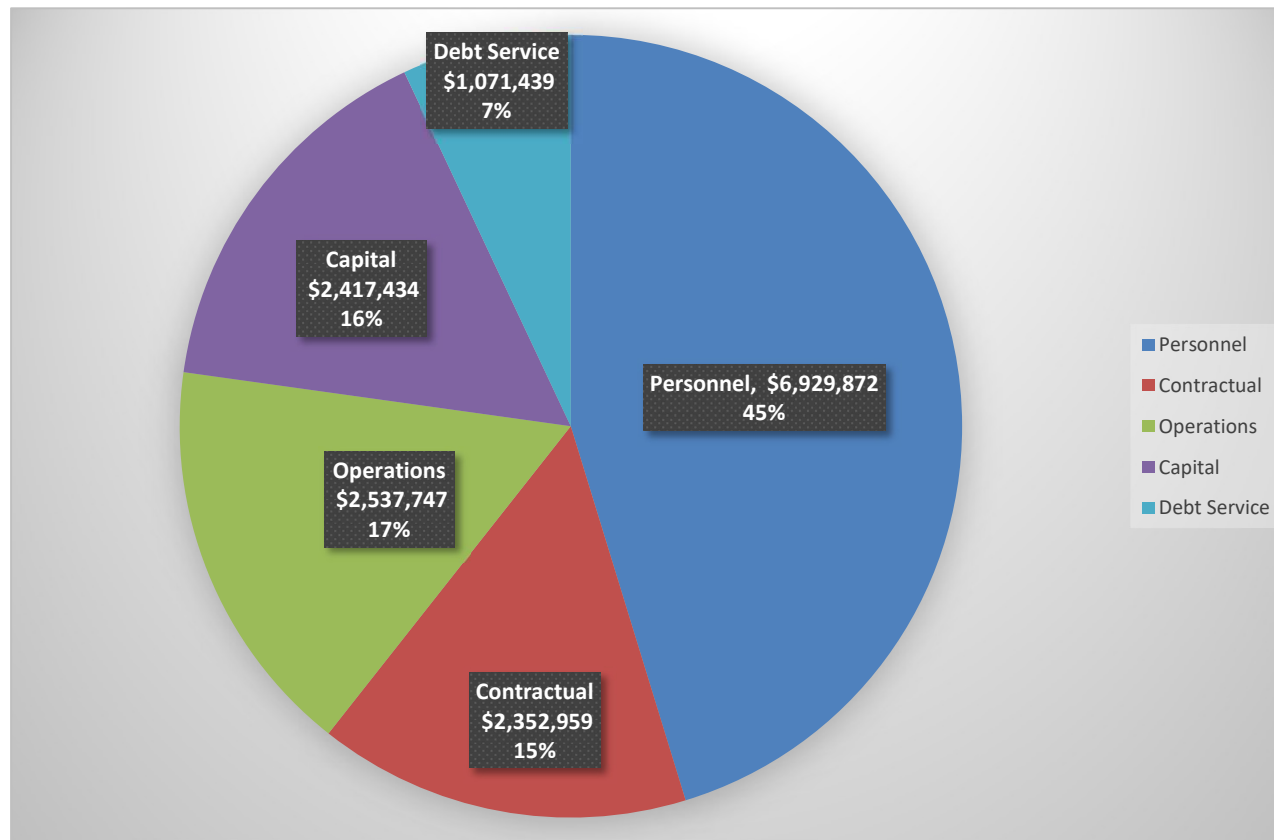
Storm Drainage Fund

Revenue
Expenses



Expenses across all Funds

2025 by Category



Expenses

2025 Debt Service Payments

City of Abilene

2025

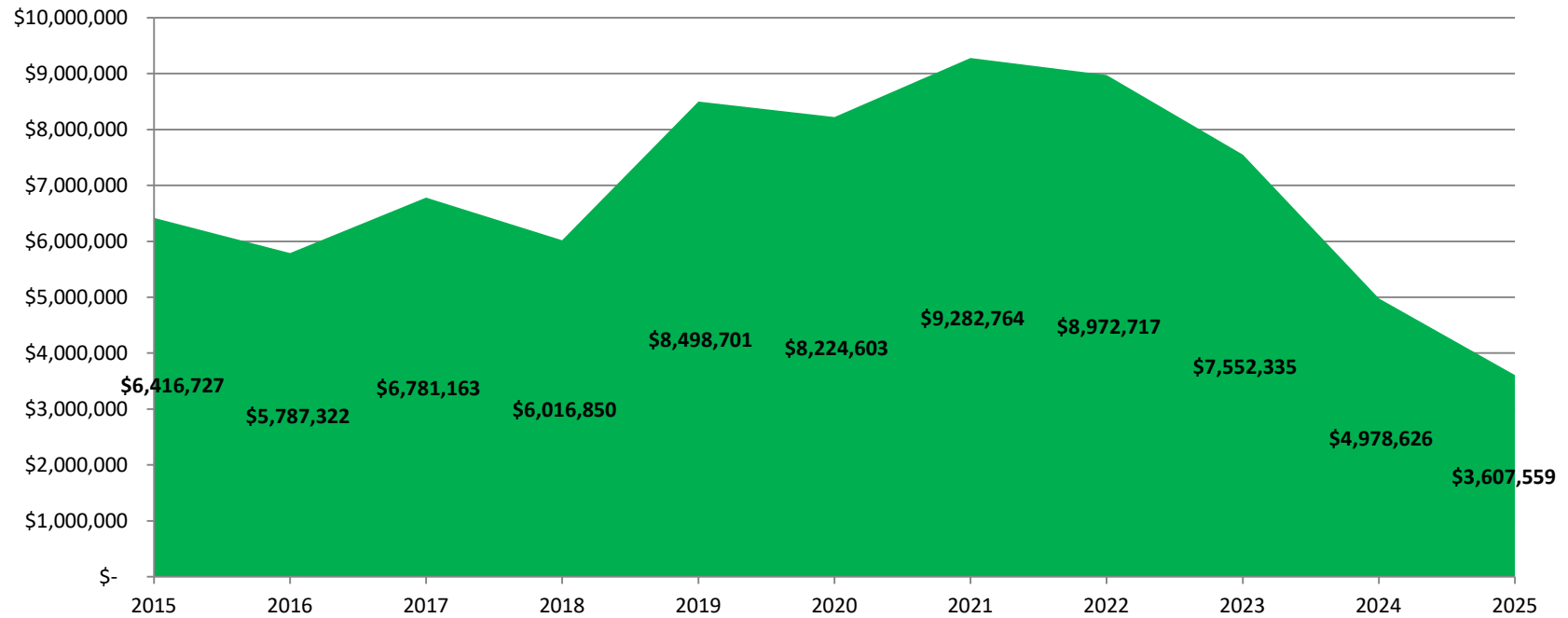
STATEMENT OF INDEBTEDNESS

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2024	Date Due		Amount Due 2024		Amount Due 2025	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
Dawson Cottage Addition	8/13/2015	9/1/2025	2.15-2.45	245,000	50,000	3-1, 9-1	9/1	1,188	25,000	613	25,000
Highlands/Cedar/East/Daws	7/6/2017	9/1/2040	3.00-4.00	4,290,000	3,050,000	3-1, 9-1	9/1	109,200	225,000	102,450	200,000
8th Street/WTP/Sewer	7/15/2019	9/1/2039	3.00-5.00	2,725,000	2,500,000	3-1, 9-1	9/1	88,300	125,000	82,050	130,000
WWTP	12/20/2019	3/1/2028	2.25-4.00	3,945,000	2,450,000	3-1, 9-1	3/1	79,725	450,000	61,325	470,000

Cash Balance

Total

CASH BALANCE TOTAL



Cash Balance

Year End Balances
(Unaudited)

Fund	2021	2022	2023	2024	2025
General	\$2,381,787	\$2,371,525	\$1,891,692	\$1,317,764	\$684,435
Water	\$845,902	\$918,249	\$914,218	\$437,218	\$217,680
Water Equipment Reserve	\$103,199	\$203,755	\$313,265	\$398,164	\$131,621
Sewer	\$1,012,174	\$856,800	\$572,315	\$306,153	\$78,865
Sewer Equipment Reserve	\$335,173	\$12,934	\$112,948	\$202,190	\$5
Recycling	\$200,243	\$209,889	\$52,318	\$74,336	\$71,920
Storm Drainage	\$476,369	\$528,364	\$595,646	\$609,205	\$656,357
Airport	\$325,829	\$362,902	\$243,313	\$44,998	\$69,886
Tourism & Convention	\$67,820	\$96,126	\$87,506	\$110,663	\$53,483
Recreation Commission	\$641,733	\$484,543	\$504,981	\$451,795	\$431,247
Street Sales Tax	\$1,118,275	\$1,585,349	\$745,878	\$63,150	\$135,550

Reserve Balance

Policy

Fund Balance

- A. The City recognizes the need to maintain appropriate fund balances to secure and maintain investment-grade credit ratings, meet seasonal requirements in cash flow, and reduce susceptibility to negative impacts from emergency or unanticipated expenditures or revenue shortfalls.
- B. To meet these requirements, the City will adopt an annual budget that will provide for an undesignated fund balance reserve in each of the City's budgeted funds, in accordance with the following guidelines:
 1. General Fund - A fund balance reserve of not less than 15% or more than 25% of anticipated current year revenues for the fund.
 2. Bond and Interest Fund - A fund balance of not less than 10 % of the anticipated General Obligation debt bond and interest payment for the upcoming budget year, including any special assessment-paid debt, but excluding debt planned for repayment by enterprise funding or other City funds. However, in cases of significant exposure to special assessment payment delinquencies, the City may establish higher fund balance to mitigate impacts of potential delinquencies.
 3. Other Budgeted Funds - Fund balance reserves shall be planned for and maintained as needed, based on the volatility and reliability of the revenue mix for the funds, as well as the predictability and degree to which expenditures in the fund are controllable.

Reserve Balance

General Fund Target
Balance



What's next?

1. Audit Fieldwork – April 2, 2026
2. Budget preparations will begin within departments in late March & April
3. Commission Budget Review June-August

Thank you!



City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Debbie Lytle
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kari Zook
*Deputy City Manager/
Community Development*

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

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, March 9, 2026

Session: Regular Meeting

Topic: Resolution 030926-1 Adopting an Amended and Restated Community Improvement District Policy

Department: Administration

Staff Contact: Deputy City Manager Zook

Background:

The City of Abilene is authorized under the Community Improvement District Act, K.S.A. 12-6a26 through K.S.A. 12-6a36, to create Community Improvement Districts (CIDs), which allow for the use of certain revenue sources, such as CID sales tax, to fund eligible project costs associated with development and infrastructure improvements.

On April 8, 2024, the City Commission adopted Resolution No. 040824-1 establishing a Community Improvement District Policy to guide the review and consideration of CID requests within the City. Since the adoption of that policy, the City Commission has discussed potential updates and clarifications to the policy to better reflect the Commission's expectations regarding the evaluation of CID proposals, application requirements, financing structures, and the administrative process associated with reviewing CID petitions.

Based on the direction provided by the City Commission during these discussions, staff worked with legal counsel to prepare an amended and restated Community Improvement District Policy. The updated policy retains the framework of the previous policy while incorporating revisions intended to clarify procedures, strengthen application requirements, and provide additional guidance regarding the use of CID financing tools. The proposed policy also emphasizes the City's preference for pay-as-you-go financing and outlines the information required from applicants seeking the creation of a CID.

Approval of the resolution will repeal the current policy adopted by Resolution No. 040824-1 and replace it with the updated policy attached to the resolution.

City Attorney Review: 03/03/2026

Options:

1. Approve Resolution 030926-1 Adopting an Amended and Restated Community Improvement District Policy for the City.
2. Direct staff to move this item to the March 23, 2026, regular City Commission meeting under Unfinished Business for additional consideration.
3. Direct staff to place this item on the March 23, 2026, City Commission study session agenda for further discussion and analysis and to provide any additional information requested by the Commission.

Recommendation: Approve Resolution 030926-1 Adopting an Amended and Restated Community Improvement District Policy for the City.

RESOLUTION NO. 030926-1

A RESOLUTION ADOPTING AN AMENDED AND RESTATED 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 April 8, 2024, the Governing Body approved Resolution No. 040824-1, 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 amended and restated 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. 040824-1 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 9th day of March, 2026.

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 that submits materials to the City in support of the creation of a CID under this Policy. The Applicant may, but is not required to, be a landowner or a signatory to the petition..
- (b) “City Administrative Fee” means a fee payable from CID Funds or, if applicable, bond proceeds, of not to exceed 2% 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. In exceptional circumstances, the Governing Body may approve a higher percentage upon making specific findings that such increase is justified based on the administrative burden of the CID Project. 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 owners of record of real property who sign and submit a petition to create a CID pursuant to K.S.A. 12-6a29, as amended.
- (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 submission, which shall consist of a cover letter, a petition, and the required application fee. The applicant is strongly encouraged to participate in a pre-application meeting with the City Manager to review the proposed petition and supporting materials and discuss the proposed Development project, before submission of the petition and supporting materials.

- (a) Cover Letter. The cover letter shall be presented in a form and manner satisfactory to the City Manager, and shall contain the following information, which is not required to be included in the statutory petition:
 - i. 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;
 - ii. If a CID Sales Tax is being proposed, the current and projected taxable retail sales within the CID;
 - iii. 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.

- iv. The current and proposed uses of facilities within the CID, including the status of any lease arrangements; and
 - v. 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. 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 Potential Funding Agreement.
- i. At the time of application, the Applicant shall pay an initial non-refundable application fee of \$1,500.
 - ii. Following preliminary review of the petition and supporting materials, the Governing Body may, as a condition to calling a public hearing on the proposed CID, require the Applicant to enter into a written Funding Agreement with the City to reimburse the City for out-of-pocket expenses, including fees of outside legal counsel, bond counsel, financial advisors, and other third-party professional services providers incurred in connection with the review, establishment, financing, and administration of the CID. The requirement of a Funding Agreement, and the amount of any required deposit, shall be determined by the City Commission on a case-by-case basis depending on the size, complexity, and scope of the proposed CID Project. If required, no further action toward calling a public hearing shall occur until such Funding Agreement is executed and any required deposit is received by the City.

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 the Governing Body's consideration of 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 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. The Governing Body may condition the adoption of a resolution calling a public hearing on execution of a Funding Agreement as provided in Section VI(c). If the resolution calling a public hearing is adopted, it shall proceed 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 Act for the creation of a CID. 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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City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Debbie Lytle
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kari Zook
Deputy City Manager/
Community Development

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

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, March 9, 2026

Session: Regular Meeting

Topic: Consider Reallocation of Series 2025 GO Temporary Note Proceeds to Priority Capital Projects

Department: Administration

Staff Contact: Interim City Manager

Background:

In 2025, the City issued \$10.32 million in General Obligation Temporary Notes, Series 2025, to finance three capital projects: the Sports Complex improvements, the 14th Street Industrial Park project, and the KDOT CCLIP 1 and 2 roadway reconstruction project. Of the total issuance, \$9.15 million was deposited into project funds, with the remaining amount used for capitalized interest and issuance costs. As a result, the cost of borrowing was incurred at the time the notes were issued. The notes cannot be redeemed prior to March 2027 and mature in March 2029.

Updated engineering estimates and confirmed grant awards indicate that the City's actual funding obligation for the original note-funded projects is substantially less than the amount borrowed. Current projected costs are as follows:

1. Sports Complex improvements: approximately \$4.0 million
2. Industrial Park project: approximately \$3.5 million total, including \$2.5 million in grant funding, leaving an estimated City share of \$1.0 million
3. KDOT CCLIP 1 and 2 project: approximately \$1.5 million total, including \$800,000 in KDOT grant funding, leaving an estimated City share of \$700,000

Based on these estimates, the City's total projected cost for the three original projects is approximately \$5.7 million. Compared to the \$9.15 million deposited into project funds from the Series 2025 Notes, the City is projected to have approximately \$3.45 million in unused bond proceeds, even under conservative cost assumptions for the original projects.

At the same time, the City has several critical infrastructure and facility needs that have been deferred due to limited capital capacity in prior years. Continued deferral results in escalating construction costs, increased maintenance and repair expenses, and a growing risk of asset failure. Even under conservative assumptions of approximately 4 percent annual construction inflation, delaying these projects increases the total cost each year they are postponed.

Because the City is already paying interest on the Series 2025 Notes, and that interest was capitalized at issuance, retaining excess proceeds without deploying them does not avoid borrowing costs. As interest rates decline, investment earnings on unused funds are expected to fall below the note interest rate, making continued deferral increasingly inefficient. Reallocating a portion of the existing note proceeds allows the City to utilize funds already borrowed, avoid additional cost escalation, and address critical needs without issuing additional debt.

Kansas law and the original Note Resolution allow the City to designate "substitute improvements" and use remaining note proceeds to finance other authorized capital projects, subject to City Commission approval. If the Commission approves moving forward, the process includes: (1) formal authorization of the additional capital projects through adoption of a Capital Improvement Plan resolution; (2) adoption of a Substitute Improvements resolution reallocating a portion of the Series 2025 Note proceeds to the newly authorized projects; and (3) execution of related administrative and tax compliance documents by City officials. No new bonds would be issued, the total amount of debt would not increase, and the original note-funded projects would remain fully funded.

Staff recommends that the Commission consider reallocating a portion of the Series 2025 General Obligation Temporary Note proceeds to one or more of the following projects, listed in priority order. The Commission may select any project or combination of projects for funding.

1. Resurfacing of three bridges — \$300,000
2. Community Center HVAC replacement — \$133,000
3. City share of the Airport Hangar Project (eight hangars) — \$575,000
4. Mill and overlay of Walnut Street from 7th Street to approximately 13th Street (high school parking lot) — \$200,000
5. NE 14th Street from Buckeye Avenue to Brady Street - \$350,000

The Airport Hangar Project is anticipated to be constructed in 2027. The \$575,000 estimate reflects the City's share for 8 hangars, assuming no grant participation. If KDOT grant funding is awarded, the City's share is expected to be reduced to approximately \$291,000.

Reallocating existing note proceeds to these projects allows the City to address urgent infrastructure and facility needs, reduce long-term costs associated with continued deferral, and make efficient use of debt already incurred, while maintaining sufficient funding to complete the originally planned note-funded projects.

At the same time, reallocation would only make funding available for these projects if and when they are approved. It would not obligate the City to proceed with construction. Each project would remain subject to separate City Commission approval prior to implementation, while still allowing the City to reduce long-term costs associated with deferral and make efficient use of existing debt.

City Attorney Review: N/A

Options:

1. Direct staff to prepare the necessary resolutions to reallocate a portion of the Series 2025 General Obligation Temporary Note proceeds to the designated substitute capital projects and return the item to the March 23, 2026, regular City Commission meeting for consideration.
2. Direct staff to move this item to the March 23, 2026, regular City Commission meeting under Unfinished Business for additional consideration.
3. Direct staff to place this item on the March 23, 2026, City Commission study session agenda for further discussion and analysis and to provide any additional information requested by the Commission.

Recommendation: Direct staff to prepare the necessary resolutions to reallocate a portion of the Series 2025 General Obligation Temporary Note proceeds to the designated substitute capital projects and return the item to the March 23, 2026, regular City Commission meeting for consideration.

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF ABILENE, KANSAS
HELD ON DECEMBER 22, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

Commissioner _____ moved for the adoption of a Resolution entitled:

**A RESOLUTION PROVIDING FOR SUBSTITUTE IMPROVEMENTS TO BE
FINANCED WITH PROCEEDS OF THE CITY OF ABILENE, KANSAS,
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025.**

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

Aye: _____.

Nay: _____.

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

* * * * *

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. _____ - __

**A RESOLUTION PROVIDING FOR SUBSTITUTE IMPROVEMENTS TO BE
FINANCED WITH PROCEEDS OF THE CITY OF ABILENE, KANSAS,
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025.**

WHEREAS, on July 14, 2025, the City of Abilene, Kansas (the “Issuer”), adopted Resolution No. 071425-1 (the “Note Resolution”) authorizing the issuance of the Issuer’s General Obligation Temporary Notes, Series 2025, in the original principal amount of \$10,320,000 (the “Notes”); and

WHEREAS, the Note Resolution provided that the proceeds of the Notes would finance a portion of the cost of certain public improvements (the “Improvements”), as shown below:

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

WHEREAS, the Notes were issued on August 7, 2025; and

WHEREAS, *Section 504* of the Note Resolution provides that the Issuer may elect for any reason to substitute or add other improvements to be financed with proceeds of the Notes provided certain conditions are met; and

WHEREAS, pursuant to provisions of the laws of the State of Kansas, by proceedings duly had, the governing body of the City has authorized the following improvements (the “Substitute Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Estimated Cost</u>
Community Center HVAC Improvements	122225-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	\$152,000
Airport Hangar Construction	122225-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	575,000
Bridge improvements – polymer seal for 3 bridges			300,000
Roadway improvements – mill and overlay	122225-[]	14-570 <i>et seq.</i> /Ch. Ord. 28	<u>465,000</u>
Total:			<u>\$1,492,000</u>

WHEREAS, there are or will be moneys remaining in the Improvement Fund established by the Note Resolution and the Issuer hereby finds it necessary and desirable to authorize the addition of the Substitute Improvements to be financed with proceeds of the Notes.

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

Section 1. The governing body hereby authorizes the designation of certain improvements as Substitute Improvements, as follows:

Project Description	Initial Allocation	New Allocation	Reallocated Amount
KDOT CCLIP 2025-2026 (Buckeye Ave. surface preservation)	\$ 1,900,000	[REDACTED]	[REDACTED]
14 th Street Industrial Park (Street, Sewer, Water, Storm Drain)	3,250,000	[REDACTED]	[REDACTED]
Recreation Improvements (Ball Fields)	4,000,000	[REDACTED]	[REDACTED]
Community Center HVAC Improvements	0	149,000	[REDACTED]
Acquisition of 3 police patrol vehicles	0	135,000	[REDACTED]
Bridge improvements – polymer seal for 3 bridges	0	300,000	[REDACTED]
Roadway improvements – mill and overlay	0	400,000	[REDACTED]
Total	\$9,150,000	\$6,800,000	

Section 2. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such other actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED by the governing body of the Issuer on _____, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on _____, 2026, as the same appears of record in my office.

DATED: _____, 2026.

Clerk

Staff recommends consideration of reallocating a portion of the Series 2025 General Obligation Temporary Note proceeds to the following priority projects:

1. Resurfacing of three bridges — \$300,000
2. Mill and overlay of Cedar Street from 5th Street to 14th Street — \$265,000
3. Mill and overlay of Walnut Street from 7th Street to approximately 13th Street (high school parking lot) — \$200,000
4. Community Center HVAC replacement — \$152,000
5. City share of the Airport Hangar Project (eight hangars) — \$575,000

The Airport Hangar Project is anticipated to be constructed in 2027. The \$575,000 estimate reflects the City's share assuming no grant participation. If KDOT grant funding is awarded, the City's share is expected to be reduced to approximately \$291,000.

Reallocating existing note proceeds to these projects allows the City to address urgent infrastructure and facility needs, reduce long-term costs associated with continued deferral, and make efficient use of debt already incurred, while maintaining sufficient funding to complete the originally planned note-funded projects.

At the same time, reallocation would only make funding available for these projects if and when they are approved. It would not obligate the City to proceed with construction. Each project would remain subject to separate City Commission approval prior to implementation, while still allowing the City to reduce long-term costs associated with deferral and make efficient use of existing debt.

City Attorney Review: N/A

Options:

1. Direct staff to prepare the necessary resolutions to reallocate a portion of the Series 2025 General Obligation Temporary Note proceeds to the designated substitute capital projects and return the item to the March 23, 2026, regular City Commission meeting for consideration.
2. Direct staff to move this item to the March 23, 2026, regular City Commission meeting under Unfinished Business for additional consideration.
3. Direct staff to place this item on the March 23, 2026, City Commission study session agenda for further discussion and analysis and to provide any additional information requested by the Commission.

Recommendation: Direct staff to prepare the necessary resolutions to reallocate a portion of the Series 2025 General Obligation Temporary Note proceeds to the designated substitute capital projects and return the item to the March 23, 2026, regular City Commission meeting for consideration.

**EXCERPT OF MINUTES OF A MEETING
OF THE CITY COMMISSION OF
THE CITY OF ABILENE, KANSAS
HELD ON DECEMBER 22, 2025**

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

Absent:

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

* * * * *

(Other Proceedings)

Commissioner _____ moved for the adoption of a Resolution entitled:

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

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

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the Clerk designated the same Resolution No. 122225-____.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. 122225-[]

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

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

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

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

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

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

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

<u>Description</u>	<u>Amount</u>
Community Center HVAC Improvements	\$152,000
Airport Hangar Construction	575,000
Bridge improvements – polymer seal for 3 bridges	300,000
Roadway improvements – mill and overlay	465,000

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

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

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

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ADOPTED by the City Commission on March ____, 2026.

(SEAL)

Mayor

ATTEST:

Clerk

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING SUBSTITUTE IMPROVEMENTS

RELATED TO

THE CITY OF ABILENE, KANSAS

\$10,320,000

GENERAL OBLIGATION TEMPORARY NOTES

SERIES 2025

DATED AUGUST 7, 2025

Legal Opinion

Gilmore & Bell, P.C.
Wichita, Kansas

SUBSTITUTE IMPROVEMENTS RELATED TO:

**CITY OF ABILENE, KANSAS
\$10,320,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025
DATED AUGUST 7, 2025**

CLOSING LIST

Copies of the transcript of proceedings related to the Substitute Improvement proceedings for the above referenced issue (the “Notes”) will be in electronic format unless otherwise noted and distributed as follows:

1. City of Abilene, Kansas (the “Issuer”)
2. Aaron Martin, Esq., Salina, Kansas (“Issuer's Counsel”)
3. State Treasurer, Topeka, Kansas (the “Paying Agent”)
4. Loop Capital Markets, LLC, New York, New York (the “Original Purchaser”)
5. Piper Sandler & Co., Leawood, Kansas (the “Municipal Advisor”)
6. Gilmore & Bell, P.C., Wichita, Kansas (“Bond Counsel”)

Document
Number

PROCEEDINGS RELATING TO THE SERIES 2025 NOTES

1. Resolution No. 071425-1 authorizing the issuance of the Notes and prescribing the form and details of the Notes

PROCEEDINGS AUTHORIZING THE SUBSTITUTE IMPROVEMENTS

2. **2025 Additional CIP Improvements**
 - Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. 122225-[]
 - Resolution No. 122225-[] authorizing public improvements
3. **Charter Ordinance No. 28 Proceedings**
 - Excerpt of Minutes of the governing body meeting evidencing passage of Charter Ordinance No. 28
 - Charter Ordinance No. 28
 - Affidavit of Publication of Charter Ordinance No. 28
 - Certificate of No Protest

PROCEEDINGS AUTHORIZING THE SUBSTITUTION OF IMPROVEMENTS

4. Excerpt of Minutes of the governing body meeting evidencing adoption of Resolution No. _____-[]
5. Resolution No. _____-[] designating the Substitute Improvements and authorizing the use of proceeds of the Notes to pay the Financeable Costs of the Substitute Improvements

CLOSING DOCUMENTS

6. Transcript Certificate
7. First Amended Federal Tax Certificate
Exhibit D – Amended Description of Property Comprising the Financed Improvements

LEGAL OPINIONS

8. Approving legal opinion of Gilmore & Bell, P.C.

* * * * *

TRANSCRIPT CERTIFICATE

SUBSTITUTE IMPROVEMENTS RELATED TO
\$10,320,000
CITY OF ABILENE, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025
DATED AUGUST 7, 2025

The undersigned Mayor and Clerk of the City of Abilene, Kansas (the “Issuer”), do hereby make this certificate for inclusion in the transcript of and as a part of the proceedings authorizing and providing for the Substitute Improvements (as hereinafter defined); and do hereby certify as of December 22, 2025, as follows:

1. Meaning of Words and Terms. Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in Resolution No. 071425-1 (the “Note Resolution”), which authorized the issuance of the above described Notes (the “Notes”), and Resolution No. _____-[] (the “Substitute Resolution”) of the Issuer.

2. Organization. The Issuer is a legally constituted city of the second class organized and existing under the laws of the State of Kansas.

3. Transcript of Proceedings – Substitute Improvements. The transcripts of proceedings relating to the authorization of the Substitute Improvements (as defined in the Substitute Resolution) and the issuance of the Notes (collectively the “Transcripts”) are to the best of our knowledge, information and belief full and complete; none of such proceedings have been modified, amended or repealed, except as might be shown in the Transcripts, and the facts stated in the Transcripts still exist. In each and every instance where copies appear in the Transcripts such copies are true and correct duplicates of the original instruments now on file with the Clerk.

4. Newspaper. The *Abilene Reflector-Chronicle* was the official newspaper of the Issuer at all times during the proceedings set forth in the Transcripts.

5. Meetings. All of the meetings of the governing body of the Issuer at which action was taken as shown in the Transcripts were either regular meetings or duly adjourned regular meetings or special meetings duly called and held in accordance with law and the ordinances and rules of the Issuer.

6. Incumbency of Officers. The following named persons were and are the duly qualified and acting officers of the Issuer at and during all the times when action was taken as indicated in the Transcript as follows:

<u>Name</u>	<u>Title</u>	<u>Term of Office</u>
Brandon Rein	Mayor	01/2025 to 01/2026
	Commissioner	01/2020 to 01/2028
Cy Taylor	Vice Mayor	01/2026 to 01/2026
	Commissioner	01/2022 to 01/2026
John Kollhoff	Commissioner	01/2022 to 01/2026

Amy Meysenberg
Debbie Lytle
Shayla Mohr

Commissioner
Commissioner
Clerk

01/2024 to 01/2028
01/2026 to 01/2026
08/2021 to DATE

7. **Authorization of Substitute Improvements.** The Substitute Improvements are being designated pursuant to the Substitute Resolution and **Section 504** of the Note Resolution. The Issuer has elected to designate Substitute Improvements because the Issuer has moneys remaining in the Improvement Fund. The Substitute Improvements have been duly authorized by the Issuer pursuant to K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 28, and all other applicable provisions of the laws of the State of Kansas. Estimates of the cost of the Improvements and the Substitute Improvements have been presented to and approved by the governing body of the Issuer, and said estimates of cost are on file in the office of the Clerk, and the total principal amount of the Notes does not exceed the cost of the Improvements and the Substitute Improvements.

8. **Non-litigation.** There is no controversy, suit or other proceedings of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the Issuer or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act shown to have been done in the Transcripts, or the constitutionality or validity of the indebtedness represented by the Notes shown to be authorized in the Transcripts, or the validity of the Notes or any of the proceedings in relation to the issuance or sale thereof, or the levy and collection of an ad valorem property tax to pay the principal of and interest on the Notes.

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WITNESS our true and genuine manual signatures and the seal of the Issuer.

(SEAL)

Mayor

Clerk

FIRST AMENDED FEDERAL TAX CERTIFICATE
DATED AS OF DECEMBER 22, 2025

**AMENDING THE
FEDERAL TAX CERTIFICATE**

Dated as of August 7, 2025

OF

CITY OF ABILENE, KANSAS

\$10,320,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025

FIRST AMENDED FEDERAL TAX CERTIFICATE

THIS FIRST AMENDED FEDERAL TAX CERTIFICATE (the “Amended Tax Certificate”), is executed as of December 22, 2025, by the **CITY OF ABILENE, KANSAS**, a legally constituted city of the second class, duly created, organized and existing under the Constitution and laws of the State (the “Issuer”), and amends that certain Federal Tax Certificate dated as of August 7, 2025 (the “Original Tax Certificate”).

RECITALS

1. The Original Tax Certificate was executed and delivered in connection with the issuance by the Issuer of the Issuer’s \$10,320,000 original principal amount of General Obligation Temporary Notes, Series 2025 (the “Notes”), pursuant to Resolution No. 071425-1 of the Issuer duly adopted by the governing body of the Issuer on July 14, 2025 (the “Note Resolution”) for the purposes described in the Original Tax Certificate and in the Note Resolution.

2. The Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “Regulations”), impose certain limitations on the uses and investment of the Note proceeds and of certain other money relating to the Notes and set forth the conditions under which the interest on the Notes will be excluded from gross income for federal income tax purposes.

3. On December 22, 2025, the governing body of the Issuer adopted Resolution No. _____ - [], designating certain Substitute Improvements to be financed with proceeds of the Notes (the “Substitute Resolution”).

4. The Issuer is executing this Amended Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the Note proceeds and the property financed or refinanced with those proceeds and the Investment of the Note proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Notes from gross income for federal income tax purposes.

NOW THEREFORE, in consideration of the foregoing and the representations, covenants and agreements set forth herein, the Issuer represents, covenants and agrees as follows:

Section 1.1. *Exhibit D* to the Original Tax Certificate is hereby deleted and the *Exhibit D* attached hereto is hereby included in lieu thereof.

Section 1.2. Effect of Amended Tax Certificate. The provisions of the Original Tax Certificate, including without limitation the representations, warranties and covenants included therein, are hereby ratified and confirmed as previously and as hereby modified and amended, and the respective rights, duties and obligations under the Original Tax Certificate shall hereafter be determined, exercised and enforced under the Original Tax Certificate subject in all respects to such modification and amendment, and all the terms and conditions of this Amended Tax Certificate shall be deemed to be part of the terms and conditions of the Original Tax Certificate for any and all purposes. This Amended Tax Certificate shall be construed as having been authorized, executed, delivered and consented to under the provisions of **Section 5.02** of the Original Tax Certificate.

Section 1.3. Governing Law. This Amended Tax Certificate will be governed by and construed in accordance with the laws of the State of Kansas.

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THE UNDERSIGNED, Mayor and Finance Director of the Issuer, by their execution of this Amended Tax Certificate hereby make the foregoing certifications, representations, and agreements contained in this Amended Tax Certificate on behalf of the Issuer, as of _____, 2025.

CITY OF ABILENE, KANSAS

By: _____
Mayor

By: _____
Finance Director

EXHIBIT D

**AMENDED DESCRIPTION OF PROPERTY
COMPRISING THE FINANCED IMPROVEMENTS**

\$10,320,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2025
DATED AUGUST 7, 2025

Description	Estimated Date Placed in Service	Estimated Useful Life	Estimated Total Cost
*			
*			
*			
*			
<i>Total</i>			

<i>Estimated Amount Financed from Notes</i>			
<i>Estimated Amount Financed from Other Sources</i>			

* \$[] in principal of the Series 2025 Notes will be allocated to finance a portion of the costs of these Substitute Improvements



City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Amy Meysenburg
Commissioner

Debbie Lytle
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kari Zook
*Deputy City
Manager/Community
Development Director*

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

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, March 9, 2026

Session: Regular Meeting

Topic: HVAC units- Rec center

Department: Parks and Recreation

Staff Contact: Kellee Timbrook Parks and Rec Director and Brenden Alvarez Facility
Maintenance

Background: The rec center HVAC units are due for replacement. There is a total of 9 HVAC roof-mounted units. The HVAC units we currently have were built in 2004 and installed in 2005. We currently have two units offline due to repairs that are not cost-effective, and parts from those units have been used to keep other units operational.

We had a sealed bid opening on 2-26-26. We received 6 bids in total, all ranging in price but very similar in scope of work, warranties, and the units being installed.

Recommendation from Director Timbrook and myself is Wuthnow Heating and Air.

Wuthnow Heating and Air-\$128,935.95 Abilene, KS
Callabresi-\$145,780.00 Salina, KS
SGI-\$156,955.00 Liberty MO
4 seasons-\$182,500.00 Abilene, KS
Smith Heating and air-\$197,091.00 Abilene, KS
Kruse Corp-\$238,890.00 Manhattan, KS

Funding Source:

City Attorney Review: N/A

Options:

Recommendation: Approve the bid from Wuthnow Heating and Air in the amount of \$128,935.95 for all 9 units installed. I also recommend adding \$3,555.66 for the hail guards to protect the units. Total price \$132,491.61.



Wuthnow Heating & Air, Inc

3406 Hawk Rd
Abilene, KS 67410

ESTIMATE	#1508-2
ESTIMATE DATE	Feb 26, 2026
EXPIRATION DATE	Apr 4, 2026
TOTAL	\$128,935.95

Abilene Parks & Recreation
1020 NW 8th St
Abilene, KS 67410

CONTACT US

(785) 280-9704
lucas.crist@wuthnowhtg.net

(785) 263-7266
kellee@abilenecityhall.com

ESTIMATE

Services

Rec HVAC

Replace all (9) Rtu systems. Install return air adaptors, control wiring, and electrical wiring. Provide crane lift for removal of existing equipment and installation of the new HVAC systems. Disposal of existing HVAC units is included.

Existing systems do not have hail guards. Please add \$3,555.66 (for all 9 guards labor included) if hail guards are preferred. Hail guards are not included in the base price.

** Price includes reusing existing electrical, controls, sensors, & relays**

Uncategorized - Warranty Terms

Warranty

Limited warranty on aluminized heat exchanger of 10 years
Limited warranty on compressor of 5 years
Limited warranty on High Performance Economizer of 5 years
Limited warranty on all other components of 1 year
Limited warranty on Eco-Last Coil System of 3 years

WARRANTY EXCLUSIONS:

Damages, malfunctions, or failures resulting from failure to properly maintain covered equipment

Damages, malfunctions, or failures caused by misuse, accident, contaminated or corrosive atmosphere, vandalism, fire, flood, freeze, lightning, acts of war, acts of God

Damages, malfunctions, or failures caused by the use of any attachment, accessory, or component that is not authorized by the equipment manufacturer

Covered equipment moved from the original installation location

Parts used in connection with normal maintenance and repair, such as air filters, refrigerant, refrigerant tubing, filter driers, brazing rod, electrical connectors, etc.

Manufacturer limited warranty does NOT cover any shipping costs. You are responsible for the cost of shipping for any warranty replacement parts. You are also responsible for the cost of shipping failed parts back if necessary.

Manufacturer limited warranty does NOT cover any labor costs. You are responsible for all labor cost and expenses outside of the first year after equipment installation.

Wuthnow Htg & Air offers a 1 year labor warranty on all equipment that we provide and install, and a 30 day warranty for all parts that we provide and install.

Materials

LGX092S5TM
Lennox/Allied Commercial- LGX092S5TM (X2)

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Single Zone VAV Belt
440V/460V/480V 3Phase
Refrigerant R-454B
Supply Motor - 2.0 Hp Std- w/ Single Zone VAV
Supply Drive Kit 1 (590-890 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Eco-Last Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

LGX120S5MM

Lennox/Allied Commercial- LGX120S5MM (X1)

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Single Zone VAV Belt
440V/460V/480V 3Phase
Refrigerant R-454B
Supply Motor - 3.0 Hp Std- w/ Single Zone VAV
Supply Drive Kit 5 (940-1200 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Eco-Last Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

LGX102S5MM

Lennox/Allied Commercial- LGX102S5MM (X6)

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Single Zone VAV Belt
440V/460V/480V 3Phase
Refrigerant R-454B
Supply Motor - 2.0 Hp Std- w/ Single Zone VAV
Supply Drive Kit 1 (590-890 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Eco-Last Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

54W96

54W96- Return air adaptor kit (X9)

Misc. - INS032

Freight

Labor - Refrigerant Recovery

Priced per pound

Plumbing - PVC005

Drain Trap Kit

Misc. - INS031

Insulated Tape

Whips - ETC008

1/2" Carflex Liquidtight

Priced per foot

MC - ETC033

12/2 Aluminum MC Cable
Priced per foot
Uncategorized - Equipment Lift
Equipment Lift
Pipe - Blk067
3/4" x 60" Black Iron Pipe
Misc. - ETC011
4x4 Metal junction box
Misc. - ETC012
4x4 metal cover plate- Blank

Subtotal	\$128,935.95
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Tax (KS-Dickinson-Abilene 9.35%)	\$0.00
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Total	\$128,935.95
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Thank you for your business!



David Sharp
Estimator/Project Manager
dsharp@callabresi.com

1655B Wall St. 1447 N. Main Street
Salina, KS 67401 McPherson, KS 67460
785-825-2599 620-241-5667

Division of Superior Contracting and Manufacturing

February 26, 2026

City of Abilene
419 N Broadway
Abilene, KS 67410

Ref: 1020 NW 8th Street

We are pleased to offer the following proposal for your consideration.

We propose to replace existing RTU with new Lennox RTU that consists of the following:

- (6) Lennox 8.5 Ton RTUs - LGX102S5MM
- (2) Lennox 7.5 Ton RTUs – LGX092S5MM
- (1) Lennox 10 Ton RTU – LGX120S5MM
- Controls
- Electrical
- Gas Modifications
- Condensate
- Crane
- Labor and Materials to complete job to code

For the sum of \$145,780.00 plus tax or project exempt certification

Note: Lead time on equipment is 5-7 business days. Warranty and Product information is in packet.



Project Quote

Project Name: City of Abilene - Abilene Rec Center

Project Number: 1056503

Quote: 693571

Quote Name: City of Abilene - Abilene Rec Center

Engineer: #N/A

Project Location:

Abilene, KS

Prepared For: Zone Comm

Kansas City

Date: 2/24/2026

Quote valid for 30 days

Roof Top Units: 9

Tag	Qty	Model	Description
LGC102S2BM2G			
	6	GA197	LGX102S5MM GE/8.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed
	6	37G66	
	6	24M51	
	6	54W96	
	6	54W56	

LGC090SBM2G			
	2	GA195	LGX092S5MM GE/7.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Single Enthalpy Control Field Installed Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed Supply OR Return Smoke Detector Field Installed
	2	37G66	
	2	21Z09	
	2	24M51	
	2	54W96	
	2	54W56	
	2	31A68	



Project Quote

LGC120S2BM2G		
1	GA201	LGX120S5MM GE/10T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 3.0 Hp Std- w/ MSAV Supply Drive Kit 5 (940-1200 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed
1	37G66	
1	24C85	
1	54W96	
1	54W56	

Additional Accessories		
9	21Z09	Single Enthalpy Control Field Installed
9	31A68	Supply OR Return Smoke Detector Field Installed

EQUIPMENT LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS
Failure to maintain equipment will void this Limited Warranty.

LIMITED WARRANTY

Subject to the terms herein, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

Equipment Type	Model Number
Unit Heaters	LF25 and LS25 (125,000 to 400,000 Btuh units)
Air Handlers	ELKA, ELXA
Air Conditioners (3 Phase)	ELKC, ELXC, ML13KC1, ML14XC1, ML17KC2, ML18XC2
Heat Pumps (3 Phase)	ELKP, ELXP, ML14KP1, ML14XP1
Packaged Units (3 Phase)	KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD
Electric Heat Sections	AECB29, CHK, ECB27, ECB29, ECB38, ECH16, ECH24, EH17, ELEH, T1EH, Z1EH
Controls/Thermostats (Commercial applications)	CS3000, CS7500, CS8500, LCS-5030, LCS-7030, Wireless Repeater
Accessories	High-performance economizers, Variable-frequency drives (inverters)

This Limited Warranty only covers repair components contained within Equipment ("Covered Components"). It does NOT cover cabinets, cabinet pieces, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, and consumable items or components that should be replaced as part of a regular maintenance program, such as lubricants and air filters.

Any accessories that are purchased directly from Lennox Industries Inc. or Allied Air Enterprises will receive the Limited Warranty for a Warranty Period of one (1) year unless outlined separately in a Manufacturer warranty card.

NOTE: The installation of a replacement component under this Limited Warranty does not extend the Warranty Period of the underlying Equipment in which such component is installed. Notwithstanding the foregoing, in the event the manufacturing defect arises within Equipment that by its nature replacement components are not offered but rather full replacement equipment is required, replacement of such equipment will result in a new Warranty Period only for such new equipment.

LIMITED WARRANTY PERIOD:

This Limited Warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six (6) months after the date of manufacture, unless prohibited by law. *Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture, unless prohibited by law.* Notwithstanding the above, when Equipment is installed in a newly constructed building, structure, or home, the Warranty Period begins on the closing date of purchase. Proof of closing may be required.

ONE-YEAR LIMITED WARRANTY

All Applications

Covered components in the Equipment (except for heat exchangers, burners, all-aluminum condenser and evaporator coils, and compressors, which are covered as outlined separately) are warranted by the Manufacturer for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used primarily for personal, family or household purposes. A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including, but not limited to, all applications that are not primarily used for personal, family or household purposes.

NOTE - One-year coverage applies to all listed Equipment, with the exception of ELKC, ELKP, ML13, ML14, and ML17 Equipment installed in Residential Applications and the CS7500 & CS8500 Commercial thermostats, LCS-5030, LCS-7030 and Wireless Repeater installed in all applications (which are covered as outlined separately).

TWO-YEAR LIMITED WARRANTY

CS7500 & CS8500 Commercial Thermostats, LCS-5030, LCS-7030, and Wireless Repeater

All Applications

The CS7500 and CS8500 Commercial Thermostats, the LCS-5030, LCS-7030, and Wireless Repeater are warranted by the Manufacturer for a period of two (2) years when installed in all applications.

FIVE-YEAR LIMITED WARRANTY

ELKA, ELKC, ELKP, ELXA, ELXC, ELXP, ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2

Equipment Residential Applications

The covered components in the Equipment are warranted by the Manufacturer for a period of five (5) years when installed in a "Residential Application."

FIVE-YEAR LIMITED WARRANTY

High-Performance Economizers and Variable-Frequency Drives (Inverters) - All Applications

High-performance economizers and variable-frequency drives (inverters) are warranted by the Manufacturer for a period of five (5) years when installed in all applications.

LIMITED EXTENDED WARRANTY PERIOD

(for Heat Exchangers, Burners, All-Aluminum Condenser and Evaporator Coils, Compressors and Lennox Core Unit Controllers)

Notwithstanding the above, heat exchangers, burners, all-aluminum condenser and evaporator coils, compressors and Lennox Core Control System within the following Equipment are warranted by the Manufacturer for the following periods:

Equipment Model Number	Warranty Period for Heat Exchanger Only
KGB, KGC, LF25, LGX, LRP(3 Phase), LS25, QGA, ZGB, ZGC, ZGD with Aluminized Heat Exchanger	Ten (10) years - All applications
KGB, KGC, LF25, LGX, LS25, ZGB, ZGC, ZGD with Stainless Steel Heat Exchanger	Fifteen (15) years - All applications

Equipment Model Number	Warranty Period for Compressor Only
KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2, QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD	Five (5) years - All applications

Equipment Model Number	Warranty Period for All-Aluminum Condenser and Evaporator Coils Only
KCB, KCC, KGB, KGC, LCX, LGX, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD	Three (3) years - All applications

Equipment Model Number	Warranty Period for Lennox Core Control System
LCX, LGX, LHX	Three (3) years - All applications

WARRANTY COVERAGE

Subject to the terms and conditions herein, if, during the Warranty Period, a Covered Component in the Equipment fails solely because of a manufacturing defect, the Manufacturer will provide a replacement component to the Owner through a licensed professional HVAC contractor. The Owner will be responsible for all shipping, freight, and handling charges, as well as all fees and

costs arising out of or relating to the warranty service, including, but not limited to, all trip charges, labor costs, and other costs involved in diagnostic calls or in removing, repairing, servicing, or replacing any component. For a period of 90 days after a warranty claim is filed under this Limited Warranty, the Owner is responsible for surrendering the failed component(s) to the Manufacturer upon request. The Manufacturer's sole responsibility under this Limited Warranty is to provide a replacement component as set forth above. In the event that any Covered Component is no longer available, the Manufacturer will, at its option, provide a substitute component or allow the Owner to purchase equivalent equipment at a reduced price off the Manufacturer list price in effect on the date of the failure.

Both the Manufacturer and the Owner of the Equipment are bound by this Limited Warranty.

MAKING A WARRANTY CLAIM

To make a warranty claim with Lennox, the Owner must contact an independent Lennox dealer or a licensed HVAC contractor. An independent Lennox dealer may be located by accessing www.lennox.com, e-mailing Lennox at www.lennox.com/help/contact-us/warranty (click on "E-mail our Contact Center"), or by calling Lennox at 1-800-9-Lennox.

To make a warranty claim with Allied, the Owner must contact an independent HVAC contractor or contact Allied Air Enterprises at 1-800-448-5872 or go to www.alliedair.com.

The owner must contact the HVAC contractor pursuant to this paragraph prior to the Warranty Period's expiration in order for the claim to be eligible for coverage. All warranty claims must be submitted within forty-five (45) days of the applicable product failure date. The failure to submit a claim within such forty-five (45) day period will result in the denial of a claim. The Manufacturer has no liability whatsoever in the event that the HVAC contractor fails to timely and/or properly file a claim hereunder.

The Owner may also contact the Manufacturer listed on the unit nameplate:

Lennox Industries Inc. P.O. Box 799900 Dallas, TX 75379-9900 1-800-9LENNOX	Allied Air Enterprises 215 Metropolitan Drive West Columbia, SC 29170 1-800-448-5872
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When warranty coverage is requested, the Owner must provide, and the HVAC contractor must collect, the following:

- 1 - The Equipment model and serial number;
- 2 - The Owner's name and location of the Equipment;
- 3 - The date of original Equipment installation (or closing date for new construction); and
- 4 - An accurate description of the problem.

NOTE - Proof of prior maintenance and purchase may also be required.

DISCLAIMER OF WARRANTIES AND RESPONSIBILITY FOR DAMAGES

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, THE MANUFACTURER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS

LIMITED WARRANTY AS APPLICABLE TO EACH COMPONENT. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED. **OWNER ACKNOWLEDGES AND AGREES THAT IN DECIDING TO PURCHASE THE EQUIPMENT COVERED BY THIS WARRANTY, IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS THAT ARE NOT CONTAINED WITHIN THIS WARRANTY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MANUFACTURER SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE, OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY, ARISING OUT OF, OR RELATING TO THE USE, MISUSE, NON-USE, REPAIR, REPLACEMENT, OR DELAY IN DELIVERY OF THE EQUIPMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY THE OWNER OR OTHERS TO THE EQUIPMENT.

This limitation of liability and disclaimer gives specific legal rights. Some jurisdictions do not allow the exclusion, waiver, or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the Owner. The Owner may also have other rights that may vary by jurisdiction.

EXCLUSIONS

The following limitations and exclusions apply to this Limited Warranty:

- 1 - Replacement components will not be provided under this Limited Warranty unless the Equipment containing the defective component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with the Manufacturer's installation, operation, and maintenance instructions, which are provided with the Equipment or available by contacting the Manufacturer.
 - 2 - Replacement components will not be provided under this Limited Warranty if the Equipment containing the defective component is moved after its initial installation.
 - 3 - Replacement components will not be provided under this Limited Warranty unless all repairs of the Equipment containing the defective component are made by a licensed professional HVAC installer or licensed HVAC contractor using manufacturer-specified service components.
 - 4 - Replacement components will not be provided under this Limited Warranty for any resulting systems that are not AHRI-matched systems.
 - 5 - This Limited Warranty does not cover damage or defect, resulting in whole or in part, from:
 - a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes, or earthquakes;
 - b - Mold, animals, insects, or bodily fluids;
 - c - Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled wastewater, urine, fertilizers, or other damaging substances, body fluids, or chemicals);
 - d - Accident, misuse, neglect, abuse, vandalism, theft, or unreasonable use or operation of the Equipment or component, including, but not limited to, operation of electrical equipment at voltages other than in the range specified on the unit nameplate (includes damages caused by brownouts);
 - e - Service performed or repairs made by anyone other than a licensed professional HVAC installer or contractor or any modification, change, or alteration of the Equipment or component, except as directed in writing by the Manufacturer;
 - f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by the Manufacturer;
 - g - Use of accessories or additives that have not been approved by the Manufacturer that are installed on or in the Equipment;
 - h - Operation of a system without the required filter drier. The filter drier must be replaced anytime the refrigerant circuit has been opened;
 - i - Use of contaminated or alternate refrigerant;
 - j - Operation of packaged gas/electric units (equipped with aluminized heat exchanger) with mixed air temperatures of less than 45°F (7°C);
 - k - Damage caused by frozen or broken water pipes;
 - l - Operation of a furnace field-installed downstream from a cooling coil;
 - m - Transit, delivery, packing, unpacking, assembly, installation, or removal;
 - n - Using or operating Equipment or other components thereof in a manner that is inconsistent with either its design or the way the Manufacturer intended it to be used.
- 6 - This Limited Warranty does not apply to cosmetic defects or damages or failures of non-operational components that do not inhibit the Equipment's proper operation and performance.
 - 7 - Replacement components will not be provided under this Limited Warranty for Equipment where the serial or model number plate is removed, defaced, or made illegible.
 - 8 - This Limited Warranty does not apply to any units that were installed in violation of regional government standards or other government requirements, or any repairs, services, or alterations needed to meet compliance with or changes in federal, state, or local codes or regulations.
 - 9 - This Limited Warranty does not apply to, nor is any warranty offered by the Manufacturer for, any Equipment or components that have been stolen or have been ordered over the Internet, by telephone, or other electronic means, unless the licensed HVAC installer selling the Equipment or components over the Internet, by telephone, or other electronic means, is also the installing contractor.
 - 10 - The Manufacturer will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat. This Limited Warranty also does not cover lodging expenses.

11 - The Manufacturer shall not be responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

This Limited Warranty gives the Owner specific legal rights, as described herein, and the Owner may have other rights which vary by state.

DISPUTE RESOLUTION

NOTE - PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES.

Some jurisdictions do not allow mandatory arbitration provisions or class action waivers. In such jurisdictions, the following dispute resolution provisions do not apply. The Owner may have other rights that may vary by jurisdiction.

INDIVIDUAL ARBITRATION NOTICE: BY PURCHASING EQUIPMENT OR MAKING A CLAIM UNDER THIS LIMITED WARRANTY, THE OWNER IS AGREEING THAT ALL DISPUTES BETWEEN THE OWNER AND THE MANUFACTURER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AS MORE FULLY OUTLINED BELOW.

1 - **Contact the Manufacturer:** Please report any Dispute (defined in items 1 and 2 on page 6) to the Manufacturer listed on the unit nameplate:

Lennox Industries Inc.
Attn: Consumer Affairs
P.O. Box 799900
Dallas, TX 75379-9900

Allied Air Enterprises
215 Metropolitan Drive
West Columbia, SC 29170

Mandatory Arbitration: Both the Owner and the Manufacturer agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, the Owner or the Manufacturer may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.

Both the Owner and the Manufacturer waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts.

However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of the Owner's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration

Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. Except as expressly stated in Paragraph 2a, a court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate shall be broadly interpreted.

a - Arbitration Class Action Waiver (for all states other than California): The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between the Manufacturer and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.

A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

Arbitration Class Action Waiver (for California): The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that the Owner shall be permitted to seek and obtain public injunctive relief in arbitration. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator may award monetary relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's monetary award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under *McGill v. Citibank, N.A.*, 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an

arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. If an arbitrator deciding the McGill issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

b - Agency Proceedings: This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Manufacturer on the Owner's behalf.

c - Fees and Costs: If the Owner's total damage claims in an arbitration are \$25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant the Manufacturer its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, the Manufacturer will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants the Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, the Manufacturer will do so at the Owner's written request which must be sent to the Manufacturer at the address in paragraph 1. In a Small Arbitration Claim case, the Manufacturer agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If the Owner's total damage claim in an arbitration exceeds \$25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and the Manufacturer (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, the Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

d - Mass Arbitration (for residents outside of California only): A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel

(regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in subpart (c) above, the Manufacturer shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by subpart 2(c) and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this subpart 2(d). Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart (d) unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

e - OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION PROVIDING WRITTEN NOTICE ("THE OPT-OUT NOTICE") TO THE MANUFACTURER that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner). The Opt-Out Notice must be mailed to the Manufacturer at:

Lennox Industries Inc.	Allied Air Enterprises
Attn: Consumer Affairs	215 Metropolitan Drive
P.O. Box 799900	West Columbia, SC
Dallas, TX 75379-9900	291701

The Opt-Out Notice must state (i) the Owner's name and address, and that the Owner opts out of arbitration, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect this Limited Warranty, and the Owner will continue to enjoy the benefits of this Limited Warranty if the Owner opts out of arbitration. Any Opt-Out Notice received after the opt out **deadline will not be valid**.

2 - Non-Arbitration Class Action and Jury Waiver: If for any

reason any Dispute proceeds in court rather than arbitration, the Owner and the Manufacturer waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither

the Owner nor the Manufacturer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding; provided, however, that in California an individual can seek and obtain public injunctive relief.

- 3 - **Severability:** If any provision of this Limited Warranty shall be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of that provision to the fullest extent permitted by law. If a provision cannot be so amended or construed, it will be severed, and the remaining provisions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as to best reasonably effect the intent of the parties. To the extent there is a conflict between this severability clause and the severability clause in paragraph 2(a), the clause in paragraph 2(a) shall govern. For the avoidance of doubt, the severability clause shall not be used in a manner that permits the Owner to bring a class or collective action.

DEFINITIONS

In addition to the terms defined above, the following definitions will apply to this Limited Warranty:

- 1 - The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements, or controversies that the Owner and the Manufacturer had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies related in any way to or arising in any way out of:
- a - the Equipment and components covered by this Limited Warranty;
 - b - any other Manufacturer equipment, component, or service;
 - c - any Manufacturer advertising, representation, or marketing;
 - d - any contract, warranty, or other agreement the Owner had or has with the Manufacturer;
 - e - any Manufacturer billing or other policy or practice;
 - f - any action or inaction by any Manufacturer officer, director, employee, agent, or other representative relating to any Manufacturer equipment, component, marketing, representation, or service;

g - any claims the Owner brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to, or in any way arise out of any Manufacturer equipment, component, marketing, representation, or service;

h - any claims the Manufacturer brings against the Owner; and

i - any aspect of the relationship between the Owner and the Manufacturer.

- 2 - "Dispute" and "Disputes" includes claims, disagreements, or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.
- 3 - The "Manufacturer" refers to the Manufacturer listed on the Equipment nameplate, as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
- 4 - "Limited Warranty" refers to this document.
- 5 - "Owner" refers to (i) the person or entity that originally purchased the Equipment from a licensed professional HVAC contractor; and (ii) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the Equipment is originally installed.

EQUIPMENT INFORMATION

NOTE TO CUSTOMER

Please complete information below and retain this warranty for records and future reference. As well, retain proof of commissioning documentation from the installer.

Unit Model Number: _____

Serial Number: _____

Installing Contractor: _____

Installation Date: _____ Phone: _____



HVAC ROOF MOUNTED UNITS
CITY OF ABILENE, KANSAS

SGI BID

WE PROPOSE TO SAFELY AND SUCCESSFULLY COMPLETE THE PROJECT AS OUTLINED IN THE INVITATION TO BID FOR THE LUMP SUM PRICE OF \$ 156,955

SGI SPECIFIES AS FOLLOWS (TAKEN ITEM FOR ITEM FROM THE ITB):

- We understand we are replacing 9 roof-mounted HVAC Units – 2 of which are Model #LGC090SBM2G; 1 of which is Model #LGC120S2BM2G; and 6 of which are Model #LGC102S2BM2G
- We understand the HVAC units are to be installed on existing HVAC curbs without damaging the roof coating or HVAC curbs.
- We understand the new units need to be a direct replacement with all the options and capabilities the current units have and are capable of.
- We understand HVAC unit information needs to be provided with our bid. The information is attached.
- We understand there currently exists a Honeywell WEBS N4 JACE climate control system, and the new units need to be compatible with this system.
- We understand HVAC units must be hooked up and fully functional and tested when the job is completed.
- We understand warranty information and time frame estimations related to the project need to be included in the bid. They are as follows:
 - Warranty – SGI provides a full, parts and labor warranty for 1 year following completion of the project. The roof top unit manufacturer's extended warranty on parts is detailed in their literature for the units (attached).
 - Time Frame – The equipment is readily available. We will coordinate a time that works best for the City and proceed with the changeout. We will receive the units and change out all roof top units in one day. The units will be rendered operational in order of priority dictated by the City. It will take approximately 3-4 days to have ALL roof top units fully operational.
- We understand site visits and in-person walk-throughs are a bid requirement and we have complied with this requirement. I (Mike Wilson, President) personally visited the site on 2/26 prior to finalizing our bid.

SGI
P.O. Box 90
LIBERTY, MO 64069-0090



SGI COMPANY INFORMATION

SGI was incorporated in January, 2013 as an S-Corp in the State of Missouri as Southtown Glass, Inc. Since that time we rebranded our company as SGI and filed all of the necessary corporate documents to do business as "SGI". I am the President of the company. I devote full time to the daily management and control of the company

Officers:

Mike Wilson, President; Matt Noland, Vice President; Jennifer Wilson, Secretary

We are registered in SAM (System for Award Management).

Our DUNS # is 07-876-3846

Our UEI # is JUQ9BXSQ61J8

Our EIN # is 46-1833036

Our CAGE Code is 6VX72

Our Banking Representative is Walt Holt, Vice President, Pony Express Bank

He may be reached for a reference at 816-781-9200 or wholt@ponyexpressbank.com

Our Bonding Agent and Surety Representative is Luke Lambert, Assured Partners

He may be reached for a reference at 660-349-6747 or luke.lambert@assuredpartners.com

Our key trade references include:

- MKS Pipe and Valve, Eric Boydston 816-842-6513 ericb@mkspvf.com
- T&W Steel Company, Dave Maguire 816-525-2060 dave@twsteel.net
- Associated Equipment Sales, Keith Williams 913-894-4455 kwilliams@aesc.com
- O'Connor Company, Troy Epperson tepperson@wsmkc.com

Our key subcontractor references include:

- American Legacy Construction, Caleb Titus 816-210-4888 ctitus@alc-kc.com
- Superior Electrical Const., Inc, JP Pauley 816-313-3108 jpauley@superior-elect.com

Respectfully,
SGI
Mike Wilson
President

SGI
P.O. Box 90
LIBERTY, MO 64069 - 0090



COMPARABLE PROJECT AND REFERENCE

SGI Project #196

W.C. Morris Science Building Cooling Tower Replacement

University of Central Missouri Warrensburg, MO

Rory Watston, Project Manager 660-543-4496 rwatson@ucmo.edu

Remove and replace Marley Cooling Tower - \$927,344

Marley 4 Cell NC8400 Crossflow Cooling Tower

Completed Spring 2025

COMPARABLE PROJECT AND REFERENCE

SGI Project #212

Kearney Elementary Boiler Replacement

Kearney School District, Kearney, MO

Jeremy McQuerrey, Maintenance Supervisor 816-678-7508 mcquerreyj@ksdr1.net

Remove and Replace 750 MBH Boiler

Lochinvar 750 MBH Crest Condensing Boiler - \$52,515

Completed Summer 2025

COMPARABLE PROJECT AND REFERENCE

SGI Project #209-1

Pitcher Elementary RTU Replacement

Kansas City Missouri Public Schools

Antonio Robertson, Director of Facilities and Construction 816-768-1806 arobertson@kcpublicschools.org

Remove 2ea RTU's serving the Gym and Replace with 2ea 15T York Sun Choice Units - \$146,285

Completed Fall 2025

COMPARABLE PROJECT AND REFERENCE

SGI Project #209-2

Southeast High School RTU Replacement

Kansas City Missouri Public Schools

Antonio Robertson, Director of Facilities and Construction 816-768-1806 arobertson@kcpublicschools.org

Remove 3ea RTU's and Replace with 12-30T York Sun Select / Sun Core Units - \$266,505

Completed Fall 2025

SGI
P.O. BOX 90
LIBERTY, MO 64069-0090



Project Quote

Project Name: City of Abilene - Abilene Rec Center

Project Number: 1056503

Quote: 693571

Quote Name: City of Abilene - Abilene Rec Center

Engineer: #N/A

Project Location:

Abilene, KS

Prepared For: Zone Comm

Kansas City

Date: 2/24/2026

Quote valid for 30 days

Roof Top Units: 9

Tag	Qty	Model	Description
LGC102S2BM2G			
	6	GA197	LGX102S5MM GE/8.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed
	6	37G66	
	6	24M51	
	6	54W96	
	6	54W56	

LGC090SBM2G			
	2	GA195	LGX092S5MM GE/7.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Single Enthalpy Control Field Installed Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed Supply OR Return Smoke Detector Field Installed
	2	37G66	
	2	21Z09	
	2	24M51	
	2	54W96	
	2	54W56	
	2	31A68	

Project Name: 1056503 - City of Abilene - Abilene Rec Center

Quote: 693571

Prepared By: Derrick Mcconnell

EQUIPMENT LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS
Failure to maintain equipment will void this Limited Warranty.

LIMITED WARRANTY

Subject to the terms herein, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

Equipment Type	Model Number
Unit Heaters	LF25 and LS25 (125,000 to 400,000 Btuh units)
Air Handlers	ELKA, ELXA
Air Conditioners (3 Phase)	ELKC, ELXC, ML13KC1, ML14XC1, ML17KC2, ML18XC2
Heat Pumps (3 Phase)	ELKP, ELXP, ML14KP1, ML14XP1
Packaged Units (3 Phase)	KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD
Electric Heat Sections	AECB29, CHK, ECB27, ECB29, ECB38, ECH16, ECH24, EH17, ELEH, T1EH, Z1EH
Controls/Thermostats (Commercial applications)	CS3000, CS7500, CS8500, LCS-5030, LCS-7030, Wireless Repeater
Accessories	High-performance economizers, Variable-frequency drives (inverters)

This Limited Warranty only covers repair components contained within Equipment ("Covered Components"). It does NOT cover cabinets, cabinet pieces, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, and consumable items or components that should be replaced as part of a regular maintenance program, such as lubricants and air filters.

Any accessories that are purchased directly from Lennox Industries Inc. or Allied Air Enterprises will receive the Limited Warranty for a Warranty Period of one (1) year unless outlined separately in a Manufacturer warranty card.

NOTE: The installation of a replacement component under this Limited Warranty does not extend the Warranty Period of the underlying Equipment in which such component is installed. Notwithstanding the foregoing, in the event the manufacturing defect arises within Equipment that by its nature replacement components are not offered but rather full replacement equipment is required, replacement of such equipment will result in a new Warranty Period only for such new equipment.

LIMITED WARRANTY PERIOD:

This Limited Warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six (6) months after the date of manufacture, unless prohibited by law. *Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture, unless prohibited by law.* Notwithstanding the above, when Equipment is installed in a newly constructed building, structure, or home, the Warranty Period begins on the closing date of purchase. Proof of closing may be required.

ONE-YEAR LIMITED WARRANTY

All Applications

Covered components in the Equipment (except for heat exchangers, burners, all-aluminum condenser and evaporator coils, and compressors, which are covered as outlined separately) are warranted by the Manufacturer for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used primarily for personal, family or household purposes. A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including, but not limited to, all applications that are not primarily used for personal, family or household purposes.

NOTE - One-year coverage applies to all listed Equipment, with the exception of ELKC, ELKP, ML13, ML14, and ML17 Equipment installed in Residential Applications and the CS7500 & CS8500 Commercial thermostats, LCS-5030, LCS-7030 and Wireless Repeater installed in all applications (which are covered as outlined separately).

TWO-YEAR LIMITED WARRANTY

CS7500 & CS8500 Commercial Thermostats, LCS-5030, LCS-7030, and Wireless Repeater

All Applications

The CS7500 and CS8500 Commercial Thermostats, the LCS-5030, LCS-7030, and Wireless Repeater are warranted by the Manufacturer for a period of two (2) years when installed in all applications.

FIVE-YEAR LIMITED WARRANTY

ELKA, ELKC, ELKP, ELXA, ELXC, ELXP, ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2

Equipment Residential Applications

The covered components in the Equipment are warranted by the Manufacturer for a period of five (5) years when installed in a "Residential Application."

LIMITED WARRANTY AS APPLICABLE TO EACH COMPONENT. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED. OWNER ACKNOWLEDGES AND AGREES THAT IN DECIDING TO PURCHASE THE EQUIPMENT COVERED BY THIS WARRANTY, IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS THAT ARE NOT CONTAINED WITHIN THIS WARRANTY.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MANUFACTURER SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE, OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY, ARISING OUT OF, OR RELATING TO THE USE, MISUSE, NON-USE, REPAIR, REPLACEMENT, OR DELAY IN DELIVERY OF THE EQUIPMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY THE OWNER OR OTHERS TO THE EQUIPMENT.

This limitation of liability and disclaimer gives specific legal rights. Some jurisdictions do not allow the exclusion, waiver, or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the Owner. The Owner may also have other rights that may vary by jurisdiction.

EXCLUSIONS

The following limitations and exclusions apply to this Limited Warranty:

- 1 - Replacement components will not be provided under this Limited Warranty unless the Equipment containing the defective component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with the Manufacturer's installation, operation, and maintenance instructions, which are provided with the Equipment or available by contacting the Manufacturer.
- 2 - Replacement components will not be provided under this Limited Warranty if the Equipment containing the defective component is moved after its initial installation.
- 3 - Replacement components will not be provided under this Limited Warranty unless all repairs of the Equipment containing the defective component are made by a licensed professional HVAC installer or licensed HVAC contractor using manufacturer-specified service components.
- 4 - Replacement components will not be provided under this Limited Warranty for any resulting systems that are not AHRI-matched systems.
- 5 - This Limited Warranty does not cover damage or defect, resulting in whole or in part, from:
 - a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes, or earthquakes;
 - b - Mold, animals, insects, or bodily fluids;
 - c - Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled wastewater, urine, fertilizers, or other damaging substances, body fluids, or

chemicals);

- d - Accident, misuse, neglect, abuse, vandalism, theft, or unreasonable use or operation of the Equipment or component, including, but not limited to, operation of electrical equipment at voltages other than in the range specified on the unit nameplate (includes damages caused by brownouts);
 - e - Service performed or repairs made by anyone other than a licensed professional HVAC installer or contractor or any modification, change, or alteration of the Equipment or component, except as directed in writing by the Manufacturer;
 - f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by the Manufacturer;
 - g - Use of accessories or additives that have not been approved by the Manufacturer that are installed on or in the Equipment;
 - h - Operation of a system without the required filter drier. The filter drier must be replaced anytime the refrigerant circuit has been opened;
 - i - Use of contaminated or alternate refrigerant;
 - j - Operation of packaged gas/electric units (equipped with aluminized heat exchanger) with mixed air temperatures of less than 45°F (7°C);
 - k - Damage caused by frozen or broken water pipes;
 - l - Operation of a furnace field-installed downstream from a cooling coil;
 - m - Transit, delivery, packing, unpacking, assembly, installation, or removal;
 - n - Using or operating Equipment or other components thereof in a manner that is inconsistent with either its design or the way the Manufacturer intended it to be used.
- 6 - This Limited Warranty does not apply to cosmetic defects or damages or failures of non-operational components that do not inhibit the Equipment's proper operation and performance.
 - 7 - Replacement components will not be provided under this Limited Warranty for Equipment where the serial or model number plate is removed, defaced, or made illegible.
 - 8 - This Limited Warranty does not apply to any units that were installed in violation of regional government standards or other government requirements, or any repairs, services, or alterations needed to meet compliance with or changes in federal, state, or local codes or regulations.
 - 9 - This Limited Warranty does not apply to, nor is any warranty offered by the Manufacturer for, any Equipment or components that have been stolen or have been ordered over the Internet, by telephone, or other electronic means, unless the licensed HVAC installer selling the Equipment or components over the Internet, by telephone, or other electronic means, is also the installing contractor.
 - 10 - The Manufacturer will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat. This Limited Warranty also does not cover lodging expenses.

arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. If an arbitrator deciding the McGill issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

b - Agency Proceedings: This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Manufacturer on the Owner's behalf.

c - Fees and Costs: If the Owner's total damage claims in an arbitration are \$25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant the Manufacturer its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, the Manufacturer will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants the Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, the Manufacturer will do so at the Owner's written request which must be sent to the Manufacturer at the address in paragraph 1. In a Small Arbitration Claim case, the Manufacturer agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If the Owner's total damage claim in an arbitration exceeds \$25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and the Manufacturer (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, the Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

d - Mass Arbitration (for residents outside of California only): A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel

(regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in subpart (c) above, the Manufacturer shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by subpart 2(c) and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this subpart 2(d). Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart (d) unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

e - OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION PROVIDING WRITTEN NOTICE ("THE OPT-OUT NOTICE") TO THE MANUFACTURER that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner). The Opt-Out Notice must be mailed to the Manufacturer at:

Lennox Industries Inc.	Allied Air Enterprises
Attn: Consumer Affairs	215 Metropolitan Drive
P.O. Box 799900	West Columbia, SC
Dallas, TX 75379-9900	291701

The Opt-Out Notice must state (i) the Owner's name and address, and that the Owner opts out of arbitration, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect this Limited Warranty, and the Owner will continue to enjoy the benefits of this Limited Warranty if the Owner opts out of arbitration. Any Opt-Out Notice received after the opt out deadline will not be valid.

2 - Non-Arbitration Class Action and Jury Waiver: If for any

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status, and address)

SGI
PO Box 90
Liberty, MO 64069

SURETY:

(Name, legal status, and principal place of business)

RLI Insurance Company
9025 N Lindbergh Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

City of Abilene, KS
419 N Broadway Street
Abilene, KS 67410

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

PROJECT:

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

HVAC Roof Mounted Units

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

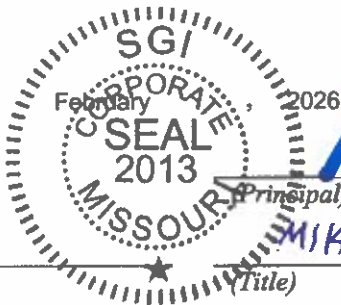
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 26th day of



[Signature]
(Seal)

(Principal)

MIKE WILSON, PRESIDENT

(Title)

(Surety)

Luke Lambert, Attorney in Fact

(Title)



[Signature]
(Witness)

[Signature]
(Witness)

Init.

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User Notes:

(877099080)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Lambert, Robert L. Cox II, Rodney S. Demarce, Kathryn E. Johnson, Julie Messbauer, Kacey McCrorey, jointly or severally

in the City of Independence, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of October, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

On this 2nd day of October, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 26th day of February, 2026.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

2477508620212

A005811



AIR CONDITIONING • HEATING • SHEET METAL • PLUMBING • ELECTRICAL

1202 N.W. 5th
P.O. Box 576
Abilene, Kansas 67410-0576

(785) 263-2922
Fax: (785) 263-4340

2-26-2026

RE: Abilene, Kansas Parks and Recreation roof mounted unit replacement.

We propose to install 2-7.5ton Lennox roof top units, 6-8.5 ton Lennox roof top units, and 1-10 ton Lennox roof top unit as requested on the invitation to bid.

Included are the 9 Lennox roof top units listed above with hail guards and smoke detectors, crane to remove the old units and lift the new onto the curbs, controls contractor (Thermal Comfort Air) to adapt to the WEBS N4 JACE climate control system and commission the units, material, and labor.

Not included is additional ductwork, electrical or gas lines other than the reconnection to the unit, or sales tax.

NOTE: controllers or peripheral devices found to be bad during start-up are not included and may be obsolete and not available .We are using existing wire, circuits, and temperature controls. No updated controls, electrical wire, or electrical components are included. No wiring of the smoke detectors to the fire alarm panel is included if necessary.

Currently the new equipment is approximately 10 days to 2 weeks out.

Warranty and unit information are attached.

\$182,500.00


Submitted by Barry Griffis

Accepted by



Project Quote

Project Name: City of Abilene - Abilene Rec Center
Project Number: 1056503
Quote: 693571
Quote Name: City of Abilene - Abilene Rec Center
Engineer: #N/A
Project Location:
 Abilene, KS

Prepared For: Zone Comm
 Kansas City
Date: 2/24/2026
Quote valid for 30 days
 Roof Top Units: 9

Tag	Qty	Model	Description
LGC102S2BM2G			
	6	GA197	LGX102S5MM GE/8.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed
	6	37G66	
	6	24M51	
	6	54W96	
	6	54W56	
LGC090SBM2G			
	2	GA195	LGX092S5MM GE/7.5T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 2.0 Hp Std- w/ MSAV Supply Drive Kit 1 (590-890 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Single Enthalpy Control Field Installed Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed Supply OR Return Smoke Detector Field Installed
	2	37G66	
	2	21Z09	
	2	24M51	
	2	54W96	
	2	54W56	
	2	31A68	



Project Quote

LGC120S2BM2G		
1	GA201	LGX120S5MM GE/10T/460-3/180k/HPE/R454B - 460V/3Ph/60Hz - R-454B Factory Installed Options High Performance Economizer Factory Installed Single Sensible Economizer Control Belt Drive Unit Orientation Downflow Supply Fan: Multi-Stage Air Volume Belt 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Refrigerant R-454B Supply Motor - 3.0 Hp Std- w/ MSAV Supply Drive Kit 5 (940-1200 RPM) Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Non-Hinged Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed Field Installed Options VFD Manual Bypass Field Installed Kit Combination Coil/Hail Guards Field Installed Return Air Adaptor Plate Field Installed 80Amp Non-Fused Disconnect Field Installed
1	37G66	
1	24C85	
1	54W96	
1	54W56	
Additional Accessories		
9	21Z09	Single Enthalpy Control Field Installed
9	31A68	Supply OR Return Smoke Detector Field Installed



Project Submittal

Tag: LGC102S28M2G
Model: LGX102S5M - LGX102S5M 180k 2hp LLSens ENV

UNIT OVERVIEW								
Voltage	AHRI IEER EER	MCA/MOCP (amp)	Gross Cooling Ttl/Sens (MBH)	Net Cooling Ttl/Sens (MBH)	Supply Air Flow (cfm)	ESP/TSP (in.WC)	EAT DB/WB (°F)	LAT DB/WB (°F)
460V 3Ph 60Hz	14.6 11	21 / 25	106.4 / 79.8	102.1 / 75.5	3,400	0.50 / 0.93	80.0 / 67.0	57.3 / 56.6

COOLING								
Cooling Performance				Temperatures (DB/WB °F)				
Gross Cooling (Ttl/Sens)	106.4 / 79.8 MBH			Ambient	95.0			
Net Cooling (Ttl/Sens)	102.1 / 75.5 MBH			Entering	80.0			
Coil Moisture Removal	25.07 lb/hr			Total Leaving - (Coil)	57.3			
System Moisture Removal	25.07 lb/hr			Total Leaving - (Unit)	58.5			
ARI Performance		Compressors		Refrigerant		Condensate Drain		
AHRI Cooling	101.0 / 99.0 MBH	Cooling Stages	3	Type	R-454B	Qty	2	
AHRI Power	9,000 W	Compressor Qty	2	Charge	7 LBS. 5 OZ.	Size	1 in.	
		Compressor RLA	12.6 amp			Pipe Thread	npt	

HEATING					
Heating Performance		Temperatures (DB/WB °F)		Specifications	
Output (High/Low)	144.0 / 93.6 MBH	Gas Heat Rise	39.2	Heat Stages	2
Input (High/Low)	180.0 / 117.0 MBH	Total Leaving	39.2	Thermal Efficiency	81.0%
				Gas Line Size	0.75 in.
				Gas Pressure	7 in.WC

VENTILATION					
Air Flow (cfm)		Supply Fan		Air Resistance (in.WC)	
Supply	3,400	Nominal Power	2.00 hp	Total	0.93
		Required Power	1.34 hp	Ext Supply	0.50
		Drive Type	MSAV Belt Drive		
		RPM Range	590 - 890 rpm		
		Required RPM	813 rpm		

AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WC)								
Wet Coil	Humiditrol	Heat	Economizer	Filters	Diffuser	Exhaust	ERW	
0.12		0.16	0.15					

ELECTRICAL								
Voltage	460V 3Ph / 60Hz			Compressor RLA	12.6 amp			
MCA	21 amp			Condenser FLA	2.6 amp			
MOCP	25 amp			Supply Fan FLA	3.4 amp			
Oper Range-Nom Volt	+/- 10%			Cooling FLA Total	18.6 amp			

ADDITIONAL DATA				
Cabinet	101.25 in. x 60.12 in. x 46.88 in.		Total Weight	1,096 lb
Downflow Supply	20.0 in. x 28.0 in.		Base Unit Net Weight	938 lb
Downflow Return	24.0 in. x 27.0 in.		OAS/Econ Weight	77 lb
Filters	(4) 20.0 in. x 25.0 in. x 2.0 in.		Exhaust Weight	9 lb
Sound Rating	88 dBA		Gas Heat Weight	17 lb
			Coil/Hail Guard Weight	55 lb



Project Submittal

Tag:

LGC102S2BM2G

Factory Installed Options

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Multi-Stage Air Volume Belt
440V/460V/480V 3Phase
175 Amp Terminal Block Factory Installed
Refrigerant R-454B
Supply Motor - 2.0 Hp Std - w/ MSAV
Supply Drive Kit 1 (590-890 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Environ Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

Field Installed Accessories

Catalog Number	Qty	Description
37G66	6	VFD Manual Bypass Field Installed Kit
24M51	6	Combination Coil/Hail Guards Field Installed
54W96	6	Return Air Adaptor Plate Field Installed
54W56	6	80Amp Non-Fused Disconnect Field Installed

Product Features

Cabinet

Durable Outdoor Enamel Paint Finish
Totally Enclosed Outdoor Fan Motor
PVC Coated Fan Guard
Isolated Compressor Compartment

Cooling System

Scroll Compressor
High Capacity Driers
Crankcase Heater
Pre-charged Refrigeration System
Internal Pressure Relief Valve
System can operate from 45°F to 125°F without any additional controls

Heating System

Redundant Automatic Gas Valve with Manual Shut-off
Electronic Flame Sensor
Direct Spark Ignition
Inshot Burners
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

Control System

Fan and Limit Controls
Microprocessor Controls - Lennox® CORE Control System
Auto reset high & low pressure switch with strike 3 lockout feature in Lennox® CORE Control System
Phase/Voltage Detection
Return Air Sensor Factory Installed
Outdoor Air Sensor Factory Installed
Factory Installed Discharge Air Sensor
Refrigerant Detection System (RDS) and mitigation response, per UL safety standard 60335-2-40
Blower Proving Switch

Approvals and Compliance

Components are bonded for grounding to meet safety standards for servicing required by ETL, NEC and CEC
All models are fully charged and run tested to verify unit operation and functionality
All models have HCAI (formerly OSHPD) OSP and Special Seismic Certification (Number: OSP-0596), and meet 2021 International Building Code (IBC), 2022
California Building Code (CBC) ASCE 7, and ICC-ES AC156
Only refrigerants in compliance with New York State regulations can be used in the state of New York
ETL and CSA listed
All models are ASHRAE 90.1-2025 compliant



Project Submittal

All models meet DOE 2023 energy efficiency standards

All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements

All models have been sound tested in accordance with test conditions included in AHRI Standard 270 or 370

All models have FSA approval and are compliant with standard ASCE 7-22 (ASD) and the Florida Building Code Eighth Edition (2023)

Units are charged with virgin refrigerant to comply with NYCRR Part 494

Warranty

Limited warranty on aluminized heat exchanger of 10 years

Limited warranty on compressor of 5 years

Limited warranty on Environ Coil System of 3 years

Limited warranty on High Performance Economizer of 5 years

Limited warranty on all other components of 1 year

Limited warranty on Lennox® CORE Control System of 3 years

See Limited Warranty Certificate included with unit for details



Project Submittal

Tag: LGC090SBM2G
Model: LGX092S5M - LGX092S5M 180k 2hp LLSens ENV

UNIT OVERVIEW								
Voltage	AHRI IEER EER	MCA/MOCP (amp)	Gross Cooling Ttl/Sens (MBH)	Net Cooling Ttl/Sens (MBH)	Supply Air Flow (cfm)	ESP/TSP (in.WC)	EAT DB/WB (°F)	LAT DB/WB (°F)
460V 3Ph 60Hz	14.6 11	20 / 25	93.0 / 70.7	89.9 / 67.6	3,000	0.50 / 0.86	80.0 / 67.0	57.2 / 56.7

COOLING					
Cooling Performance			Temperatures (DB/WB °F)		
Gross Cooling (Ttl/Sens)	93.0 / 70.7 MBH		Ambient	95.0	
Net Cooling (Ttl/Sens)	89.9 / 67.6 MBH		Entering	80.0	
Coil Moisture Removal	21.04 lb/hr		Total Leaving – (Coil)	57.2	
System Moisture Removal	21.04 lb/hr		Total Leaving – (Unit)	58.2	
ARI Performance		Compressors		Refrigerant	Condensate Drain
AHRI Cooling	89.9 / 88.0 MBH	Cooling Stages	3	Type	R-454B
AHRI Power	8,000 W	Compressor Qty	2	Charge	6 LBS. 10 OZ.
		Compressor RLA	12.1 amp		
				Qty	2
				Size	1 in.
				Pipe Thread	not

HEATING					
Heating Performance		Temperatures (DB/WB °F)		Specifications	
Output (High/Low)	144.0 / 93.6 MBH	Gas Heat Rise	44.4	Heat Stages	2
Input (High/Low)	180.0 / 117.0 MBH	Total Leaving	44.4	Thermal Efficiency	81.0%
				Gas Line Size	0.75 in.
				Gas Pressure	7 in.WC

VENTILATION					
Air Flow (cfm)		Supply Fan		Air Resistance (in.WC)	
Supply	3,000	Nominal Power	2.00 hp	Total	0.86
		Required Power	0.96 hp	Ext Supply	0.50
		Drive Type	MSAV Belt Drive		
		RPM Range	590 - 890 rpm		
		Required RPM	779 rpm		

AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WC)								
Wet Coil	Humiditrol	Heat	Economizer	Filters	Diffuser	Exhaust	ERW	
0.11		0.12	0.13					

ELECTRICAL								
Voltage	460V 3Ph / 60Hz			Compressor RLA	12.1 amp			
MCA	20 amp			Condenser FLA	2.6 amp			
MOCP	25 amp			Supply Fan FLA	3.4 amp			
Oper Range-Nom Volt	+/- 10%			Cooling FLA Total	18.1 amp			

ADDITIONAL DATA				
Cabinet	101.25 in. x 60.12 in. x 46.88 in.		Total Weight	1,076 lb
Downflow Supply	20.0 in. x 28.0 in.		Base Unit Net Weight	918 lb
Downflow Return	24.0 in. x 27.0 in.		OAS/Econ Weight	77 lb
Filters	(4) 20.0 in. x 25.0 in. x 2.0 in.		Exhaust Weight	9 lb
Sound Rating	88 dBA		Gas Heat Weight	17 lb
			Coil/Hail Guard Weight	55 lb



Project Submittal

Tag:

LGC090SBM2G

Factory Installed Options

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Multi-Stage Air Volume Belt
440V/460V/480V 3Phase
175 Amp Terminal Block Factory Installed
Refrigerant R-454B
Supply Motor - 2.0 Hp Std- w/ MSAV
Supply Drive Kit 1 (590-890 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Environ Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

Field Installed Accessories

Catalog Number	Qty	Description
37G66	2	VFD Manual Bypass Field Installed Kit
21Z09	2	Single Enthalpy Control Field Installed
24M51	2	Combination Coil/Hail Guards Field Installed
54W96	2	Return Air Adaptor Plate Field Installed
54W56	2	80Amp Non-Fused Disconnect Field Installed
31A68	2	Supply OR Return Smoke Detector Field Installed

Product Features

Cabinet

Durable Outdoor Enamel Paint Finish
Totally Enclosed Outdoor Fan Motor
PVC Coated Fan Guard
Isolated Compressor Compartment

Cooling System

Scroll Compressor
High Capacity Driers
Crankcase Heater
Pre-charged Refrigeration System
Internal Pressure Relief Valve
System can operate from 45°F to 125°F without any additional controls

Heating System

Redundant Automatic Gas Valve with Manual Shut-off
Electronic Flame Sensor
Direct Spark Ignition
Inshot Burners
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

Control System

Fan and Limit Controls
Microprocessor Controls – Lennox® CORE Control System
Auto reset high & low pressure switch with strike 3 lockout feature in Lennox® CORE Control System
Phase/Voltage Detection
Return Air Sensor Factory Installed
Outdoor Air Sensor Factory Installed
Factory Installed Discharge Air Sensor
Refrigerant Detection System (RDS) and mitigation response, per UL safety standard 60335-2-40
Blower Proving Switch

Approvals and Compliance

Components are bonded for grounding to meet safety standards for servicing required by ETL, NEC and CEC
All models are fully charged and run tested to verify unit operation and functionality
All models have HCAI (formerly OSHPD) OSP and Special Seismic Certification (Number: OSP-0596), and meet 2021 International Building Code (IBC), 2022 California Building Code (CBC) ASCE 7, and ICC-ES AC156



Project Submittal

Only refrigerants in compliance with New York State regulations can be used in the state of New York

ETL and CSA listed

All models are ASHRAE 90.1-2025 compliant

All models meet DOE 2023 energy efficiency standards

All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements

All models have been sound tested in accordance with test conditions included in AHRI Standard 270 or 370

All models have FSA approval and are compliant with standard ASCE 7-22 (ASD) and the Florida Building Code Eighth Edition (2023)

Units are charged with virgin refrigerant to comply with NYCRR Part 494

Warranty

Limited warranty on aluminized heat exchanger of 10 years

Limited warranty on compressor of 5 years

Limited warranty on Environ Coil System of 3 years

Limited warranty on High Performance Economizer of 5 years

Limited warranty on all other components of 1 year

Limited warranty on Lennox® CORE Control System of 3 years

See Limited Warranty Certificate included with unit for details



Project Submittal

Tag: LGC120S2BM2G
Model: LGX120S5M - LGX120S5M 180k 3hp LLSens ENV

UNIT OVERVIEW

Voltage	AHRI IEER EER	MCA/MOCP (amp)	Gross Cooling Ttl/Sens (MBH)	Net Cooling Ttl/Sens (MBH)	Supply Air Flow (cfm)	ESP/TSP (in.WC)	EAT DB/WB (°F)	LAT DB/WB (°F)
460V 3Ph 60Hz	14.6 11	24 / 30	127.7 / 93.2	120.6 / 86.1	4,000	0.75 / 1.29	80.0 / 67.0	57.5 / 56.4

COOLING

Cooling Performance		Temperatures (DB/WB °F)	
Gross Cooling (Ttl/Sens)	127.7 / 93.2 MBH	Ambient	95.0
Net Cooling (Ttl/Sens)	120.6 / 86.1 MBH	Entering	80.0 67.0
Coil Moisture Removal	32.50 lb/hr	Total Leaving - (Coil)	57.5 56.4
System Moisture Removal	32.50 lb/hr	Total Leaving - (Unit)	59.2 57.1

ARI Performance		Compressors		Refrigerant		Condensate Drain	
AHRI Cooling	119.0 / 116.0 MBH	Cooling Stages	3	Type	R-454B	Qty	2
AHRI Power	10,500 W	Compressor Qty	2	Charge	8 LBS. 1 OZ.	Size	1 in.
		Compressor RLA	13.3 amp			Pipe Thread	npt

HEATING

Heating Performance		Temperatures (DB/WB °F)		Specifications	
Output (High/Low)	144.0 / 93.6 MBH	Gas Heat Rise	33.3	Heat Stages	2
Input (High/Low)	180.0 / 117.0 MBH	Total Leaving	33.3	Thermal Efficiency	81.0%
				Gas Line Size	0.75 in.
				Gas Pressure	7 in.WC

VENTILATION

Air Flow (cfm)		Supply Fan		Air Resistance (in.WC)	
Supply	4,000	Nominal Power	3.00 hp	Total	1.29
		Required Power	2.36 hp	Ext Supply	0.75
		Drive Type	MSAV Belt Drive		
		RPM Range	940 - 1,200 rpm		
		Required RPM	950 rpm		

AIR RESISTANCE - OPTIONS/ACCESSORIES (in.WC)

Wet Coil	Humiditrol	Heat	Economizer	Filters	Diffuser	Exhaust	ERW
0.14		0.21	0.19				

ELECTRICAL

Voltage	460V 3Ph / 60Hz	Compressor RLA	13.3 amp
MCA	24 amp	Condenser FLA	3.0 amp
MOCP	30 amp	Supply Fan FLA	4.8 amp
Oper Range-Nom Volt	+/- 10%	Cooling FLA Total	21.1 amp

ADDITIONAL DATA

Cabinet	101.25 in. x 60.12 in. x 46.88 in.	Total Weight	1,160 lb
Downflow Supply	20.0 in. x 28.0 in.	Base Unit Net Weight	1,002 lb
Downflow Return	24.0 in. x 27.0 in.	OAS/Econ Weight	77 lb
Filters	(4) 20.0 in. x 25.0 in. x 2.0 in.	Exhaust Weight	9 lb
Sound Rating	90 dBA	Gas Heat Weight	17 lb
		Coil/Hail Guard Weight	55 lb



Project Submittal

Tag: LGC120S2BM2G

Factory Installed Options

High Performance Economizer Factory Installed
Single Sensible Economizer Control
Belt Drive
Unit Orientation Downflow
Supply Fan: Multi-Stage Air Volume Belt
440V/460V/480V 3Phase
175 Amp Terminal Block Factory Installed
Refrigerant R-454B
Supply Motor - 3.0 Hp Std- w/ MSAV
Supply Drive Kit 5 (940-1200 RPM)
Barometric Relief Damper Factory Installed
180K A.S. (Dual Stage)
Non-Hinged Doors Factory Installed
Environ Condenser Coil System Factory Installed
2" MERV4 - Std. Filter Factory Installed

Field Installed Accessories

Catalog Number	Qty	Description
37G66	1	VFD Manual Bypass Field Installed Kit
24C85	1	Combination Coil/Hail Guards Field Installed
54W96	1	Return Air Adaptor Plate Field Installed
54W56	1	80Amp Non-Fused Disconnect Field Installed

Product Features

Cabinet

Durable Outdoor Enamel Paint Finish
Totally Enclosed Outdoor Fan Motor
PVC Coated Fan Guard
Isolated Compressor Compartment

Cooling System

Scroll Compressor
High Capacity Driers
Crankcase Heater
Pre-charged Refrigeration System
Internal Pressure Relief Valve
System can operate from 45°F to 125°F without any additional controls

Heating System

Redundant Automatic Gas Valve with Manual Shut-off
Electronic Flame Sensor
Direct Spark Ignition
Inshot Burners
If configured for room sensor control, additional staging may be possible. Refer to performance tables within the EHB

Control System

Fan and Limit Controls
Microprocessor Controls – Lennox® CORE Control System
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Project Submittal

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All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements

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Warranty

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Limited warranty on compressor of 5 years

Limited warranty on Environ Coil System of 3 years

Limited warranty on High Performance Economizer of 5 years

Limited warranty on all other components of 1 year

Limited warranty on Lennox® CORE Control System of 3 years

See Limited Warranty Certificate included with unit for details

EQUIPMENT LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

PLEASE READ DISPUTE RESOLUTION SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS

Failure to maintain equipment will void this Limited Warranty.

LIMITED WARRANTY

Subject to the terms herein, this Limited Warranty covers components within the following equipment (hereafter, referred to as the "Equipment"):

Equipment Type	Model Number
Unit Heaters	LF25 and LS25 (125,000 to 400,000 Btuh units)
Air Handlers	ELKA, ELXA
Air Conditioners (3 Phase)	ELKC, ELXC, ML13KC1, ML14XC1, ML17KC2, ML18XC2
Heat Pumps (3 Phase)	ELKP, ELXP, ML14KP1, ML14XP1
Packaged Units (3 Phase)	KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD
Electric Heat Sections	AECB29, CHK, ECB27, ECB29, ECB38, ECH16, ECH24, EH17, ELEH, T1EH, Z1EH
Controls/Thermostats (Commercial applications)	CS3000, CS7500, CS8500, LCS-5030, LCS-7030, Wireless Repeater
Accessories	High-performance economizers, Variable-frequency drives (inverters)

This Limited Warranty only covers repair components contained within Equipment ("Covered Components"). It does NOT cover cabinets, cabinet pieces, driers, refrigerant, refrigerant line sets, belts, gaskets, wiring, fuses, oil nozzles, and consumable items or components that should be replaced as part of a regular maintenance program, such as lubricants and air filters.

Any accessories that are purchased directly from Lennox Industries Inc. or Allied Air Enterprises will receive the Limited Warranty for a Warranty Period of one (1) year unless outlined separately in a Manufacturer warranty card.

NOTE: The installation of a replacement component under this Limited Warranty does not extend the Warranty Period of the underlying Equipment in which such component is installed. Notwithstanding the foregoing, in the event the manufacturing defect arises within Equipment that by its nature replacement components are not offered but rather full replacement equipment is required, replacement of such equipment will result in a new Warranty Period only for such new equipment.

LIMITED WARRANTY PERIOD:

This Limited Warranty begins on the date the Equipment is originally installed and ends as set forth below (the "Warranty Period"). If the date of original installation cannot be verified, the Warranty Period begins six (6) months after the date of manufacture, unless prohibited by law. *Regardless of the date of installation, the Warranty Period will begin no later than 18 months from the date of manufacture, unless prohibited by law.* Notwithstanding the above, when Equipment is installed in a newly constructed building, structure, or home, the Warranty Period begins on the closing date of purchase. Proof of closing may be required.

ONE-YEAR LIMITED WARRANTY

All Applications

Covered components in the Equipment (except for heat exchangers, burners, all-aluminum condenser and evaporator coils, and compressors, which are covered as outlined separately) are warranted by the Manufacturer for a period of one (1) year when installed in either a "Residential Application" or a "Non-Residential Application." A Residential Application refers to a single- or multi-family dwelling, which includes homes, duplexes, apartments and condominiums used primarily for personal, family or household purposes. A Non-Residential Application refers to all premises that are not included in the definition of a Residential Application, including, but not limited to, all applications that are not primarily used for personal, family or household purposes.

NOTE - One-year coverage applies to all listed Equipment, with the exception of ELKC, ELKP, ML13, ML14, and ML17 Equipment installed in Residential Applications and the CS7500 & CS8500 Commercial thermostats, LCS-5030, LCS-7030 and Wireless Repeater installed in all applications (which are covered as outlined separately).

TWO-YEAR LIMITED WARRANTY

CS7500 & CS8500 Commercial Thermostats, LCS-5030, LCS-7030, and Wireless Repeater

All Applications

The CS7500 and CS8500 Commercial Thermostats, the LCS-5030, LCS-7030, and Wireless Repeater are warranted by the Manufacturer for a period of two (2) years when installed in all applications.

FIVE-YEAR LIMITED WARRANTY

ELKA, ELKC, ELKP, ELXA, ELXC, ELXP, ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2

Equipment Residential Applications

The covered components in the Equipment are warranted by the Manufacturer for a period of five (5) years when installed in a "Residential Application."

FIVE-YEAR LIMITED WARRANTY

High-Performance Economizers and Variable-Frequency Drives (Inverters) - All Applications

High-performance economizers and variable-frequency drives (inverters) are warranted by the Manufacturer for a period of five (5) years when installed in all applications.

LIMITED EXTENDED WARRANTY PERIOD

(for Heat Exchangers, Burners, All-Aluminum Condenser and Evaporator Coils, Compressors and Lennox Core Unit Controllers)

Notwithstanding the above, heat exchangers, burners, all-aluminum condenser and evaporator coils, compressors and Lennox Core Control System within the following Equipment are warranted by the Manufacturer for the following periods:

Equipment Model Number	Warranty Period for Heat Exchanger Only
KGB, KGC, LF25, LGX, LRP(3 Phase), LS25, QGA, ZGB, ZGC, ZGD with Aluminized Heat Exchanger	Ten (10) years - All applications
KGB, KGC, LF25, LGX, LS25, ZGB, ZGC, ZGD with Stainless Steel Heat Exchanger	Fifteen (15) years - All applications

Equipment Model Number	Warranty Period for Compressor Only
KCB, KCC, KGB, KGC, KHB, KHC, LCX, LGX, LHX, LRP(3 Phase), ML13KC1, ML14KP1, ML14XC1, ML14XP1, ML17KC2, ML18XC2, QCA, QGA, QHA, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD, ZHB, ZHC, ZHD	Five (5) years - All applications

Equipment Model Number	Warranty Period for All-Aluminum Condenser and Evaporator Coils Only
KCB, KCC, KGB, KGC, LCX, LGX, ZCB, ZCC, ZCD, ZGB, ZGC, ZGD	Three (3) years - All applications

Equipment Model Number	Warranty Period for Lennox Core Control System
LCX, LGX, LHX	Three (3) years - All applications

WARRANTY COVERAGE

Subject to the terms and conditions herein, if, during the Warranty Period, a Covered Component in the Equipment fails solely because of a manufacturing defect, the Manufacturer will provide a replacement component to the Owner through a licensed professional HVAC contractor. The Owner will be responsible for all shipping, freight, and handling charges, as well as all fees and

costs arising out of or relating to the warranty service, including, but not limited to, all trip charges, labor costs, and other costs involved in diagnostic calls or in removing, repairing, servicing, or replacing any component. For a period of 90 days after a warranty claim is filed under this Limited Warranty, the Owner is responsible for surrendering the failed component(s) to the Manufacturer upon request. The Manufacturer's sole responsibility under this Limited Warranty is to provide a replacement component as set forth above. In the event that any Covered Component is no longer available, the Manufacturer will, at its option, provide a substitute component or allow the Owner to purchase equivalent equipment at a reduced price off the Manufacturer list price in effect on the date of the failure.

Both the Manufacturer and the Owner of the Equipment are bound by this Limited Warranty.

MAKING A WARRANTY CLAIM

To make a warranty claim with Lennox, the Owner must contact an independent Lennox dealer or a licensed HVAC contractor. An independent Lennox dealer may be located by accessing www.lennox.com, e-mailing Lennox at www.lennox.com/help/contact-us/warranty (click on "E-mail our Contact Center"), or by calling Lennox at 1-800-9-Lennox.

To make a warranty claim with Allied, the Owner must contact an independent HVAC contractor or contact Allied Air Enterprises at 1-800-448-5872 or go to www.alliedair.com.

The owner must contact the HVAC contractor pursuant to this paragraph prior to the Warranty Period's expiration in order for the claim to be eligible for coverage. All warranty claims must be submitted within forty-five (45) days of the applicable product failure date. The failure to submit a claim within such forty-five (45) day period will result in the denial of a claim. The Manufacturer has no liability whatsoever in the event that the HVAC contractor fails to timely and/or properly file a claim hereunder.

The Owner may also contact the Manufacturer listed on the unit nameplate:

Lennox Industries Inc.
P.O. Box 799900
Dallas, TX 75379-9900
1-800-9LENNOX

Allied Air Enterprises
215 Metropolitan Drive
West Columbia, SC 29170
1-800-448-5872

When warranty coverage is requested, the Owner must provide, and the HVAC contractor must collect, the following:

- 1 - The Equipment model and serial number;
- 2 - The Owner's name and location of the Equipment;
- 3 - The date of original Equipment installation (or closing date for new construction); and
- 4 - An accurate description of the problem.

NOTE - Proof of prior maintenance and purchase may also be required.

DISCLAIMER OF WARRANTIES AND RESPONSIBILITY FOR DAMAGES

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY, THE MANUFACTURER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO FITNESS FOR ANY PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. ALL IMPLIED WARRANTIES WHICH MAY EXIST, NOTWITHSTANDING THIS DISCLAIMER, ARE LIMITED TO THE DURATION OF THIS

LIMITED WARRANTY AS APPLICABLE TO EACH COMPONENT. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER GUARANTEES, WARRANTIES, REPRESENTATIONS, CONDITIONS, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED. **OWNER ACKNOWLEDGES AND AGREES THAT IN DECIDING TO PURCHASE THE EQUIPMENT COVERED BY THIS WARRANTY, IT HAS NOT RELIED ON ANY STATEMENTS OR REPRESENTATIONS THAT ARE NOT CONTAINED WITHIN THIS WARRANTY.**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE MANUFACTURER SHALL NOT BE LIABLE, EITHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS, DAMAGE, OR INJURY TO PERSONS, INCLUDING DEATH, PROPERTY, OR THINGS, OR FOR DAMAGES OF ANY KIND OR NATURE INCLUDING BUSINESS INTERRUPTION, INCONVENIENCE, OR LOSS OF ANTICIPATED PROFITS OR SAVINGS OCCASIONED BY, ARISING OUT OF, OR RELATING TO THE USE, MISUSE, NON-USE, REPAIR, REPLACEMENT, OR DELAY IN DELIVERY OF THE EQUIPMENT. THE MANUFACTURER SHALL NOT BE LIABLE FOR THE COST OF ANY WORK DONE BY THE OWNER OR OTHERS TO THE EQUIPMENT.

This limitation of liability and disclaimer gives specific legal rights. Some jurisdictions do not allow the exclusion, waiver, or limitation of implied warranties or incidental or consequential damages. In such jurisdictions, the limitations or exclusions do not apply to the Owner. The Owner may also have other rights that may vary by jurisdiction.

EXCLUSIONS

The following limitations and exclusions apply to this Limited Warranty:

- 1 - Replacement components will not be provided under this Limited Warranty unless the Equipment containing the defective component is properly installed and maintained by a licensed professional HVAC installer or licensed HVAC contractor in accordance with the Manufacturer's installation, operation, and maintenance instructions, which are provided with the Equipment or available by contacting the Manufacturer.
 - 2 - Replacement components will not be provided under this Limited Warranty if the Equipment containing the defective component is moved after its initial installation.
 - 3 - Replacement components will not be provided under this Limited Warranty unless all repairs of the Equipment containing the defective component are made by a licensed professional HVAC installer or licensed HVAC contractor using manufacturer-specified service components.
 - 4 - Replacement components will not be provided under this Limited Warranty for any resulting systems that are not AHRI-matched systems.
 - 5 - This Limited Warranty does not cover damage or defect, resulting in whole or in part, from:
 - a - Any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes, or earthquakes;
 - b - Mold, animals, insects, or bodily fluids;
 - c - Installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled wastewater, urine, fertilizers, or other damaging substances, body fluids, or chemicals);
 - d - Accident, misuse, neglect, abuse, vandalism, theft, or unreasonable use or operation of the Equipment or component, including, but not limited to, operation of electrical equipment at voltages other than in the range specified on the unit nameplate (includes damages caused by brownouts);
 - e - Service performed or repairs made by anyone other than a licensed professional HVAC installer or contractor or any modification, change, or alteration of the Equipment or component, except as directed in writing by the Manufacturer;
 - f - Operation with system components (indoor unit, outdoor unit, and refrigerant control devices) that do not match or meet the specifications recommended by the Manufacturer;
 - g - Use of accessories or additives that have not been approved by the Manufacturer that are installed on or in the Equipment;
 - h - Operation of a system without the required filter drier. The filter drier must be replaced anytime the refrigerant circuit has been opened;
 - i - Use of contaminated or alternate refrigerant;
 - j - Operation of packaged gas/electric units (equipped with aluminized heat exchanger) with mixed air temperatures of less than 45°F (7°C);
 - k - Damage caused by frozen or broken water pipes;
 - l - Operation of a furnace field-installed downstream from a cooling coil;
 - m - Transit, delivery, packing, unpacking, assembly, installation, or removal;
 - n - Using or operating Equipment or other components thereof in a manner that is inconsistent with either its design or the way the Manufacturer intended it to be used.
- 6 - This Limited Warranty does not apply to cosmetic defects or damages or failures of non-operational components that do not inhibit the Equipment's proper operation and performance.
 - 7 - Replacement components will not be provided under this Limited Warranty for Equipment where the serial or model number plate is removed, defaced, or made illegible.
 - 8 - This Limited Warranty does not apply to any units that were installed in violation of regional government standards or other government requirements, or any repairs, services, or alterations needed to meet compliance with or changes in federal, state, or local codes or regulations.
 - 9 - This Limited Warranty does not apply to, nor is any warranty offered by the Manufacturer for, any Equipment or components that have been stolen or have been ordered over the Internet, by telephone, or other electronic means, unless the licensed HVAC installer selling the Equipment or components over the Internet, by telephone, or other electronic means, is also the installing contractor.
 - 10 - The Manufacturer will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electrical heat. This Limited Warranty also does not cover lodging expenses.

- 11 - The Manufacturer shall not be responsible for any default or delay in performance under this Limited Warranty caused by any factor or contingency outside of its control.

This Limited Warranty gives the Owner specific legal rights, as described herein, and the Owner may have other rights which vary by state.

DISPUTE RESOLUTION

NOTE - PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES.

Some jurisdictions do not allow mandatory arbitration provisions or class action waivers. In such jurisdictions, the following dispute resolution provisions do not apply. The Owner may have other rights that may vary by jurisdiction.

INDIVIDUAL ARBITRATION NOTICE: BY PURCHASING EQUIPMENT OR MAKING A CLAIM UNDER THIS LIMITED WARRANTY, THE OWNER IS AGREEING THAT ALL DISPUTES BETWEEN THE OWNER AND THE MANUFACTURER WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AS MORE FULLY OUTLINED BELOW.

- 1 - **Contact the Manufacturer:** Please report any Dispute (defined in items 1 and 2 on page 6) to the Manufacturer listed on the unit nameplate:

Lennox Industries Inc.	Allied Air Enterprises
Attn: Consumer Affairs	215 Metropolitan Drive
P.O. Box 799900	West Columbia, SC 29170
Dallas, TX 75379-9900	

Mandatory Arbitration: Both the Owner and the Manufacturer agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, the Owner or the Manufacturer may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.

Both the Owner and the Manufacturer waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts.

However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of the Owner's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at www.adr.org or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration

Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this Dispute Resolution section, the arbitration provision, and this Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. Except as expressly stated in Paragraph 2a, a court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate shall be broadly interpreted.

a - Arbitration Class Action Waiver (for all states other than California): The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between the Manufacturer and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.

A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

Arbitration Class Action Waiver (for California): The Owner and the Manufacturer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that the Owner shall be permitted to seek and obtain public injunctive relief in arbitration. Unless the Owner and the Manufacturer agree otherwise in writing, the arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between the Owner and the Manufacturer. The arbitrator may award monetary relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's monetary award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under *McGill v. Citibank, N.A.*, 2 Cal 5th 945 (2017) and related case law (that question shall be determined by an

arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. If an arbitrator deciding the McGill issue finds that this Arbitration Class Action Waiver is unenforceable, then the entire arbitration provision (other than this sentence and the preceding sentence) shall be null and void. For the avoidance of doubt, in no event shall an arbitration occur on a class action or collective basis.

- b - **Agency Proceedings:** This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the Manufacturer on the Owner's behalf.
- c - **Fees and Costs:** If the Owner's total damage claims in an arbitration are \$25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees, and costs (separate from Arbitration Costs as defined below), but may not grant the Manufacturer its attorney fees, expert fees, or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, the Manufacturer will pay all arbitration filing, administrative, and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants the Manufacturer to advance the Arbitration Costs for a Small Arbitration Claim before filing, the Manufacturer will do so at the Owner's written request which must be sent to the Manufacturer at the address in paragraph 1. In a Small Arbitration Claim case, the Manufacturer agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If the Owner's total damage claim in an arbitration exceeds \$25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and the Manufacturer (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, the Manufacturer will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.
- d - **Mass Arbitration (for residents outside of California only):** A "Mass Arbitration" shall be defined as any one of the following: (i) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 30 or more Small Arbitration Claims and/or Large Arbitration Claims within a thirty-day period; (ii) the same lawyer or law firm, alone or with other lawyers or law firms, files or causes to be filed 50 or more Small Arbitration Claims and/or Large Arbitration Claims within a sixty-day period; (iii) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel

(regardless of whether the lawyer or law firm is counsel of record) for 30 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a thirty-day period; or (iv) the same lawyer or law firm, alone or with other lawyers or law firms, serves as counsel (regardless of whether the lawyer or law firm is counsel of record) for 50 or more persons who file a Small Arbitration Claim and/or Large Arbitration Claim within a sixty-day period. In the event of a Mass Arbitration, notwithstanding anything to the contrary in subpart (c) above, the Manufacturer shall (i) not be required to advance or pay Arbitration Costs for any arbitration and (ii) may be awarded its reasonable attorney fees, expert fees, and costs if it prevails (without having to show that the Owner's claim was frivolous or in bad faith). The immediately preceding sentence shall apply only to those arbitrations that are filed once the definition of Mass Arbitration is met. Thus, by way of example, if the same law firm files 35 Small Arbitration Claims within a thirty-day period, the first 29 Small Arbitration Claims shall be governed by subpart 2(c) and the last six Small Arbitration Claims (i.e., arbitration numbers 30 through 35) shall be governed by this subpart 2(d). Once a law firm or lawyer is deemed part of a Mass Arbitration, all Small Arbitration Claims and Large Arbitration claims he/she/it files, assists in filing, or causes to be filed shall be governed by this subpart (d) unless and until the law firm or lawyer does not file, assists in filing, or causes to be filed any Small Arbitration Claims or Large Arbitration Claims for a period of one year.

- e - **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION PROVIDING WRITTEN NOTICE ("THE OPT-OUT NOTICE") TO THE MANUFACTURER** that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner). The Opt-Out Notice must be mailed to the Manufacturer at:

Lennox Industries Inc.	Allied Air Enterprises
Attn: Consumer Affairs	215 Metropolitan Drive
P.O. Box 799900	West Columbia, SC
Dallas, TX 75379-9900	291701

The Opt-Out Notice must state (i) the Owner's name and address, and that the Owner opts out of arbitration, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect this Limited Warranty, and the Owner will continue to enjoy the benefits of this Limited Warranty if the Owner opts out of arbitration. Any Opt-Out Notice received after the opt out **deadline will not be valid.**

- 2 - **Non-Arbitration Class Action and Jury Waiver:** If for any

reason any Dispute proceeds in court rather than arbitration, the Owner and the Manufacturer waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither

the Owner nor the Manufacturer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding; provided, however, that in California an individual can seek and obtain public injunctive relief.

- 3 - **Severability:** If any provision of this Limited Warranty shall be held by an arbitrator or a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties intend for that provision to be amended and construed in a manner designed to effectuate the purposes of that provision to the fullest extent permitted by law. If a provision cannot be so amended or construed, it will be severed, and the remaining provisions shall remain unimpaired, valid, and in full force and effect to the fullest extent permitted by law and shall be interpreted so as to best reasonably effect the intent of the parties. To the extent there is a conflict between this severability clause and the severability clause in paragraph 2(a), the clause in paragraph 2(a) shall govern. For the avoidance of doubt, the severability clause shall not be used in a manner that permits the Owner to bring a class or collective action.

DEFINITIONS

In addition to the terms defined above, the following definitions will apply to this Limited Warranty:

- 1 - The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements, or controversies that the Owner and the Manufacturer had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies related in any way to or arising in any way out of:
- a - the Equipment and components covered by this Limited Warranty;
 - b - any other Manufacturer equipment, component, or service;
 - c - any Manufacturer advertising, representation, or marketing;
 - d - any contract, warranty, or other agreement the Owner had or has with the Manufacturer;
 - e - any Manufacturer billing or other policy or practice;
 - f - any action or inaction by any Manufacturer officer, director, employee, agent, or other representative relating to any Manufacturer equipment, component, marketing, representation, or service;

g - any claims the Owner brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to, or in any way arise out of any Manufacturer equipment, component, marketing, representation, or service;

h - any claims the Manufacturer brings against the Owner; and

i - any aspect of the relationship between the Owner and the Manufacturer.

- 2 - "Dispute" and "Disputes" includes claims, disagreements, or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.
- 3 - The "Manufacturer" refers to the Manufacturer listed on the Equipment nameplate, as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
- 4 - "Limited Warranty" refers to this document.
- 5 - "Owner" refers to (i) the person or entity that originally purchased the Equipment from a licensed professional HVAC contractor; and (ii) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the Equipment is originally installed.

EQUIPMENT INFORMATION

NOTE TO CUSTOMER

Please complete information below and retain this warranty for records and future reference. As well, retain proof of commissioning documentation from the installer.

Unit Model Number: _____

Serial Number: _____

Installing Contractor: _____

Installation Date: _____ Phone: _____



SMITH HEATING & AIR CONDITIONING, INC.

"Serving Abilene Since 1870"
318 N.E. 14th
Abilene, KS 67410
Bus: (785) 263-2412

Abilene Community Center
1020 W 8th
Abilene, Kansas 67410

Brenden Alvarez
P: 785-263-2355
E: brenden@abilenecityhall.com

02/26/2026

We propose to furnish and install 9 Lennox rooftops (1-10 ton unit 6-8.5 ton units, 2-7.5 ton units). Reconnect to existing ducting, electrical, gas piping, control software (N4 Jace climate control system), drains to the gutters, crane lifting and labor for the sum of:

Total: \$ 197,091

****Extra: **All units currently have bushings on the gas lines, Bushings are not up to code and will be replaced with black iron reducing bells at a cost of \$212 per unit. \$1,908 total for all 9 units to be brought up to code.****

*****Comments*****

***Units have an estimated delivery time of 12 weeks. A more exact timeline can be given once the units are ordered.**

**** All replacement units will sit on existing roof curbs**

***** List of rooftop units with factory installed options and warranty are included.**

****** New units will have factory installed hail guards, Current units have no hail protection and are severely beat up.**



SMITH HEATING & AIR CONDITIONING, INC.

"Serving Abilene Since 1870"

318 N.E. 14th

Abilene, KS 67410

Bus: (785) 263-2412

Warranties:

-10 years on Heat Exchangers

-5 year on compressor

- Condenser coils and evaporator coils in refrigeration system have a 3 year warranty

-Economizers have a 5 year warranty

-Core control system has a 3 year warranty

-All other electrical components are covered under a 1 year warranty

Tag	Qty	Model	Description
8.5 ton			
	6	LGT102H5-PKG	LGT102H5...Packaged Gas/Electric / 8.5Ton / Configurable - 460V/3Ph/60Hz Factory Installed Options High Performance Economizer Factory Installed Single Sensible High Performance Economizer Direct Drive Unit Orientation Downflow Supply Fan: Multi-Speed ECM Direct Drive 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Built-in BACnet IP and MS/TP (standard) Refrigerant R-454B Supply Motor - 3.75 Hp - DirectPlus w/MSAV Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Combination Coil/Hail Guards Factory Installed Return Air Adaptor Plate Factory Installed Hinged Access Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed

7.5 ton			
	2	LGT092H5-PKG	LGT092H5...Packaged Gas/Electric / 7.5Ton / Configurable - 460V/3Ph/60Hz Factory Installed Options Direct Drive Unit Orientation Downflow Supply Fan: Multi-Speed ECM Direct Drive 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Built-in BACnet IP and MS/TP (standard) Refrigerant R-454B Supply Motor - 3.75 Hp - DirectPlus w/MSAV 180K A.S. (Dual Stage) Combination Coil/Hail Guards Factory Installed Return Air Adaptor Plate Factory Installed Hinged Access Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed

10 ton			
	1	LGT120H5-PKG	LGT120H5...Packaged Gas/Electric / 10Ton / Configurable - 460V/3Ph/60Hz Factory Installed Options High Performance Economizer Factory Installed Single Sensible High Performance Economizer Direct Drive Unit Orientation Downflow Supply Fan: Multi-Speed ECM Direct Drive 440V/460V/480V 3Phase 175 Amp Terminal Block Factory Installed Built-in BACnet IP and MS/TP (standard) Refrigerant R-454B Supply Motor - 3.75 Hp - DirectPlus w/MSAV Barometric Relief Damper Factory Installed 180K A.S. (Dual Stage) Combination Coil/Hail Guards Factory Installed Return Air Adaptor Plate Factory Installed Hinged Access Doors Factory Installed Environ Condenser Coil System Factory Installed 2" MERV4 - Std. Filter Factory Installed



Project Submittal

All models are ASHRAE 90.1-2025 compliant

All models meet DOE 2023 energy efficiency standards

All models are listed to UL 60335-1 and UL 60335-2-40 and meet the Refrigerant Detection and Dissipation Requirements

All models have been sound tested in accordance with test conditions included in AHRI Standard 270 or 370

All models have FSA approval and are compliant with standard ASCE 7-22 (ASD) and the Florida Building Code Eighth Edition (2023)

Units are charged with virgin refrigerant to comply with NYCRR Part 494

Warranty

Limited warranty on aluminized heat exchanger of 10 years

Limited warranty on compressor of 5 years

Limited warranty on Environ Coil System of 3 years

Limited warranty on High Performance Economizer of 5 years

Limited warranty on all other components of 1 year

Limited warranty on Lennox® CORE Control System of 3 years

See Limited Warranty Certificate included with unit for details



February 26, 2026

To: City of Abilene

Attn: Brendon Alvarez

RE: Abilene Recreation Center RTU Replacement

Thank you for considering Kruse Corporation for the above-mentioned project. The basis of our proposal is the RFB as provided by the City of Abilene. All material and labor needed for complete installation is included in the pricing below.

Included in our **Abilene Rec Center RTU Replacement:**

- Furnish and installation of nine (9) Lennox RTU's as specified and indicated on the drawings
 - Configured exactly like existing units
- Furnish material and labor to remove and dispose of existing equipment
- Furnish material and labor to mount accessories on new equipment
- Furnish and installation of line voltage electrical as needed for complete installation
- Furnish material and labor to disconnect and reconnect existing HVAC building controls
- Modification of existing gas piping to connect to new equipment
- Rental equipment as needed for our scope of work
- Hoisting as needed for our scope of work
- Start up and owner training on new equipment

BASE BID ABILENE RECREATION CENTER RTU REPLACEMENT: \$ 238,890.00

Project Specific Exclusions:

- **Sales tax or bond (Kruse Corporation bond rate is 1.6%)**
- **Overtime, double time, or holiday pay (all labor figured as standard working hours)**
- **Seismic bracing**
- **3rd party commissioning**



Standard Exclusions:

- Furnish or installation of the gas meters - N/A to this project
- Furnish or installation of the site gas piping - N/A to this project
- Concrete cut/patch/removal/replacement (No wall, floor or equipment pads)
- Roofing cut/patch/removal/replacement
- Wall cut/patch/removal/replacement
- X-ray or ground-penetrating radar for floors or walls
- Ceiling work of any kind
- Asbestos abatement
- Furnish or installation of any fire or fire/smoke dampers not specifically shown
- Division 21 fire protection or suppression piping work of any kind
 - No material, labor, equipment, or associated subcontractors
- Brick cut/patch/removal
- Ceiling access panels
- Painting of any kind
- Structural members, steel supports, lintels or equipment pads of any kind
- NADCA interior duct cleaning
 - We will cover the ends of duct for dust control and wipe clean if necessary

Quotes are good for thirty (30) days.

Kruse Corporation appreciates the opportunity to quote you on this project. If you have any questions, please do not hesitate to call (316) 838-7885.

Respectfully submitted,
KRUSE CORPORATION

Justin Frank
Vice President

City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Debbie Lytle
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Deputy City Manager/
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, March 9, 2026

Session: Regular Meeting

Topic: Presentation of Sewer Utility Rate Study and Financial Recommendations

Department: Administration

Staff Contact: Interim City Manager

Background:

On June 1, 2025, the City entered into an agreement with Kansas Municipal Utilities (KMU) to conduct a rate review for the water, sewer, and stormwater utilities. Based on the need for a full cost-of-service and rate study for the water utility, staff contacted KMU and terminated the water portion of the agreement at no cost or penalty to the City. City staff then worked with KMU to proceed with the sewer and stormwater portions of the rate review, which KMU advised they would fund through a Technical Assistance Grant.

KMU completed the sewer rate analysis for the City. The purpose of the study was to evaluate the financial condition of the City's sewer utility, assess revenue sufficiency, and analyze the impacts of potential rate adjustments in light of operating costs, reserve funding, and existing and anticipated debt obligations.

The analysis compares scenarios with no rate increases to scenarios with recommended rate adjustments and identifies the financial risks associated with maintaining current rates, including operating shortfalls, declining cash balances, and inadequate debt service coverage. The study also outlines recommended sewer rate increases designed to stabilize the utility fund, improve long-term financial sustainability, and support future system needs.

Beth Warren, Water Services Financial Specialist with Kansas Municipal Utilities, will present the results of the sewer rate study, including key findings and recommendations, to the City Commission for review and consideration.

City Attorney Review: N/A

Options:

1. Direct staff to move this item and a implementing ordinance to the March 23, 2026, regular meeting agenda under Unfinished Business to allow for further consideration
2. Direct staff to move this item to the March 23, 2026, study session agenda for further discussion and analysis – providing staff with the data or analysis the Commission requires for further analysis.

Recommendation: Direct staff to move this item to the March 23, 2026, study session agenda for further discussion and analysis – providing staff with the data or analysis the Commission requires for further analysis.

**Kansas Municipal Utilities
Utility Rate Review
Agreement for Services**

1. Agreement. This agreement is between Kansas Municipal Utilities, Inc. (KMU), with offices at 2090 East Avenue A, McPherson, Kansas 67460, and the City of Abilene (CITY), with offices at 419 N. Broadway, Abilene, Kansas 67410. This agreement contains the entire agreement between the parties with respect to the services described herein and supersedes prior documentary or oral understanding between the parties and may not be amended except by a document signed by both parties and referring specifically to this agreement.

2. Services. KMU agrees to independently review the CITY's existing water and sewer utility rates and provide a report on the revenue sufficiency of the CITY's rate structure. The study will take place over an approximate ninety-day period, commencing June 1, 2025. KMU shall provide the following:

- a) An electronic copy of the full reviews, along with a summary reports of each.
- b) One planned trip to the CITY to attend a special work session or regular council meeting for final presentation.

3. Consideration. In consideration for the services to be provided by KMU, the CITY agrees to pay a member rate of \$4,800 to be billed at completion of the study.

4. Confidentiality. All reports, documents and material developed or acquired by KMU, as a direct requirement of this agreement, shall remain property of the CITY. KMU agrees and understands that all discussions with the CITY and all information gained by KMU as a result of KMU's performance under this agreement shall be

confidential and that no reports, documentation, or material prepared as required for the review shall be released to the public without prior written consent of the CITY. KMU acknowledges that it is aware of the fact that the CITY is subject to the Kansas Open Meetings Act.

5. Force Majeure. KMU shall be excused from performance under this agreement if it cannot complete the services provided above because of acts of God, strikes, lockouts, or other conditions beyond its control.

6. Indemnity. The CITY understands and saves harmless KMU and its employees, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns (collectively the RELEASEES) from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to participation in the rate review.

7. Agreement Binding on Successors. This agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

8. Termination. This agreement shall terminate upon completion of rate review. Termination at any other time must be upon the mutual written consent of KMU and the CITY.

9. Disclosure. This rate review does not cover or include municipal advisory activities as defined by 17 CFR § 240.15Ba1-1(e). If municipal advisory activities become necessary as part of this rate review, then a firm of the CITY's choosing will be contacted to provide those activities, as needed.

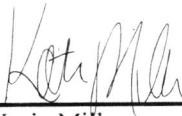
City of Abilene, Kansas



Ron Marsh
City Manager
CITY

5/13/25
Date

Kansas Municipal Utilities, Inc.



Katie Miller
Director of Water Services
Kansas Municipal Utilities

5/14/25
Date

Table 1

**City of Abilene
Sewer Rate Analysis
Summary of Results and Financial Statistics**

	<u>A</u>	<u>B</u>
Proposed Rate Increase for year 2026	0.00%	46.25%
Proposed Rate Increases for years 2027 - 2030	0.00%	3.75%
Estimated Surplus (Shortfall)		
Revenues Over (Under) Expenditures for 2026	(\$713,030)	\$3,256
Revenues Over (Under) Expenditures for 2030	(\$1,017,828)	\$77,871
Debt service coverage ratio	(1)	
Debt service coverage ratio for 2026	0.0317	1.3311
Debt service coverage ratio for 2030	(0.4819)	1.5285
Estimated Ending Cash Balance	(2)	
Estimated unencumbered cash for 2025	\$78,896	\$78,896
Days of cash on hand	N/A	N/A
Estimated unencumbered cash for 2026	(\$522,240)	\$195,936
Days of cash on hand	(81)	30
Estimated unencumbered cash for 2030	(\$3,690,235)	\$830,551
Days of cash on hand	(502)	110
Summary of other Fund Balances		
Equipment Reserve - Sewer		
Estimated unencumbered cash for 2025	\$5	\$5
Estimated unencumbered cash for 2026	\$55,005	\$55,005
Estimated unencumbered cash for 2030	\$368,005	\$368,005

(1) Recommendation for cities is to have a coverage ratio of 1.0000

(2) Recommendation is to have a minimum of 180 days of operating cash on hand

Notes:

All Versions include \$100,000 annual budget transfer to Equipment Reserve - Sewer

New Debt Service related to 2026 KDHE Sewer Loan was incorporated in 2027

2026 KDHE Sewer Loan was amortized over 20 years at 3% (not finalized)

New Debt Service related to General System Improvements was incorporated in 2029

Table 2

**City of Abilene
Sewer Rate Analysis
Summary of Estimated Charges and Bill Amounts for Inside City Limit Users**

	<u>A</u>	<u>B</u>
Proposed Rate Increase for year 2026	0.00%	46.25%
Proposed Rate Increases for years 2027 - 2030	0.00%	3.75%
Monthly minimum (1)		
For 2025	\$15.30	\$15.30
For 2026	\$15.30	\$22.38
For 2030	\$15.30	\$25.93
Usage charge(s) (2)		
For 2025	\$0.64	\$0.64
For 2026	\$0.64	\$0.94
For 2030	\$0.64	\$1.09
Summary of Charges for 5,000 gallon bill (3)		
For 2025	\$47.50	\$47.50
For 2026	\$47.50	\$69.47
For 2030	\$47.50	\$80.49
Summary of Charges for 10,000 gallon bill		
For 2025	\$79.70	\$79.70
For 2026	\$79.70	\$116.56
For 2030	\$79.70	\$135.05

(1) Minimum charge does not include any usage

(2) Billed per 100 gallons

(3) Average residential sewer bill for 5,000 gallons across the State of Kansas was \$35.00

Notes:

All Versions include \$100,000 annual budget transfer to Equipment Reserve - Sewer

New Debt Service related to 2026 KDHE Sewer Loan was incorporated in 2027

2026 KDHE Sewer Loan was amortized over 20 years at 3% (not finalized)

New Debt Service related to General System Improvements was incorporated in 2029

Table 2

**City of Abilene
Sewer Rate Analysis
Summary of Estimated Charges and Bill Amounts for Outside City Limit Users**

	<u>A</u>	<u>B</u>
Proposed Rate Increase for year 2026	0.00%	46.25%
Proposed Rate Increases for years 2027 - 2030	0.00%	3.75%
Monthly minimum (1)		
For 2025	\$22.94	\$22.94
For 2026	\$22.94	\$33.55
For 2030	\$22.94	\$38.87
Usage charge(s) (2)		
For 2025	\$0.97	\$0.97
For 2026	\$0.97	\$1.41
For 2030	\$0.97	\$1.64
Summary of Charges for 5,000 gallon bill		
For 2025	\$71.24	\$71.24
For 2026	\$71.24	\$104.19
For 2030	\$71.24	\$120.72
Summary of Charges for 10,000 gallon bill		
For 2025	\$119.54	\$119.54
For 2026	\$119.54	\$174.83
For 2030	\$119.54	\$202.56

(1) Minimum charge does not include any usage

(2) Billed per 100 gallons

Notes:

All Versions include \$100,000 annual budget transfer to Equipment Reserve - Sewer
 New Debt Service related to 2026 KDHE Sewer Loan was incorporated in 2027
 2026 KDHE Sewer Loan was amortized over 20 years at 3% (not finalized)
 New Debt Service related to General System Improvements was incorporated in 2029

Table 1

City of Abilene
Sewer Rate Analysis
Income Statement Summary
Historical Years ending December 31, 2021 through 2024

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Receipts				
Charges for services	\$ 1,632,583	\$ 1,568,850	\$ 1,625,678	\$ 1,631,860
Interest income	300	321	4,127	9,739
Reimbursed expenses	1,448	9,704	2,529	3,199
Miscellaneous	-	-	-	-
Refunds	9,082	1,356	14,698	7,125
Total receipts	\$ 1,643,413	\$ 1,580,231	\$ 1,647,032	\$ 1,651,923
Expenditures				
Collection				
Salaries and benefits	\$111,915	\$107,722	\$110,977	\$137,731
Services and supplies	56,127	42,606	44,752	54,327
Capital outlay	8	7,425	1,407	56,452
Wastewater treatment plant				
Salaries and benefits	179,784	218,554	231,917	251,647
Services and supplies	269,619	361,266	401,314	336,195
Capital outlay	-	36,171	50,000	-
Commercial				
Salaries and benefits	140,001	148,161	170,068	178,937
Contractual services	4,968	4,700	4,917	4,917
Services and supplies	117,225	126,625	177,863	165,857
Capital outlay	443	-	3,738	(33)
Debt Service				
Principal payments	400,000	425,000	446,500	462,500
Interest payments	141,175	124,875	107,064	88,555
Transfer to				
General Fund	-	82,500	181,000	81,000
Equipment Reserve - Sewer	-	50,000	-	100,000
Total expenditures	\$1,421,265	\$1,735,605	\$1,931,517	\$1,918,085
Receipts over (under) expenditures	\$222,148	(\$155,374)	(\$284,485)	(\$266,162)
Unencumbered cash, beginning	\$790,026	\$1,012,174	\$856,800	\$572,315
Unencumbered cash, ending	\$1,012,174	\$856,800	\$572,315	\$306,153
Days of cash on hand	260	180	108	58

Table 2

**City of Abilene
Sewer Rate Analysis
Income Statement Summary (Equipment Reserve Sewer Fund)
Historical Years ending December 31, 2021 through 2024**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Receipts				
Transfers in:				
Sewer utility fund	\$0	\$50,000	\$0	\$100,000
Interest Income	33	58	14	42
Miscellaneous	-	149,600	-	
Total receipts	\$ 33	\$ 149,658	\$ 14	\$ 42
Expenditures				
Capital outlay	\$0	\$521,897	\$0	\$10,800
Total expenditures	\$0	\$521,897	\$0	\$10,800
Receipts over (under) expenditures	\$33	(\$372,239)	\$14	(\$10,758)
Unencumbered cash, beginning	\$335,140	\$335,173	(\$37,066)	(\$37,052)
Unencumbered cash, ending	\$335,173	(\$37,066)	(\$37,052)	(\$47,810)

Table 3

**City of Abilene
Sewer Rate Analysis
Summary of Rate Charges
Historical Years ending December 31, 2021 through 2024**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Monthly minimum ⁽¹⁾				
Residential - In City	\$15.30	\$15.30	\$15.30	\$15.30
Commercial - In City	15.30	15.30	15.30	15.30
Residential - Outside	22.94	22.94	22.94	22.94
Commercial - Outside	22.94	22.94	22.94	22.94
Usage charge(s) ⁽²⁾				
Residential - In City	\$0.644	\$0.644	\$0.644	\$0.644
Commercial - In City	0.644	0.644	0.644	0.644
Residential - Outside	0.966	0.966	0.966	0.966
Commercial - Outside	0.966	0.966	0.966	0.966

⁽¹⁾ Monthly minimum includes 0 gallons

⁽²⁾ Per 100 gallons

Table 4

City of Abilene
Sewer Rate Analysis
Summary of Historical Number of Customers
Historical Years ending December 31, 2021 through 2024

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Customer group				
Residential - In City	2,485	2,506	2,519	2,523
Commercial - In City	311	310	317	322
Residential - Outside	91	93	93	95
Commercial - Outside	10	10	10	10
Total number of customers	2,897	2,919	2,940	2,950
<i>% Growth (Decline)</i>				
<i>Residential - In City</i>		0.83%	0.54%	0.16%
<i>Commercial - In City</i>		-0.21%	2.23%	1.47%
<i>Residential - Outside</i>		2.21%	0.81%	1.52%
<i>Commercial - Outside</i>		0.00%	0.00%	0.00%

Table 5

**City of Abilene
Sewer Rate Analysis
Summary of Historical Customer Usage
Historical Years ending December 31, 2021 through 2024**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Customer group				
Residential - In City	96,627,719	92,953,592	93,635,131	93,888,839
Commercial - In City	54,159,893	49,484,276	49,695,089	50,137,762
Residential - Outside	3,066,260	2,740,133	3,103,010	2,843,402
Commercial - Outside	1,560,424	1,200,600	1,200,600	1,200,600
Total gallons billed	155,414,296	146,378,601	147,633,830	148,070,603
<i>Average usage per customer group</i>				
<i>Residential - In City</i>	<i>3,240</i>	<i>3,092</i>	<i>3,097</i>	<i>3,101</i>
<i>Commercial - In City</i>	<i>14,508</i>	<i>13,284</i>	<i>13,050</i>	<i>12,976</i>
<i>Residential - Outside</i>	<i>2,821</i>	<i>2,466</i>	<i>2,771</i>	<i>2,501</i>
<i>Commercial - Outside</i>	<i>13,004</i>	<i>10,005</i>	<i>10,005</i>	<i>10,005</i>

Table 6

City of Abilene
Sewer Rate Analysis
Revenue Comparison
Historical Years ending December 31, 2021 through 2024

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Revenue from monthly minimum				
Residential - In City	\$456,231	\$460,025	\$462,519	\$463,238
Residential - Outside	57,115	56,993	58,262	59,119
Commercial - In City	16,631	16,998	17,136	17,396
Commercial - Outside	1,836	1,836	1,836	1,836
Calculated revenue	\$531,813	\$535,852	\$539,753	\$541,589
Revenue from usage charge(s)				
Residential - In City	\$622,283	\$598,621	\$603,010	\$604,644
Residential - Outside	348,790	318,679	320,036	322,887
Commercial - In City	29,620	26,470	29,975	27,467
Commercial - Outside	15,074	11,598	11,598	11,598
Calculated revenue	\$1,015,766	\$955,367	\$964,619	\$966,596
Total revenue calculated	\$1,547,579	\$1,491,219	\$1,504,373	\$1,508,186
Revenue reported within audit	\$1,632,583	\$1,568,850	\$1,625,678	\$1,631,860
Variance	(\$85,004)	(\$77,631)	(\$121,305)	(\$123,674)
% Difference (Model error)	-5.49%	-5.21%	-8.06%	-8.20%

Table 7

City of Abilene
Sewer Rate Analysis
Forecasted Number of Customers

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Customer group									
Residential - In City	2,523	2,508	2,512	2,523	2,531	2,535	2,539	2,543	2,547
Commercial - In City	322	315	314	322	330	333	337	341	345
Residential - Outside	95	93	93	95	98	99	101	102	104
Commercial - Outside	10	10	10	10	10	10	10	10	10
Total number of customers	2,950				2,968	2,977	2,987	2,996	3,005
% Growth (Decline)									
Residential - In City	0.16%	0.51%	0.54%	0.16%	0.16%	0.16%	0.16%	0.16%	0.16%
Commercial - In City	1.47%	1.16%	1.47%	1.16%	1.16%	1.16%	1.16%	1.16%	1.16%
Residential - Outside	1.52%	1.51%	1.52%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%
Commercial - Outside	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Assumptions

Base number of customers = 2024 customer data

Base growth (decline) is minimum between mean, median, and rate for year 2024

Information in bold is based on input from city staff

Table 8

City of Abilene
Sewer Rate Analysis
Forecasted Annual Demand

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Customer group									
Residential - In City	93,888,839	94,276,320	93,761,985	93,888,839	94,126,780	94,273,123	94,419,694	94,566,493	94,713,520
Commercial - In City	50,137,762	50,869,255	49,916,426	50,137,762	51,309,217	51,905,168	52,508,042	53,117,918	53,734,877
Residential - Outside	2,843,402	2,938,201	2,954,831	2,843,402	2,930,034	2,974,334	3,019,305	3,064,955	3,111,296
Commercial - Outside	1,200,600	1,290,556	1,200,600	1,200,600	1,200,600	1,200,600	1,200,600	1,200,600	1,200,600
Total gallons billed	148,070,603				149,566,630	150,353,226	151,147,641	151,949,966	152,760,293
Average usage per customer group									
Residential - In City	3,101	3,133	3,099	3,099	3,099	3,099	3,099	3,099	3,099
Residential - Outside	12,976	13,455	13,167	12,976	12,976	12,976	12,976	12,976	12,976
Commercial - In City	2,501	2,640	2,636	2,501	2,501	2,501	2,501	2,501	2,501
Residential - Outside	10,005	10,755	10,005	10,005	10,005	10,005	10,005	10,005	10,005

Assumptions

Base average usage is minimum between mean, median, and average for year 2024

Information in bold is based on input from city staff

Table 9

**City of Abilene
Sewer Rate Analysis
Forecasted Expenditures
Version A - No Proposed Changes**

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Expenditures									
Collection									
Salaries and benefits	\$137,731	\$117,086	\$111,446	\$137,731	\$156,178	\$163,987	\$172,186	\$180,796	\$189,835
Services and supplies	54,327	49,453	49,540	54,327	22,550	23,678	24,861	26,104	27,410
Capital outlay	56,452	16,323	4,416	56,452	65,950	69,248	72,710	76,345	80,163
Wastewater treatment plant									
Salaries and benefits	251,647	220,476	225,236	251,647	299,438	314,410	330,130	346,637	363,969
Commodities	N/A	N/A	N/A	N/A	265,450	278,723	292,659	307,292	322,656
Services and supplies	336,195	342,099	348,731	348,731	239,750	251,738	264,324	277,541	291,418
Capital outlay	0	21,543	18,086	21,543	0	0	0	0	0
Commercial									
Salaries and benefits	178,937	159,292	159,115	178,937	244,413	256,634	269,465	282,939	297,086
Contractual services	4,917	4,876	4,917	4,917	167,213	175,574	184,352	193,570	203,248
Services and supplies	165,857	146,893	146,241	165,857	42,550	44,678	46,911	49,257	51,720
Capital outlay	(33)	1,037	222	1,037	0	0	0	0	0
Debt Service									
Principal payments	462,500	433,500	435,750	N/A	N/A	N/A	N/A	N/A	N/A
Interest payments	88,555	115,417	115,970	N/A	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	N/A	N/A	N/A	N/A	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	N/A	N/A	N/A	N/A	532,125	532,125	535,963	0	0
Transfer to									
General Fund	81,000	86,125	81,750	N/A	81,727	82,103	82,482	82,865	83,252
Equipment Reserve - Sewer	100,000	37,500	25,000	100,000	100,000	100,000	100,000	100,000	100,000
New Debt Service									
General System Improvements	N/A	N/A	N/A	N/A	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	N/A	N/A	N/A	N/A	26,886	26,886	26,886	26,886
Total expenditures	\$1,918,085				\$2,237,899	\$2,340,686	\$2,423,136	\$2,469,876	\$2,557,227
Margin				5.00%	\$111,895	\$117,034	\$121,157	\$123,494	\$127,861
Total expenditures and margin					\$2,349,794	\$2,457,720	\$2,544,293	\$2,593,370	\$2,685,088

Base expense amount for 2026 is based on City's 2026 Budget.

Operating expenses were inflated at 5% per year.

Debt service related to Series 2019 Bonds does not mature until September 1, 2039

Debt service related to Series 2019-B Bonds does not mature until March 1, 2028

Transfers to General Fund are based on 5% of forecasted charges for services

Transfers Equipment Reserve were based on initial forecast amount and were forecasted to remain flat.

New Debt Service related to General System Improvements was based on annual budget of \$500,000

Total issue size is estimated to be 400,000 for the issue related to 2026 KDHE Loan

Information in bold is based on input from city staff.

Table 10

**City of Abilene
Sewer Rate Analysis
Forecasted Cash Receipts
Version A - No Proposed Changes**

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Receipts									
Charges for services	\$1,631,860	\$1,614,743	\$1,628,769		\$1,634,540	\$1,642,054	\$1,649,641	\$1,657,301	\$1,665,036
Interest income	9,739	3,622	2,224	2,224	2,224	2,224	2,224	2,224	2,224
Reimbursed expenses	3,199	4,220	2,864	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
Refunds	7,125	8,065	8,104	0	0	0	0	0	0
Total receipts	\$1,651,923				\$1,636,764	\$1,644,278	\$1,651,865	\$1,659,525	\$1,667,260

Assumptions

Charges for services are based on calculations found on Table 12

Base receipt amount is minimum between mean, median, and amount expensed in year 2024.

Cash receipts were forecasted to remain flat over the forecast period.

Information in bold is based on input from city staff.

Table 11

**City of Abilene
Sewer Rate Analysis
Pro Forma Analysis
Version A - No Proposed Changes**

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Receipts					
Charges for services	\$1,634,540	\$1,642,054	\$1,649,641	\$1,657,301	\$1,665,036
Interest income	2,224	2,224	2,224	2,224	2,224
Reimbursed expenses	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Refunds	0	0	0	0	0
Total receipts	\$1,636,764	\$1,644,278	\$1,651,865	\$1,659,525	\$1,667,260
Expenditures					
Collection					
Salaries and benefits	\$156,178	\$163,987	\$172,186	\$180,796	\$189,835
Services and supplies	22,550	23,678	24,861	26,104	27,410
Capital outlay	65,950	69,248	72,710	76,345	80,163
Wastewater treatment plant					
Salaries and benefits	299,438	314,410	330,130	346,637	363,969
Commodities	265,450	278,723	292,659	307,292	322,656
Services and supplies	239,750	251,738	264,324	277,541	291,418
Capital outlay	0	0	0	0	0
Commercial					
Salaries and benefits	244,413	256,634	269,465	282,939	297,086
Contractual services	167,213	175,574	184,352	193,570	203,248
Services and supplies	42,550	44,678	46,911	49,257	51,720
Capital outlay	0	0	0	0	0
Debt Service					
Principal payments	N/A	N/A	N/A	N/A	N/A
Interest payments	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	532,125	532,125	535,963	0	0
Transfer to					
General Fund	81,727	82,103	82,482	82,865	83,252
Equipment Reserve - Sewer	100,000	100,000	100,000	100,000	100,000
New Debt Service					
General System Improvements	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	26,886	26,886	26,886	26,886
Margin	111,895	117,034	121,157	123,494	127,861
Total expenditures	\$2,349,794	\$2,457,720	\$2,544,293	\$2,593,370	\$2,685,088
Revenue over (under) expenditures	(\$713,030)	(\$813,442)	(\$892,427)	(\$933,845)	(\$1,017,828)

Assumptions

Charges for services are based on calculations found on Table 12
Base receipt amount is minimum between mean, median, and amount expensed in year 2024.
Cash receipts were forecasted to remain flat over the forecast period.
Base expense amount for 2026 is based on City's 2026 Budget.
Operating expenses were inflated at 5% per year.
Debt service related to Series 2019 Bonds does not mature until September 1, 2039
Debt service related to Series 2019-B Bonds does not mature until March 1, 2028
Transfers to General Fund are based on 5% of forecasted charges for services
Transfers Equipment Reserve were based on initial forecast amount and were forecasted to remain flat.
New Debt Service related to General System Improvements was based on annual budget of \$500,000
Total issue size is estimated to be 400,000 for the issue related to 2026 KDHE Loan
Information in bold is based on input from city staff.

Table 12

City of Abilene
Sewer Rate Analysis
Summary of Proposed Changes
Version A - No Proposed Changes

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
PROPOSED RATE INCREASE	N/A	0.00%	0.00%	0.00%	0.00%	0.00%

Monthly minimum	⁽¹⁾					
Residential - In City	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
Commercial - In City	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30
Residential - Outside	\$22.94	\$22.94	\$22.94	\$22.94	\$22.94	\$22.94
Commercial - Outside	\$22.94	\$22.94	\$22.94	\$22.94	\$22.94	\$22.94
Usage charge(s)	⁽²⁾					
Residential - In City	\$0.644	\$0.644	\$0.644	\$0.644	\$0.644	\$0.644
Commercial - In City	\$0.644	\$0.644	\$0.644	\$0.644	\$0.644	\$0.644
Residential - Outside	\$0.966	\$0.966	\$0.966	\$0.966	\$0.966	\$0.966
Commercial - Outside	\$0.966	\$0.966	\$0.966	\$0.966	\$0.966	\$0.966

⁽¹⁾ Monthly minimum includes 0 gallons

⁽²⁾ Per 100 gallons

Most recent average residential bill for 5,000 gallons across the State of Kansas was \$35.00 for cities

Sample bill amounts for	5,000	gallons for customer group(s):				
Residential - In City	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50

Table 13

**City of Abilene
Sewer Rate Analysis
Cash on Hand Analysis
Version A - No Proposed Changes**

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
SUMMARY OF CASH ON HAND						
Sewer utility fund						
Unencumbered cash, beginning		\$78,896	(\$522,240)	(\$1,218,647)	(\$1,989,917)	(\$2,800,268)
Estimated net cash gain		(601,135)	(696,407)	(771,271)	(810,351)	(889,967)
Estimated unencumbered cash, ending	\$78,896	(\$522,240)	(\$1,218,647)	(\$1,989,917)	(\$2,800,268)	(\$3,690,235)
Days of cash on hand	N/A	-81	-181	-285	-394	-502

Recommendation is to have a minimum of 180 days of operating cash on hand

Days of cash on hand can be as low as 90 days if there are other adequately funded reserve/replacement funds

SUMMARY OF OTHER FUNDS AVAILABLE

Equipment Reserve - Sewer						
Unencumbered cash, beginning		\$5	\$55,005	\$128,005	\$228,005	\$268,005
Estimated net cash gain		100,000	100,000	100,000	100,000	100,000
Less equipment purchases		(45,000)	(27,000)	0	(60,000)	0
Estimated unencumbered cash, ending	\$5	\$55,005	\$128,005	\$228,005	\$268,005	\$368,005

TOTAL FUNDS AVAILABLE TO WASTEWATER UTILITY

Estimated unencumbered cash, ending	\$78,901	(\$467,234)	(\$1,090,642)	(\$1,761,912)	(\$2,532,263)	(\$3,322,230)
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Table 14

City of Abilene
Sewer Rate Analysis
Debt Service Coverage Ratio Analysis
Version A - No Proposed Changes

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
DEBT SERVICE COVERAGE RATIO SUMMARY					
Revenues available for debt service					
Revenue over (under) expenditures	(\$713,030)	(\$813,442)	(\$892,427)	(\$933,845)	(\$1,017,828)
Capital outlay	65,950	69,248	72,710	76,345	80,163
Debt Service					
Principal payments	N/A	N/A	N/A	N/A	N/A
Interest payments	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	532,125	532,125	535,963	0	0
New Debt Service					
General System Improvements	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	26,886	26,886	26,886	26,886
Margin	111,895	117,034	121,157	123,494	127,861
Total revenues available for debt service	\$17,495	(\$47,244)	(\$115,507)	(\$187,474)	(\$263,333)
Total debt service	\$552,680	\$579,916	\$583,054	\$546,531	\$546,471
Debt service coverage ratio	0.0317	-0.0815	-0.1981	-0.3430	-0.4819

It is recommended for cities to maintain a debt service coverage ratio of 100% on outstanding general obligation debt

Table 15

City of Abilene
Sewer Rate Analysis
Summary Change in Utility Bill
Version A - No Proposed Changes

			<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
PROPOSED RATE INCREASE			N/A	0.00%	0.00%	0.00%	0.00%	0.00%
Residential - In City ⁽¹⁾								
Bill for	1,000	gallons	\$21.74	\$21.74	\$21.74	\$21.74	\$21.74	\$21.74
Bill for	2,500	gallons	\$31.40	\$31.40	\$31.40	\$31.40	\$31.40	\$31.40
Bill for	5,000	gallons	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50
Bill for	10,000	gallons	\$79.70	\$79.70	\$79.70	\$79.70	\$79.70	\$79.70
Bill for	25,000	gallons	\$176.30	\$176.30	\$176.30	\$176.30	\$176.30	\$176.30
Bill for	50,000	gallons	\$337.30	\$337.30	\$337.30	\$337.30	\$337.30	\$337.30
Bill for	100,000	gallons	\$659.30	\$659.30	\$659.30	\$659.30	\$659.30	\$659.30
Bill for	250,000	gallons	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30
Bill for	500,000	gallons	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30
Commercial - In City ⁽¹⁾								
Bill for	1,000	gallons	\$21.74	\$21.74	\$21.74	\$21.74	\$21.74	\$21.74
Bill for	2,500	gallons	\$31.40	\$31.40	\$31.40	\$31.40	\$31.40	\$31.40
Bill for	5,000	gallons	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50
Bill for	10,000	gallons	\$79.70	\$79.70	\$79.70	\$79.70	\$79.70	\$79.70
Bill for	25,000	gallons	\$176.30	\$176.30	\$176.30	\$176.30	\$176.30	\$176.30
Bill for	50,000	gallons	\$337.30	\$337.30	\$337.30	\$337.30	\$337.30	\$337.30
Bill for	100,000	gallons	\$659.30	\$659.30	\$659.30	\$659.30	\$659.30	\$659.30
Bill for	250,000	gallons	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30	\$1,625.30
Bill for	500,000	gallons	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30	\$3,235.30
Residential - Outside ⁽¹⁾								
Bill for	1,000	gallons	\$32.60	\$32.60	\$32.60	\$32.60	\$32.60	\$32.60
Bill for	2,500	gallons	\$47.09	\$47.09	\$47.09	\$47.09	\$47.09	\$47.09
Bill for	5,000	gallons	\$71.24	\$71.24	\$71.24	\$71.24	\$71.24	\$71.24
Bill for	10,000	gallons	\$119.54	\$119.54	\$119.54	\$119.54	\$119.54	\$119.54
Bill for	25,000	gallons	\$264.44	\$264.44	\$264.44	\$264.44	\$264.44	\$264.44
Bill for	50,000	gallons	\$505.94	\$505.94	\$505.94	\$505.94	\$505.94	\$505.94
Bill for	100,000	gallons	\$988.94	\$988.94	\$988.94	\$988.94	\$988.94	\$988.94
Bill for	250,000	gallons	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94
Bill for	500,000	gallons	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94
Commercial - Outside ⁽¹⁾								
Bill for	1,000	gallons	\$32.60	\$32.60	\$32.60	\$32.60	\$32.60	\$32.60
Bill for	2,500	gallons	\$47.09	\$47.09	\$47.09	\$47.09	\$47.09	\$47.09
Bill for	5,000	gallons	\$71.24	\$71.24	\$71.24	\$71.24	\$71.24	\$71.24
Bill for	10,000	gallons	\$119.54	\$119.54	\$119.54	\$119.54	\$119.54	\$119.54
Bill for	25,000	gallons	\$264.44	\$264.44	\$264.44	\$264.44	\$264.44	\$264.44
Bill for	50,000	gallons	\$505.94	\$505.94	\$505.94	\$505.94	\$505.94	\$505.94
Bill for	100,000	gallons	\$988.94	\$988.94	\$988.94	\$988.94	\$988.94	\$988.94
Bill for	250,000	gallons	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94	\$2,437.94
Bill for	500,000	gallons	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94	\$4,852.94

⁽¹⁾ Monthly minimum includes 0 gallons

Table 16

City of Abilene
Sewer Rate Analysis
Forecasted Expenditures
Version B - Proposed Rate Increase to Breakeven

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Expenditures									
Collection									
Salaries and benefits	\$137,731	\$117,086	\$111,446	\$137,731	\$156,178	\$163,987	\$172,186	\$180,796	\$189,835
Services and supplies	54,327	49,453	49,540	54,327	22,550	23,678	24,861	26,104	27,410
Capital outlay	56,452	16,323	4,416	56,452	65,950	69,248	72,710	76,345	80,163
Wastewater treatment plant									
Salaries and benefits	251,647	220,476	225,236	251,647	299,438	314,410	330,130	346,637	363,969
Commodities	N/A	N/A	N/A	N/A	265,450	278,723	292,659	307,292	322,656
Services and supplies	336,195	342,099	348,731	348,731	239,750	251,738	264,324	277,541	291,418
Capital outlay	0	21,543	18,086	21,543	0	0	0	0	0
Commercial									
Salaries and benefits	178,937	159,292	159,115	178,937	244,413	256,634	269,465	282,939	297,086
Contractual services	4,917	4,876	4,917	4,917	167,213	175,574	184,352	193,570	203,248
Services and supplies	165,857	146,893	146,241	165,857	42,550	44,678	46,911	49,257	51,720
Capital outlay	(33)	1,037	222	1,037	0	0	0	0	0
Debt Service									
Principal payments	462,500	433,500	435,750	N/A	N/A	N/A	N/A	N/A	N/A
Interest payments	88,555	115,417	115,970	N/A	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	N/A	N/A	N/A	N/A	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	N/A	N/A	N/A	N/A	532,125	532,125	535,963	0	0
Transfer to									
General Fund	81,000	86,125	81,750	N/A	119,526	124,578	129,847	135,342	141,072
Equipment Reserve - Sewer	100,000	37,500	25,000	100,000	100,000	100,000	100,000	100,000	100,000
New Debt Service									
General System Improvements	N/A	N/A	N/A	N/A	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	N/A	N/A	N/A	N/A	26,886	26,886	26,886	26,886
Total expenditures	\$1,918,085				\$2,275,698	\$2,383,161	\$2,470,501	\$2,522,353	\$2,615,048
Margin				5.00%	\$113,785	\$119,158	\$123,525	\$126,118	\$130,752
Total expenditures and margin					\$2,389,483	\$2,502,319	\$2,594,026	\$2,648,471	\$2,745,800

Base expense amount for 2026 is based on City's 2026 Budget.

Operating expenses were inflated at 5% per year.

Debt service related to Series 2019 Bonds does not mature until September 1, 2039

Debt service related to Series 2019-B Bonds does not mature until March 1, 2028

Transfers to General Fund are based on 5% of forecasted charges for services

Transfers Equipment Reserve were based on initial forecast amount and were forecasted to remain flat.

New Debt Service related to General System Improvements was based on annual budget of \$500,000

Total issue size is estimated to be 400,000 for the issue related to 2026 KDHE Loan

Information in bold is based on input from city staff.

Table 17

City of Abilene
Sewer Rate Analysis
Forecasted Cash Receipts
Version B - Proposed Rate Increase to Breakeven

	<u>2024</u>	<u>MEAN</u>	<u>MEDIAN</u>	<u>BASE</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Receipts									
Charges for services	\$1,631,860	\$1,614,743	\$1,628,769		\$2,390,515	\$2,491,561	\$2,596,938	\$2,706,835	\$2,821,447
Interest income	9,739	3,622	2,224	2,224	2,224	2,224	2,224	2,224	2,224
Reimbursed expenses	3,199	4,220	2,864	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0	0	0	0
Refunds	7,125	8,065	8,104	0	0	0	0	0	0
Total receipts	\$1,651,923				\$2,392,739	\$2,493,785	\$2,599,162	\$2,709,059	\$2,823,671

Assumptions

Charges for services are based on calculations found on Table 19

Base receipt amount is minimum between mean, median, and amount expensed in year 2024.

Cash receipts were forecasted to remain flat over the forecast period.

Information in bold is based on input from city staff.

Table 18

City of Abilene
Sewer Rate Analysis
Pro Forma Analysis
Version B - Proposed Rate Increase to Breakeven

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Receipts					
Charges for services	\$2,390,515	\$2,491,561	\$2,596,938	\$2,706,835	\$2,821,447
Interest income	2,224	2,224	2,224	2,224	2,224
Reimbursed expenses	0	0	0	0	0
Miscellaneous	0	0	0	0	0
Refunds	0	0	0	0	0
Total receipts	\$2,392,739	\$2,493,785	\$2,599,162	\$2,709,059	\$2,823,671
Expenditures					
Collection					
Salaries and benefits	\$156,178	\$163,987	\$172,186	\$180,796	\$189,835
Services and supplies	22,550	23,678	24,861	26,104	27,410
Capital outlay	65,950	69,248	72,710	76,345	80,163
Wastewater treatment plant					
Salaries and benefits	299,438	314,410	330,130	346,637	363,969
Commodities	265,450	278,723	292,659	307,292	322,656
Services and supplies	239,750	251,738	264,324	277,541	291,418
Capital outlay	0	0	0	0	0
Commercial					
Salaries and benefits	244,413	256,634	269,465	282,939	297,086
Contractual services	167,213	175,574	184,352	193,570	203,248
Services and supplies	42,550	44,678	46,911	49,257	51,720
Capital outlay	0	0	0	0	0
Debt Service					
Principal payments	N/A	N/A	N/A	N/A	N/A
Interest payments	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	532,125	532,125	535,963	0	0
Transfer to					
General Fund	119,526	124,578	129,847	135,342	141,072
Equipment Reserve - Sewer	100,000	100,000	100,000	100,000	100,000
New Debt Service					
General System Improvements	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	26,886	26,886	26,886	26,886
Margin	113,785	119,158	123,525	126,118	130,752
Total expenditures	\$2,389,483	\$2,502,319	\$2,594,026	\$2,648,471	\$2,745,800
Revenue over (under) expenditures	\$3,256	(\$8,534)	\$5,136	\$60,588	\$77,871

Assumptions

Charges for services are based on calculations found on Table 19
Base receipt amount is minimum between mean, median, and amount expensed in year 2024.
Cash receipts were forecasted to remain flat over the forecast period.
Base expense amount for 2026 is based on City's 2026 Budget.
Operating expenses were inflated at 5% per year.
Debt service related to Series 2019 Bonds does not mature until September 1, 2039
Debt service related to Series 2019-B Bonds does not mature until March 1, 2028
Transfers to General Fund are based on 5% of forecasted charges for services
Transfers Equipment Reserve were based on initial forecast amount and were forecasted to remain flat.
New Debt Service related to General System Improvements was based on annual budget of \$500,000
Total issue size is estimated to be 400,000 for the issue related to 2026 KDHE Loan
Information in bold is based on input from city staff.

Table 19

City of Abilene
Sewer Rate Analysis
Summary of Proposed Changes
Version B - Proposed Rate Increase to Breakeven

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
PROPOSED RATE INCREASE	N/A	46.25%	3.75%	3.75%	3.75%	3.75%

Monthly minimum	(1)						
Residential - In City		\$15.30	\$22.38	\$23.22	\$24.09	\$24.99	\$25.93
Commercial - In City		\$15.30	\$22.38	\$23.22	\$24.09	\$24.99	\$25.93
Residential - Outside		\$22.94	\$33.55	\$34.81	\$36.11	\$37.47	\$38.87
Commercial - Outside		\$22.94	\$33.55	\$34.81	\$36.11	\$37.47	\$38.87
Usage charge(s)	(2)						
Residential - In City		\$0.644	\$0.942	\$0.977	\$1.014	\$1.052	\$1.091
Commercial - In City		\$0.644	\$0.942	\$0.977	\$1.014	\$1.052	\$1.091
Residential - Outside		\$0.966	\$1.413	\$1.466	\$1.521	\$1.578	\$1.637
Commercial - Outside		\$0.966	\$1.413	\$1.466	\$1.521	\$1.578	\$1.637

⁽¹⁾ Monthly minimum includes 0 gallons

⁽²⁾ Per 100 gallons

Most recent average residential bill for 5,000 gallons across the State of Kansas was \$35.00 for cities

Sample bill amounts for	5,000	gallons for customer group(s):				
Residential - In City	\$47.50	\$69.47	\$72.07	\$74.78	\$77.58	\$80.49

Table 20

**City of Abilene
Sewer Rate Analysis
Cash on Hand Analysis
Version B - Proposed Rate Increase to Breakeven**

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
SUMMARY OF CASH ON HAND						
Sewer utility fund						
Unencumbered cash, beginning		\$78,896	\$195,936	\$306,560	\$435,222	\$621,927
Estimated net cash gain		117,041	110,624	128,661	186,706	208,624
Estimated unencumbered cash, ending	\$78,896	\$195,936	\$306,560	\$435,222	\$621,927	\$830,551
Days of cash on hand	N/A	30	45	61	86	110

Recommendation is to have a minimum of 180 days of operating cash on hand

Days of cash on hand can be as low as 90 days if there are other adequately funded reserve/replacement funds

SUMMARY OF OTHER FUNDS AVAILABLE

Equipment Reserve - Sewer						
Unencumbered cash, beginning		\$5	\$55,005	\$128,005	\$228,005	\$268,005
Estimated net cash gain		100,000	100,000	100,000	100,000	100,000
Less equipment purchases		(45,000)	(27,000)	0	(60,000)	0
Estimated unencumbered cash, ending	\$5	\$55,005	\$128,005	\$228,005	\$268,005	\$368,005

TOTAL FUNDS AVAILABLE TO WASTEWATER UTILITY						
Estimated unencumbered cash, ending	\$78,901	\$250,942	\$434,566	\$663,227	\$889,933	\$1,198,556

Table 21

City of Abilene
Sewer Rate Analysis
Debt Service Coverage Ratio Analysis
Version B - Proposed Rate Increase to Breakeven

	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
DEBT SERVICE COVERAGE RATIO SUMMARY					
Revenues available for debt service					
Revenue over (under) expenditures	\$3,256	(\$8,534)	\$5,136	\$60,588	\$77,871
Capital outlay	65,950	69,248	72,710	76,345	80,163
Debt Service					
Principal payments	N/A	N/A	N/A	N/A	N/A
Interest payments	N/A	N/A	N/A	N/A	N/A
Series 2019 Bonds	20,555	20,905	20,205	19,645	19,585
Series 2019-B Bonds	532,125	532,125	535,963	0	0
New Debt Service					
General System Improvements	N/A	N/A	N/A	500,000	500,000
2026 KDHE Loan	N/A	26,886	26,886	26,886	26,886
Margin	113,785	119,158	123,525	126,118	130,752
Total revenues available for debt service	\$735,671	\$759,788	\$784,425	\$809,582	\$835,258
Total debt service	\$552,680	\$579,916	\$583,054	\$546,531	\$546,471
Debt service coverage ratio	1.3311	1.3102	1.3454	1.4813	1.5285

It is recommended for cities to maintain a debt service coverage ratio of 100% on outstanding general obligation debt

Table 22

City of Abilene
Sewer Rate Analysis
Summary Change in Utility Bill
Version B - Proposed Rate Increase to Breakeven

			<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
PROPOSED RATE INCREASE			N/A	46.25%	3.75%	3.75%	3.75%	3.75%
Residential - In City ⁽¹⁾								
Bill for	1,000	gallons	\$21.74	\$31.79	\$32.99	\$34.22	\$35.51	\$36.84
Bill for	2,500	gallons	\$31.40	\$45.92	\$47.64	\$49.43	\$51.28	\$53.21
Bill for	5,000	gallons	\$47.50	\$69.47	\$72.07	\$74.78	\$77.58	\$80.49
Bill for	10,000	gallons	\$79.70	\$116.56	\$120.93	\$125.47	\$130.17	\$135.05
Bill for	25,000	gallons	\$176.30	\$257.84	\$267.51	\$277.54	\$287.95	\$298.74
Bill for	50,000	gallons	\$337.30	\$493.30	\$511.80	\$530.99	\$550.90	\$571.56
Bill for	100,000	gallons	\$659.30	\$964.23	\$1,000.38	\$1,037.90	\$1,076.82	\$1,117.20
Bill for	250,000	gallons	\$1,625.30	\$2,377.00	\$2,466.14	\$2,558.62	\$2,654.57	\$2,754.11
Bill for	500,000	gallons	\$3,235.30	\$4,731.63	\$4,909.06	\$5,093.15	\$5,284.15	\$5,482.30
Commercial - In City ⁽¹⁾								
Bill for	1,000	gallons	\$21.74	\$31.79	\$32.99	\$34.22	\$35.51	\$36.84
Bill for	2,500	gallons	\$31.40	\$45.92	\$47.64	\$49.43	\$51.28	\$53.21
Bill for	5,000	gallons	\$47.50	\$69.47	\$72.07	\$74.78	\$77.58	\$80.49
Bill for	10,000	gallons	\$79.70	\$116.56	\$120.93	\$125.47	\$130.17	\$135.05
Bill for	25,000	gallons	\$176.30	\$257.84	\$267.51	\$277.54	\$287.95	\$298.74
Bill for	50,000	gallons	\$337.30	\$493.30	\$511.80	\$530.99	\$550.90	\$571.56
Bill for	100,000	gallons	\$659.30	\$964.23	\$1,000.38	\$1,037.90	\$1,076.82	\$1,117.20
Bill for	250,000	gallons	\$1,625.30	\$2,377.00	\$2,466.14	\$2,558.62	\$2,654.57	\$2,754.11
Bill for	500,000	gallons	\$3,235.30	\$4,731.63	\$4,909.06	\$5,093.15	\$5,284.15	\$5,482.30
Residential - Outside ⁽¹⁾								
Bill for	1,000	gallons	\$32.60	\$47.68	\$49.47	\$51.32	\$53.24	\$55.24
Bill for	2,500	gallons	\$47.09	\$68.87	\$71.45	\$74.13	\$76.91	\$79.80
Bill for	5,000	gallons	\$71.24	\$104.19	\$108.10	\$112.15	\$116.35	\$120.72
Bill for	10,000	gallons	\$119.54	\$174.83	\$181.38	\$188.19	\$195.24	\$202.56
Bill for	25,000	gallons	\$264.44	\$386.74	\$401.25	\$416.29	\$431.90	\$448.10
Bill for	50,000	gallons	\$505.94	\$739.94	\$767.68	\$796.47	\$826.34	\$857.33
Bill for	100,000	gallons	\$988.94	\$1,446.32	\$1,500.56	\$1,556.83	\$1,615.21	\$1,675.78
Bill for	250,000	gallons	\$2,437.94	\$3,565.49	\$3,699.19	\$3,837.91	\$3,981.83	\$4,131.15
Bill for	500,000	gallons	\$4,852.94	\$7,097.42	\$7,363.58	\$7,639.71	\$7,926.20	\$8,223.43
Commercial - Outside ⁽¹⁾								
Bill for	1,000	gallons	\$32.60	\$47.68	\$49.47	\$51.32	\$53.24	\$55.24
Bill for	2,500	gallons	\$47.09	\$68.87	\$71.45	\$74.13	\$76.91	\$79.80
Bill for	5,000	gallons	\$71.24	\$104.19	\$108.10	\$112.15	\$116.35	\$120.72
Bill for	10,000	gallons	\$119.54	\$174.83	\$181.38	\$188.19	\$195.24	\$202.56
Bill for	25,000	gallons	\$264.44	\$386.74	\$401.25	\$416.29	\$431.90	\$448.10
Bill for	50,000	gallons	\$505.94	\$739.94	\$767.68	\$796.47	\$826.34	\$857.33
Bill for	100,000	gallons	\$988.94	\$1,446.32	\$1,500.56	\$1,556.83	\$1,615.21	\$1,675.78
Bill for	250,000	gallons	\$2,437.94	\$3,565.49	\$3,699.19	\$3,837.91	\$3,981.83	\$4,131.15
Bill for	500,000	gallons	\$4,852.94	\$7,097.42	\$7,363.58	\$7,639.71	\$7,926.20	\$8,223.43

⁽¹⁾ Monthly minimum includes 0 gallons

City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Debbie Lytle
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Jon Quinday
Interim City Manager

Kelsey Briand
Finance Director

Shayla Mohr
City Clerk/HR Director

Kari Zook
Deputy City Manager/
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, March 9, 2026

Session: Regular Meeting

Topic: Consideration of Industrial Land Policy in Relation to Industrial Park Improvements

Department: Administration

Staff Contact: Interim City Manager

Background:

To improve the competitiveness and development readiness of City-owned industrial property, the City is investing in water and sewer extensions and roadway construction to create shovel-ready sites and pursue Certified Site designation through the Kansas Department of Commerce. The project is estimated to cost \$3.5 million, with \$2.5 million anticipated from a Commerce grant and \$1 million or more funded by the City, representing a significant local investment in infrastructure and site readiness.

The City's current Industrial Land Policy, adopted in April 2020, allows City-owned industrial land to be conveyed at no cost to qualifying projects that meet specified investment, job creation, and wage requirements. While intended to encourage industrial development, the policy results in the transfer of land without direct cost recovery, even when substantial public funds are being invested to prepare the property for development.

Given the City's level of financial investment in the industrial park, staff requests that the City Commission review and consider repealing the April 2020 Industrial Land Policy. Repeal would allow the City, upon completion of the project, to establish an objective, market-informed sales price for industrial lots that reflects the City's investment and prevailing market conditions while continuing to support economic development.

For context, shovel-ready industrial land in Wamego has sold for approximately \$30,000 per acre, while similar property in East Manhattan sold for approximately \$50,000 per acre between 2007 and 2013. Market values vary based on infrastructure, site readiness, and proximity to major transportation corridors such as I-70 and K-15. Staff believes reevaluating the existing policy will better align economic development efforts with prudent fiscal management and protection of public investment.

City Attorney Review: N/A

Options:

1. Repeal the Industrial Land Policy dated April 2020.
2. Direct staff to move this item to the March 23, 2026, regular meeting under Unfinished Business to allow additional time for consideration.
3. Direct staff to move this item to the March 23, 2026, study session agenda for further discussion and analysis – providing staff with the data or analysis the Commission requires for further analysis.

Recommendation: Direct staff to move this item to the March 23, 2026, regular meeting under Unfinished Business to allow additional time for consideration.

City of Abilene, Kansas

Industrial Land Funding Policy

Section 1. Intent – The city of Abilene considers the growth of employment and investment in industries that manufacture or add value to products that are sold outside of the community as a primary benefit to the health and vitality of the Abilene. In order to foster industrial growth, the City has invested public resources into land acquisitions that accommodate new, expanded, and relocating industrial activities.

Section 2. Eligible Property – The benefits of the policy may be applied toward the approximate 20 acres of land that the city owns. This property is located along 14th Ave. and the future Industrial Park Ave. The legal description of these lots are:

1. LOT 1 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 1, 129050 SQUARE FEET, 3.0 ACRES
2. LOT 2 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 2, 218471 SQUARE FEET, 4.9 ACRES
3. LOT 3 BLOCK 1, INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 3, 217725 SQUARE FEET, 4.9 ACRES
4. LOT 4 BLOCK 1 INDUSTRIAL PARK ADDITION NO. 1, S07, T13, R02, BLOCK 1, Lot 4, 217804 SQUARE FEET, 5.0 ACRES

All or part of the property is eligible contingent on meeting the criteria set forth in these guidelines.

Section 3. Minimum Project Requirements – An individual Industrial growth project must meet the following minimum requirements:

- \$500,00.00 of private capital investment in buildings, equipment and/or site improvements.
- A minimum of 4 new FTE employees; and
- A base wage of \$20.00 for each created position.

Section 4. Benefit Request – A request for the industrial land may be filed with the Planning and Zoning Department and must include a detailed description of the project to include:

- Company Description and contact information;
- Specific site information;

- Building improvement information, including anticipated construction costs;
- Description of the industrial process, materials, and products produced;
- Anticipated employment by position and base wage rates; and
- Description of other public incentives being sought from either City, State, or other resources.

Requests will be reviewed by the Dickinson County Economic Development Corporation for a recommendation, which will be forwarded to the Abilene City Commission for consideration.

Section 5. Assurances – The eligible industry shall maintain the employment requirement set forth for a minimum of five years with base wage of at least \$20.00 for the four FTE. If this standard is not met, the company will be required to pay for the given land at fair market rate.

Section 6. Compliance Documentation – Annually the company must provide the following data to the Planning and Zoning Department prior to the 2nd and subsequent anniversary dates of the closing of the property acquired from the City under this policy.

- Monthly employment data for the previous year including FTE positions and wage rates for each position;
- Statement of capital assets to include, building, land, site improvements, and equipment;
- Any significant changes in products or materials produced or used in production activities.

This information will be reviewed by the Dickinson County Economic Development Corporation and a finding of compliance forwarded to the Abilene City Commission for consideration. If the criteria is not met the City Commission has the right to revoke the free land agreement, and charge the industry the fair market rate of acquired property. After the 5th anniversary of the transfer of land the requirements stated in this policy will be automatically fully released.

Section 6. City Commission Discretion – The Abilene City Commission reserves the right to exempt any project from the limitations set forth in this policy. Exemptions may include the eligibility and benefit standards. Also, if projects do not meet the criteria, the land may be purchased for the going market rate. The Commission may also terminate, suspend or amend this policy when deemed necessary by a majority of the Commission.

Section 8. Effective – This policy shall be effective upon the adoption by the Abilene City Commission and will remain so until such times as the City Commission revokes or amends the provisions herein.

Approved this 13th day of April 2020.

ATTEST:




Chris Ostermann, Mayor


Penny L. Soukup, CMC
City Clerk

City Commission

Brandon Rein
Mayor

Cy Taylor
Vice-Mayor

John Kollhoff
Commissioner

Debbie Lytle
Commissioner

Amy Meysenburg
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Julie Roller Weeks
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Jason Wilkins
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 9, 2026

Session: Regular Meeting

Topic: Presentation of Insurance Renewal Options and Premiums

Department: Administration

Staff Contact: Interim City Manager

Background:

The City's property and casualty insurance renewal for the upcoming policy year was reviewed by Smart Insurance in coordination with department directors. As part of this review, several updates were made to reflect changes in city buildings and equipment values. These adjustments resulted in an updated total insured property value of approximately \$93 million, compared to \$89 million in the prior year.

Under the initial renewal proposal, the total annual premium is \$426,293, representing a 5.2% increase over last year's annualized premium of \$404,126. Major cost components include commercial property coverage (\$216,734), business auto coverage (\$90,673), general liability (\$33,897), and umbrella coverage (\$32,329).

Smart Insurance has proposed setting all vehicle deductibles at \$3,000 to make them consistent across the fleet. This would increase the City's deductible for a single vehicle claim from \$1,000 to \$3,000. Under the policy, when multiple vehicles are damaged in a single incident, the deductible applied is twice the highest vehicle deductible; aligning deductibles at \$3,000 helps manage the City's exposure in these types of multiple vehicle loss events and would reduce the annual premium by more than \$10,000. This option would reduce the annual premium by more than \$10,000, resulting in a revised total premium of \$415,617, which reflects a 2.8% increase over last year. Under this option, business auto coverage is reduced to \$79,997 while other coverage categories remain consistent.

Kyle Becker, Smart Insurance, will present and highlight the two options to the City Commission at the meeting.

City Attorney Review: N/A

Options:

1. Select a Renewal Option and Authorize the Mayor to sign the required documents.
2. Direct staff to move this item to the March 23, 2026, regular meeting under Unfinished Business to allow additional time for consideration.
3. Direct staff to move this item to the March 23, 2026, study session agenda for further discussion and analysis – providing staff with the data or analysis the Commission requires for further analysis.

Recommendation: Direct staff to move this item to the March 23, 2026, regular meeting under Unfinished Business to allow additional time for consideration.



CITY OF ABILENE

Your Business

CITY OF ABILENE
419 N BROADWAY ST
ABILENE, KS 67410-2618

Your Agent

SMART INSURANCE
215 NW 15TH ST
PO BOX 697
ABILENE, KS 67410-0697

Your Quote

Quote: 8X48745 002
Prepared on 02/24/2026
Policy Term: 04/01/2026-04/01/2027

Valid Through: 04/10/2026

Your Account Summary

Your Premium Estimate

Commercial Property (Version #8)	\$216,734.00
General Liability (Version #3)	\$33,897.00
Inland Marine (Version #7)	\$26,556.00
Business Auto (E-03)	\$90,673.00
Commercial Umbrella (J-04)	\$32,329.00
Govt Crime/Fidelity Package (F-01)	\$123.00
Linebacker - Claims Made (K-02)	\$15,718.00
Law Enforcement Liability (G-02)	\$10,263.00

Total Account Premium Estimate **\$426,293.00**

Your Policy

Benefits Include...

- 1 Industry leading loss control services to help protect your business
- 2 Flexible payment options designed to fit your needs
- 3 Fast, responsive claims service when you need it

Your Payment Options



Electronic Funds Transfer (EFT)

Set up automatic payments and skip transaction fees with EFT. Sign up in Policyholder Access or contact your agent to get started.



Online

www.emcinsurance.com
Visit our website to make a single payment by eCheck or credit/debit card.



Mail

Submit check, money order or cashier's check to our centralized lockbox.



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Your Business

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ABILENE, KS 67410-2618

Your Agent

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ABILENE, KS 67410-0697

Your Quote

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Law Enforcement Liability (G-02)	\$10,263.00

**Total Account
Premium Estimate**

\$415,617.00

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Your Payment Options



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Set up automatic payments and skip transaction fees with EFT. Sign up in Policyholder Access or contact your agent to get started.



Online

www.emcinsurance.com
Visit our website to make a single payment by eCheck or credit/debit card.



Mail

Submit check, money order or cashier's check to our centralized lockbox.

SPORTS COMPLEX UPDATES

We continue to make progress on the new Sports Complex and are excited about how the project is coming together.

Design & Layout

We remain in the construction design and engineering phase. We met at 50% completion to review plans to date, made a few adjustments, and confirmed layout information with Mid-America. Mid-America and Kimley-Horne Engineers plan to take 3-4 weeks to complete the construction design and engineering phase. They will start working with the Corps of Engineers to get approvals and direction since our diamonds will be within the 500 ft zone of the levee.

The committee continues to work with local contractors interested in the project and willing to make some in-kind donations of labor, materials, and equipment. We appreciate their involvement and support.

Water & Sewer Infrastructure

The new water and sewer infrastructure will include installing a new sewer line and a new water line. The water line will serve the future concession/restroom building, irrigation, and a fire hydrant. Staff have met with Olsson Engineering and will be going out for bid for the project. Both the sewer and water lines will be tied into the existing lines on 8th Street. This step is critical to support both the complex's immediate needs and its future growth.

As a reminder, both current facilities have failing septic systems that do not adequately support existing flow or demand. The septic system serving the two existing north fields will remain in place temporarily to continue servicing those fields during construction and will be addressed once the project is complete. After the new fields are constructed and operational, the septic system at the existing four-plex will be taken out of service.

Next Steps

Once final construction design and engineering are complete, the committee will meet to go over costs and final layouts and details. Final approval will go before the city commission before breaking ground. Depending on the time spent with the Corps of Engineers and the approval process, the plan is to break ground this spring. Once more concrete timelines are in place, we will provide that update.

Sponsorships and Naming Rights

Once the final plans and renderings are complete, the committee will approve the updated sponsorship and naming rights forms for public release.

We appreciate everyone's continued collaboration and support as we move this project forward. This complex will be a tremendous asset to our community for years to come.

THE BENEFITS ARE ENDLESS...