

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
February 27, 2017 - 4:00 pm

1. **Call to Order**
2. **Roll Call:** ___ Marshall ___ Shafer ___ Bowers ___ Weishaar ___ Dale
3. **Pledge of Allegiance**

Consent Agenda (*Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

4. **Agenda Approval for the February 27, 2017 City Commission Meeting**
5. **Meeting Minutes: February 13, 2017 Regular Meeting and February 21, 2017 Special Meeting**
6. **Authorization to pay \$276,223.26 as principal and interest for Water Pollution Control Revolving Loan Project No. C20 1657-01**
7. **Authorization to pay \$41,372.30 as an annual lease payment for the Air Pack Lease Agreement**

Public Comments and Communications

8. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.
9. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Proclamations and Recognition

10. **City Manager Farewell Address**

Public Hearings

11. **None**

Old Business

12. **None**

New Business

13. **Consideration of a motion to accept a bid of \$139,474.00 from Layne Inliner for the 2017 Cure-in-Place Pipe Contract for the City of Abilene, Kansas.**
14. **Consideration of a Resolution approving a Professional Services Agreement with Allen and Carter, LLC for prosecution services for the Municipal Court of the City of Abilene, Kansas.**
15. **Consideration of a Resolution approving a Professional Services Agreement with Jay Newton, Jr. to serve as interim city manager.**
16. **Consideration of a Resolution approving a Professional Services Agreement with rjs Organization Consultants concerning the recruitment of a city manager.**
17. **Consideration of a motion to recess into executive session for fifteen minutes for the purposes of discussing attorney-client privileged information to include the City Attorney and City Manager.**
18. **Consideration of a motion to return from executive session with no action being taken.**

Reports

19. City Manager's Report

Adjournment

20. Consideration of a motion to adjourn the February 27, 2017 City Commission meeting.

Future Meeting Reminders: *(All meetings at Abilene Public Library unless otherwise noted)*

- Convention & Visitor's Bureau Board, Feb 28 at 2 pm (Civic Center)
- Library Board, March 6 at 4 pm
- Airport Advisory Committee, March 6 at 5:30 pm
- City Commission Study Session, March 7 at 4 pm (City Hall)
- Sister City, March 8 at 7 pm (Civic Center)
- City Commission Meeting, March 13 at 4 pm
- Planning Commission, March 14 at 4:30 pm
- Economic Development, March 15 at 4 pm



**Abilene City Commission Minutes
Abilene Public Library
February 13, 2017 @ 4:00 p.m.
Abilene, Kansas**

1. Call to Order

2. Roll Call – City Commission Present: Mayor Marshall, Commissioners Dale, Bowers, Weishaar and Shafer.

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, City Attorney Martin, Finance Director Rothchild, Public Works Director Schrader, Parks & Recreation Director Foltz, Police Chief Mohn, and Fire Chief Sims.

Others Present: Mike Heronemus.

3. Pledge of Allegiance - Mayor Marshall led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval for the February 13, 2017 City Commission Meeting
5. Meeting Minutes: January 23, 2017, Regular Meeting and February 3, 2017 Special Meeting
6. Approval of a Letter of Support concerning the tax exempt status of municipal bonds to be submitted to the U.S. Congressional delegation
7. A Resolution establishing an ad hoc committee to make certain recommendations concerning proposed amendments to the Flood Insurance Rate Map to be prepared by the City of Abilene, Kansas.
8. A Resolution concerning the Employee Benefits Plan for the City of Abilene, Kansas.

Motion by Commissioner Dale, seconded by Commissioner Bowers to approve the Consent Agenda as presented. Motion carried unanimously 5-0.

Public Comments and Communications

9. Public Comments. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Marshall asked for any comments or communications from the public that are not on the agenda.

There were no public comments or communications.

10. Declaration. At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

Proclamations and Recognition

11. There were no proclamations or recognitions.

Public Hearings

12. A Public Hearing to hear and answer objections by taxpayers concerning a proposal to vacate the public right-of-way with the 200 block of S. Elm Street.

City Manager Dillner presented information regarding the vacation of the public right-of-way with the 200 block of S. Elm Street. The vacation of this right-of-way would reduce the City's maintenance liabilities for S. Elm Street. Flint Hills Grain, LLC uses the public right-of-way to operate a fall protection system for the grain elevator and they would be responsible for the maintenance.

Mayor Marshall opened the public hearing at 4:03 p.m.

Public Works Director Schrader asked about the utility easement.

City Attorney advised the utility easement is addressed in the ordinance.

Mayor Marshall closed the public hearing at 4:05 p.m.

Old Business

13. Consideration of an Ordinance exempting certain real property located at 401 Cottage Avenue from ad valorem taxation for economic development purposes.

City Manager Dillner presented information regarding the tax abatement for TSB Enterprises, LLC d/b/a Thunderstruck Bumpers, Inc. Staff recommends approval of a constitutional tax abatement to the company for a ten year period using the following schedule of abatement: Year 1: 98% abatement; Year 2: 88% abatement; Year 3: 78% abatement; Year 4: 68% abatement; Year 5: 58% abatement; Year 6: 48% abatement; Year 7: 38% abatement; Year 8 28% abatement; Year 9: 18% abatement and year 10: 8% abatement. The 2% removed from the abatement represents the portion of the real property that is not eligible for abatement due to ineligible uses. Thunderstruck Bumpers, Inc. is projected to create seventy-seven jobs during the abatement period with an estimated increase in local personal income of \$5.8 million. The estimated increase in local retail sales during the abatement period from employees is \$2 million.

Motion by Commissioner Bowers, seconded by Commissioner Dale to adopt Ordinance No. 3314 AN ORDINANCE EXEMPTING CERTAIN REAL PROPERTY LOCATED AT 401 COTTAGE AVENUE FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES. Motion carried unanimously 5-0.

14. Consideration of a Resolution rescinding Resolution No. 041116-1 concerning Economic Development Agreement with Thunderstruck Bumpers, Inc.

City Manager Dillner presented information regarding Resolution No. 021317-3 which rescinds Resolution No. 041116-1 regarding an economic development incentive with Thunderstruck Bumpers, Inc.

Motion by Commissioner Shafer, seconded by Commissioner Bowers to approve Resolution No. 021317-3 **A RESOLUTION RESCINDING RESOLUTION NO. 041116-1 CONCERNING AN ECONOMIC DEVELOPMENT AGREEMENT WITH THUNDERSTRUCK BUMPERS, INC.** Motion carried unanimously 5-0.

New Business

City Attorney Martin presented information regarding the utility easement for the 200 block of S. Elm Street. The ordinance states that it shall be reserved to the City and the owners of lesser property rights for public utilities, right-of-way and easements for public service facilities in said street for present uses. A statement can be added to include all present and future public utilities.

15. Consideration of a motion approving an Order of Vacation concerning the 200 block of S. Elm Street within the City of Abilene, Kansas.

Motion by Commissioner Shafer, seconded by Commissioner Bowers to approve an Order of Vacation concerning the 200 block of S. Elm Street with the City of Abilene having the rights to all present and future public utilities located in the public easement. Motion carried unanimously 5-0.

16. Consideration of an Ordinance adopting the codification of ordinances of the City of Abilene, Kansas, providing for the repeal of certain other ordinances not included therein, excepting certain ordinances from repeal and saving certain accrued rights and liabilities.

City Manager Dillner presented information regarding the codification of ordinances of the City of Abilene, Kansas, prepared by Citycode Financial, LLC, Wichita, Kansas.

Motion by Commissioner Bowers, seconded by Commissioner Shafer to adopt Ordinance No. 3319 **AN ORDINANCE ADOPTING THE CODIFICATION OF ORDINANCES OF THE CITY OF ABILENE, KANSAS, PROVIDING FOR THE REPEAL OF CERTAIN OTHER ORDINANCES NOT INCLUDED THEREIN, EXCEPTING CERTAIN ORDINANCES FROM REPEAL AND SAVING CERTAIN ACCRUED RIGHTS AND LIABILITIES.** Motion carried unanimously 5-0.

17. Consideration of an Ordinance amending Section 6-512 and 6-513 of the City Code of the City of Abilene, Kansas, concerning the removal of encroachments located within the public right-of-way.

City Attorney Martin presented information regarding overhang encroachment removal and ground supported encroachment removal and the exceptions and the permitting required for encroachments in the public right of ways.

Motion by Commissioner Shafer, seconded by Commissioner Dale to adopt Ordinance No. 3320 **AN ORDINANCE AMENDING SECTIONS 6-512 AND 6-513 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS CONCERNING ENCROACHMENTS IN THE PUBLIC RIGHT-OF-WAY, AND REPEALING EXISTING SECTIONS 6-512 AND 6-513.** Motion carried unanimously 5-0.

Reports

18. City Manager's Report

City Manager Dillner said the steps to fill the position of City Prosecutor are almost complete.

Adjournment

19. Consideration of a motion to adjourn the February 13, 2017 City Commission meeting.

Motion by Commissioner Bowers, seconded by Commissioner Dale to adjourn at 4:27 p.m. Motion carried unanimously 5-0.

(Seal)

Dee Marshall, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk



**Abilene City Commission Special Meeting Minutes
Abilene City Hall
February 21, 2017 @ 4:00 p.m.
Abilene, Kansas**

1. Call to Order

2. Roll Call – City Commission Present: Mayor Marshall, Commissioners Dale, Bowers, Weishaar and Shafer.

New Business

3. Consideration of a motion to recess into executive session for twenty minutes for the purposes of discussing non-elected personnel to include the City Manager.

Motion by Commissioner Dale, seconded by Commissioner Shafer to recess into executive session at 4:01 p.m. for twenty minutes to include the City Manager. Motion carried unanimously 5-0.

4. Consideration of a motion to return from executive session with no action being taken.

Motion by Commissioner Shafer, seconded by Commissioner Bowers to return from executive session at 4:20 p.m. Motion carried unanimously 5-0.

There was no action taken in executive session.

Adjournment

5. Consideration of a motion to adjourn the February 21, 2017 City Commission special meeting.

Motion by Commissioner Bowers, seconded by Commissioner Weishaar to adjourn at 4:21 p.m. Motion carried unanimously 5-0.

(Seal)

Dee Marshall, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

RESOLUTION NO. 022717-1

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALLEN AND CARTER LLC FOR PROSECUTION SERVICES FOR THE MUNICIPAL COURT OF THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene desires to enter into a Professional Services Agreement with Allen and Carter, LLC (“Prosecutor”) to provide prosecution of City violations to the Municipal Court.

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

SECTION ONE. Professional Services Agreement. That a Professional Services Agreement with Prosecutor is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27th day of February, 2017.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Professional Services Agreement

February 27, 2017

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on this ___ day of February, 2017, between Allen & Carter, LLC ("Prosecutor") and the City of Abilene, Kansas, a Kansas municipal corporation, ("City") with respect to the facts and objectives set forth below.

RECITALS

- A. The City requires a City Prosecutor to provide legal services related to the prosecution of violations of the City Code of the City of Abilene.
- B. Allen & Carter, LLC desires to serve as City Prosecutor ("Prosecutor") and to provide services related to the prosecution of violations of City Code and other applicable local ordinances and regulations and as otherwise provided in this Agreement.

NOW, THEREFORE, in accordance of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. City Prosecutor. Allen & Carter, LLC is hereby appointed to serve as City Prosecutor of the City of Abilene, Kansas. The Prosecutor will ensure that an attorney licensed to practice in the State of Kansas is available to prosecute Municipal Court every Monday beginning at 1:00 pm, except on Mondays designated as holidays by the City or when court is otherwise cancelled by the Municipal Judge. The Prosecutor will also prosecute cases appealed to the District Court.
2. Independent Contractor. The Prosecutor shall be considered an independent contractor, and as such the City shall not be responsible for paying any withholding taxes, workman's compensation insurance, health insurance, or any other insurance or benefits for the Prosecutor. No person employed by the Prosecutor shall be deemed an employee of City.
3. Term. The term of this Agreement shall begin on the effective date of the Agreement and shall continue unless otherwise terminated by either party as provided herein. The parties agree to review the Agreement annually during preparation of the annual budget to determine if the contractual amount for services should be adjusted.
4. Contract Amount. The City agrees to pay the Prosecutor the sum of \$35,000 to be paid in equal increments for prosecution services for the Municipal Court as defined in this Agreement. The City shall provide payment to the Prosecutor for services rendered by the 15th of the month following the provision of said services.
5. Appeals. The City will compensate the Prosecutor \$80 per hour for appeals to the District Court on a case-by-case basis following review and approval by the City Manager.
6. Office and Supplies. The Prosecutor shall provide office, office equipment and supplies as well as office staff to perform the duties specified in this Agreement.

7. Municipal Court Operations. The Prosecutor shall work with the Municipal Judge to establish court hours and days mutually convenient to both parties. The Prosecutor agrees to establish office hours in Abilene to provide time to meet with defendants and attorneys. The Prosecutor shall be responsible for completing journal entries, waivers of counsel, witness subpoenas and complaints for Failure to Appear or Comply. The Court Clerk, who is an employee of the City, shall be responsible for preparation of Bench Warrants, for providing Prosecutor with complete court reports following a “not guilty” plea at first appearance, for obtaining certified drivers records and for service of complaints and/or subpoenas.
8. Conflict of Interest. In the event that a conflict of interest is identified that would prevent the Prosecutor from fulfilling prosecution duties, the Prosecutor will notify the City Attorney to arrange temporary assignment of responsibility to the City Attorney. The Prosecutor shall notify the City Manager when such reassignment is facilitated.
9. Public Funds. The Prosecutor may not obligate City for any monies or purchases, provided that City may agree to reimburse the Prosecutor for forms and software to produce court forms with prior approval by the City Manager.
10. Court Procedures and Policies. The Prosecutor agrees to provide the City Manager with a copy of written policies and procedures related to the prosecution of City violations within ninety days of the effective date of this Agreement. The Prosecutor agrees to supply the City Manager with any amendments to said policies and procedures prior to the implementation of said proposed changes. The City Manager shall have the authority to review and approve all policies and procedures prior to implementation, and reserves the right to consult with the City Attorney, Municipal Judge, Municipal Court Clerk, and Police Chief on any proposed changes to the policies and procedures prior to implementation by the Prosecutor.
11. Performance and Reports. The City Prosecutor agrees to provide quarterly reports to the City Manager showing aggregate data concerning such metrics as convictions, plea bargains, continuances, etc., in order for the City Manager to understand how the Prosecutor is performing. The City Manager agrees to conduct an annual evaluation of the Prosecutor, to be completed by December 1st.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all previous communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be governed by the laws of the State of Kansas. It shall not be modified without the written consent of both of the parties to this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above.

ADOPTED by the the City Commission of the City of Abilene, Kansas, on the 27th day of February, 2017.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

ALLEN & CARTER, LLC

By: _____
Wade Carter

RESOLUTION NO. 022717-2

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JAY NEWTON, JR. TO SERVE AS INTERIM CITY MANAGER

WHEREAS, the governing body desires to have an interim city manager to oversee the daily operations of the City during the recruitment and selection of a city manager;

WHEREAS, the governing body has identified Mr. Jay P. Newton, Jr. ("Consultant") as a professional qualified to undertake the responsibilities of interim city manager during such process;

WHEREAS, the Consultant will be unable to perform the duties and responsibilities of interim city manager until prior obligations with the City of Chapman, Kansas have been fulfilled; and

WHEREAS, the governing body desires to provide a temporary appointment for the city manager to serve until such time as Consultant may assume the duties as provided herein.

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

SECTION ONE. Professional Services Agreement. That a Professional Services Agreement with Consultant is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Temporary Appointment. That City Clerk Penny Soukup is hereby appointed to serve as interim city manager from 5:00 pm on March 3, 2017 and until such time as Consultant is able to fulfill the duties and responsibilities as provided in the Agreement. While serving in this capacity, the City Clerk shall have the authority to exercise all duties and responsibilities of the city manager as defined by Chapter 1, Article 2 of the City Code and other applicable state statutes. The City Clerk shall be compensated an additional \$650 per week during the effective period of the temporary appointment.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

[REMAINDER OF PAGE LEFT BLANK]

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27th day of February, 2017.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Professional Services Agreement

February 27, 2017

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT for Interim City Manager (“Agreement”) is made and entered into this ___ day of February, 2017, by and between the City of Abilene, Kansas (the “City”) and Jay P. Newton, Jr. (“Interim City Manager”).

RECITALS

WHEREAS, the City has begun an active recruitment process to hire a permanent city manager; and

WHEREAS, until a permanent city manager is hired, the City desires to retain an interim city manager; and

WHEREAS, Interim City Manager desires to serve as the interim city manager in accordance with the terms of this Agreement; and

WHEREAS, the City desires to retain the services of Interim City Manager upon the terms set forth herein.

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

1. **Employment; Duties.** The City hereby appoints Interim City Manager, in an interim capacity, to perform all functions and duties associated with the position of city manager as specified under the laws of the state of Kansas and the City’s charter ordinances, ordinances, and resolutions, and any other legally permissible and proper functions and duties as the governing body may from time to time assign. Interim City Manager shall work exclusive for the City, and shall not accept work or employment as a city manager for another municipality while serving as the City’s Interim City Manager.

2. **Term.** The term of this Agreement shall be for the period commencing on April 1, 2017, and will expire at the time the City hires a permanent city manager, provided, however, that there may be a brief period of overlap after the City hires a permanent city manager, the duration of which shall be determined by the governing body, so that Interim City Manager can assist in the transition of the permanent appointment. In addition, either party may terminate this Agreement without cause upon thirty (30) days written notice.

3. **Compensation.** In consideration of the services to be rendered by Interim City Manager, the City agrees to pay Interim City Manager the sum of Two Thousand Five Hundred Dollars (\$2,500.00) per week, payable in installments at such intervals as regular City employees are paid.

4. **Hours of Work.** Interim City Manager shall maintain regular office hours in the City office. However, it is recognized that Interim City Manager must devote a great deal of

time outside the normal office hours on business for the City and to that end Interim City Manager shall be allowed to establish an appropriate work schedule, including reasonable time off.

5. **Independent Contractor Status.** It is expressly agreed and understood by and between the parties that Interim City Manager is an independent contractor, and as such Interim City Manager is not a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, Interim City Manager further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Interim City Manager will not make any claim, demand of application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. **General Provisions.**

A. This Agreement sets forth and establishes the entire understanding between the parties. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

B. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

C. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

{Signature page follows}

IN WITNESS WHEREOF, City has caused this Agreement to be executed on its behalf by its Mayor, and duly attested by its City Clerk, and Interim City Manager has executed this Agreement, as of the date first above written.

INTERIM CITY MANAGER

Jay P. Newton, Jr.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

[SEAL]

ATTEST:

By: _____
Penny Soukup, CMC, City Clerk

Form: _____
Aaron O. Martin, City Attorney

RESOLUTION NO. 022717-3

A RESOLUTION APPROVING A LETTER OF AGREEMENT WITH RJS ORGANIZATION CONSULTANTS CONCERNING THE RECRUITMENT OF A CITY MANAGER

WHEREAS, the City of Abilene desires to accept a Letter of Agreement with rjs Organization Consultants ("Consultant") to provide recruitment services for the position of city manager.

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

SECTION ONE. Letter of Agreement. That a Letter of Agreement with Consultant is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 27th day of February, 2017.

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Professional Services Agreement

February 27, 2017



ORGANIZATION CONSULTANTS

ROBERT J. SAUNDERS
1542 MERIT LANE
Liberty, Missouri

VOICE LINE 816.781.5329
email: bob@rjsorganizationconsultants.com

February 22, 2017

LETTER OF AGREEMENT

The Honorable Dee Marshall
Mayor
Members of the City Commission
Abilene, Kansas

VIA ELECTRONIC DELIVERY

Madam Mayor and Members of the City Commission:

I am pleased to learn that the Abilene, Kansas City Commission wishes to use the services of rjsOrganization Consultants in the search for and selection of a city manager. The following will set forth the scope of services and the costs associated with those services as previously proposed.

SCOPE OF SERVICES

Please know my approach is to assist members of the City Commission in making right decisions. The approach is not to impose decisions on the members.

Following is the typical scope of services we offer in the selection of a city manager:

1. The establishment of a time schedule which is mutually acceptable to client and consultant and then conduct all activities within that schedule in so far as possible.
2. Prepare and place position available announcements

EXECUTIVE RECRUITMENT STRATEGIC PLANNING/GOAL SETTING
ORGANIZATION & MANAGEMENT CHANGE/DEVELOPMENT
GROUP FACILITATION

3. Preparation of a detailed questionnaire which is administered to all members of the City Commission through the mail (US or electronically) for the purpose of establishing criteria for the position of city manager.
4. Receive and compile the results of the questionnaire answered by city commission members. Also, prepare the results of the questionnaire for presentation to the City Commission
5. Prepare, conduct, and facilitate a meeting of the City Commission to "feedback" questionnaire results and assist the commission members in establishing, by consensus decision, the criteria which will be included in a City Commission Community Profile Statement and a Position Profile Statement.
6. Prepare, for the approval of the city commissioners, both the Community and Position Profile Statements encompassing the appropriate and agreed upon items. Such statements, when approved by the commissioners, will then form the basis for future recruitment, screening and selection decisions.
7. Manage the selection process for the City Commission as it directs.
8. On behalf of the mayor and commissioners, answer applicants' questions by telephone, email, or letter. Acknowledge receipt of resumes and notify candidates of their standing in the process.
9. Actively recruit desirable candidates as appropriate to the process.
10. Screen all applicants, check references, and appropriately advise the mayor and city commissioners in the selection of candidates for interviews.
11. Establish, manage, and monitor an orderly interview process for the City Commission.
12. Monitor and assist the City Commission with handling the contracting phase as requested by the mayor and commissioners.
13. Advise the City Commission on any other matters consistent with these services as requested.

14. Be available for post appointment mentoring with the successful applicant for a minimum of ninety days from date of employment.

PROFESSIONAL FEES AND COSTS

The scope of services outlined above is offered to the city of Abilene, Kansas for a total consulting fee of Nine Thousand Five Hundred Dollars (\$9,500.00). Other consultant expenses will not exceed Seven Hundred Fifty Dollars (\$750.00) without prior authorization from the city commission.

The cost of advertising and interview expenses are expressly those of the City. (Typically, advertising expense will be less than one thousand dollars. The city commission will control interview expense by their invitation of candidates for interviews.)

Partial payment of the consulting fee in the amount of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) will be billed and payable upon completion of the Profile stage of the process. Final billing of the remaining fee and expenses will take place upon completion of the selection process. Completion of the selection process shall be determined when an offer extended by the City Commission of Abilene has been accepted by the candidate.

ACCEPTANCE

If these terms are acceptable to the Abilene City Commission please sign and return a copy to rjsOrganization Consultants at the above addresses.

Thank you. I look forward to working with the commissioners on this most important task.

Robert J. Saunders
Consultant

Dee Marshall
Mayor

Date: -----

CITY OF ABILENE

02/21/17 1:53 PM

Page 1

*Check Summary Register©

February 2017

Name	Check Date	Check Amt	
002000 Astra Bank checking			
Paid Chk# 023371	ABILENE AREA CHAMBER COM	2/27/2017	\$100.00 2017 MEMBERSHIP
Paid Chk# 023372	ABILENE MUNICIPAL COURT	2/27/2017	\$340.00 CHALSEA MILLNER 16-0719 BOND F
Paid Chk# 023373	ABILENE PRINTING & OFFICE	2/27/2017	\$2,777.35 PAST DUE NOTICES & WATER BILLS
Paid Chk# 023374	AT & T	2/27/2017	\$85.91 INTERNET FEBRUARY
Paid Chk# 023375	BAYER CONSTRUCTION CO, IN	2/27/2017	\$1,036.38 ROAD ROCK
Paid Chk# 023376	BLACKWELL & STRUBLE	2/27/2017	\$2,600.00 JONES 16-0274, SAUM 16-0016, Z
Paid Chk# 023377	BOBCAT OF SALINA	2/27/2017	\$199.83 GLASS DOOR
Paid Chk# 023378	BRIANS PLUMBING INC	2/27/2017	\$279.85 SERVICES E 1ST SEWER TAP
Paid Chk# 023379	CLIFFORD M. BURT	2/27/2017	\$675.00 REMOVE DANGEROUS TREE IN EISEN
Paid Chk# 023380	CLARK, MIZE & LINVILLE CHART	2/27/2017	\$9,158.00 LEGAL SERVICE DEC & JAN
Paid Chk# 023381	CRAFCO, INC	2/27/2017	\$2,396.80 3 PALLETS CRACK SEALER/DT TACK
Paid Chk# 023382	D S & O RURAL ELECTRIC COO	2/27/2017	\$240.18 ELECTRIC SERVICE @ WATER TOWER
Paid Chk# 023383	DK CTY HEALTH DEPT	2/27/2017	\$68.86 2ND HEP B SHOT - G. HICKS
Paid Chk# 023384	DON'S TIRE & SUPPLY	2/27/2017	\$1,165.40 NEW TIRES FOR TANDEM AXLE
Paid Chk# 023385	FIRST BANK KANSAS	2/27/2017	\$41,372.30 LEASE FOR SCBA FIRE EQUIPMENT
Paid Chk# 023386	JANE FOLTZ	2/27/2017	\$235.75 MILEAGE JAN/FEB 2017
Paid Chk# 023387	FOUR SEASONS INC	2/27/2017	\$513.71 BANDSHELL - FURNACE REPAIR - I
Paid Chk# 023388	GOTSCHALL, THALIA	2/27/2017	\$100.00 CIVIC CENTER DEPOSIT RETURN
Paid Chk# 023389	HD SUPPLY WATERWORKS	2/27/2017	\$6,264.00 HYDRANT EXTENSION & 6 RADIO TR
Paid Chk# 023390	HETTENBACH CONSTRUCTION	2/27/2017	\$1,630.34 LEVEE REPAIR (PLACEMENT OF ARM
Paid Chk# 023391	IMAGE QUEST	2/27/2017	\$261.14 COPIES
Paid Chk# 023392	JERRY A. MILLER	2/27/2017	\$300.00 AWOS FOR FEB
Paid Chk# 023393	K B I	2/27/2017	\$814.30 LAB FEES 2016
Paid Chk# 023394	KANSAS GAS SERVICE	2/27/2017	\$10,173.08 GAS SERVICE
Paid Chk# 023395	KDHE BUREAU OF WATER	2/27/2017	\$276,223.26 18 OF 40 PAYMENTS FOR WWTP PRO
Paid Chk# 023396	MARK KINDERKNECHT	2/27/2017	\$500.00 ADA ENTRANCE RAMP/WALK @ NW 5T
Paid Chk# 023397	LA RUE DISTRIBUTING INC	2/27/2017	\$38.35 COFFEE
Paid Chk# 023398	LANDERS, BRETT	2/27/2017	\$180.00 ANTHONY SCHOFIELD 17-0046 BOND
Paid Chk# 023399	LAVERY, ELIZABETH	2/27/2017	\$50.00 REFUND
Paid Chk# 023400	MIDWEST CONCRETE MATERIA	2/27/2017	\$190.50 SIDEWALK REPAIR METER PIT
Paid Chk# 023401	MILLNER, CHALSEA	2/27/2017	\$300.00 PARTIAL BOND REFUND 16-0719
Paid Chk# 023402	NAVRATS	2/27/2017	\$178.00 TONER
Paid Chk# 023403	NEWMAN TRAFFIC SIGNS	2/27/2017	\$4,083.09 2017 SIGN MATERIALS
Paid Chk# 023404	OCCK INC.	2/27/2017	\$6,166.67 JAN 2017 LABOR
Paid Chk# 023405	PAGE ANALYTICAL SERVICES	2/27/2017	\$157.60 BASIN TEST
Paid Chk# 023406	PHOENIX SUPPLY	2/27/2017	\$40.68 GLOVES
Paid Chk# 023407	PRAIRIE FIRE COFFEE	2/27/2017	\$83.80 COFFEE
Paid Chk# 023408	QUILL	2/27/2017	\$449.99 FILE CABINET
Paid Chk# 023409	SALINA SUPPLY CO	2/27/2017	\$13,034.18 FIRE HYDRANTS/ETC
Paid Chk# 023410	SAMS CLUB/GEFC	2/27/2017	\$219.84 2TABLES/6 CHAIRS SR CENTER
Paid Chk# 023411	SELLERS EQUIPMENT, INC	2/27/2017	\$257.47 SWEEPER BRAKE PARTS
Paid Chk# 023412	STOVER, JAMIE	2/27/2017	\$240.00 PARTIAL BOND REFUND 17-0040
Paid Chk# 023413	UNION PACIFIC RAILROAD	2/27/2017	\$100.00 ANNUAL LEASE PARKING LOT @ CVB
Paid Chk# 023414	US POST OFFICE-POSTMASTER	2/27/2017	\$1,150.00 REGULAR BILLING MARCH 2017
Paid Chk# 023415	VISA - UMB ADMINISTRATION	2/27/2017	\$2,203.63 SUPPLIES
Paid Chk# 023416	VISA - UMB COMMUNITY DEVEL	2/27/2017	\$213.36 SUPPLIES

CITY OF ABILENE

*Check Summary Register©

February 2017

	Name	Check Date	Check Amt	
Paid Chk# 023417	VISA - UMB CVB	2/27/2017	\$1,147.63	SUPPLIES
Paid Chk# 023418	VISA - UMB FIRE DEPT	2/27/2017	\$620.77	SUPPLIES
Paid Chk# 023419	VISA - UMB MUNICIPAL COURT	2/27/2017	\$176.44	SUPPLIES
Paid Chk# 023420	VISA - UMB PARKS	2/27/2017	\$4,351.15	SUPPLIES
Paid Chk# 023421	VISA - UMB POLICE DEPT	2/27/2017	\$2,695.08	SUPPLIES
Paid Chk# 023422	VISA - UMB PUBLIC WORKS	2/27/2017	\$4,456.04	SUPPLIES
Paid Chk# 023423	JACK E MEEHAN	2/27/2017	\$77.00	TABLECLOTHES
Paid Chk# 023424	WEIS FIRE & SAFETY EQUIPME	2/27/2017	\$120.00	2 PAIRS HIGH BACK PADDED SUSP
Paid Chk# 023425	WESTAR ENERGY	2/27/2017	\$53,482.90	ELECTRIC SERVICE
	Total Checks		\$455,975.61	

FILTER: None

City of Abilene
Payroll Expenditures Report
02/24/2017 PP#4

PAYROLL CODE		TOTALS
	NET SALARIES	\$ 73,270.26
051 & 501	OASDI - CITY/EMPLOYEE	\$ 13,121.06
049 & 502	MEDICARE - CITY/EMPLOYEE	\$ 3,068.70
001	FEDERAL WITHHOLDING - EMPLOYEE	\$ 10,105.58
503	KPERS - CITY	\$ 5,180.99
056, 057, 059	KPERS EMPLOYEE	\$ 3,674.49
505	KPERS RETIREE/EMPLOYER	\$ -
153	KPERS GROUP LIFE - EMPLOYEE	\$ 134.53
504	KPF - CITY	\$ 8,641.34
61	KPF EMPLOYEE	\$ 3,246.74
155	KPF GROUP LIFE- EMPLOYEE	\$ 52.69
105 & 540	WADDELL & REED 457 - CITY/EMPLOYEE	\$ 2,710.00
204	WADDELL & REED 529 - EMPLOYEE	\$ 125.00
110	WADDELL & REED SAVINGS - EMPLOYEE	\$ 220.00
005	STATE TAX - EMPLOYEE	\$ 3,200.97
120	AFLAC After Tax D&L - EMPLOYEE	\$ 121.62
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$ 430.81
102	VISION CARE DIRECT - EMPLOYEE	\$ 111.49
104	VSP VISION PLANS - EMPLOYEE	\$ 200.37
140 & 510	HEALTH INSURANCE - CITY/EMPLOYEE	\$ 21,953.46
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$ 211.25
200	KS PAYMENT CENTER SUPPORT - EMPLOYEE	\$ 164.82
206	CALIFORNIA CHILD SUPPORT - EMPLOYEE	\$ 461.53
150 & 160	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$ 1,117.45
121	POLICE & FIREMENS INS. - EMPLOYEE	\$ 20.92
	TOTAL PAYROLL EXPENDITURES	\$ 151,546.07

CITY OF ABILENE
SALES TAX COLLECTIONS
CITY OF ABILENE
SALES TAX COLLECTIONS
2017

		County - 1.25 (Jan., 1996) County - 1.00 (July, 1997)									
DATE	MONTH	2017 CITY	2017 COUNTY	2017 MONTHLY TOTAL	CURRENT YEAR TOTALS	2016 CITY	2016 COUNTY	2016 MONTHLY TOTAL	2016 YEAR TOTALS	OF PRIOR YEAR	
REC'D	COLLECT	CITY	COUNTY	TOTAL	TOTALS	CITY	COUNTY	TOTAL	TOTALS	YEAR	
2017										%	
1/30	November	\$49,835.49	\$46,036.20	\$95,871.69	\$95,871.69	\$51,284.07	\$45,526.97	\$96,811.04	\$96,811.04	99.030%	
2/27	December	\$62,512.66	\$54,886.78	\$117,399.44	\$213,271.13	\$53,828.47	\$46,430.59	\$100,259.06	\$197,070.10	108.221%	
3/30	January	\$0.00	\$0.00	\$0.00	\$0.00	\$50,654.04	\$42,776.26	\$93,430.30	\$290,500.40	0.000%	
4/28	February	\$0.00	\$0.00	\$0.00	\$0.00	\$49,518.38	\$44,484.83	\$94,003.21	\$384,503.61	0.000%	
5/27	March	\$0.00	\$0.00	\$0.00	\$0.00	\$56,458.58	\$50,388.56	\$106,847.14	\$491,350.75	0.000%	
6/29	April	\$0.00	\$0.00	\$0.00	\$0.00	\$56,187.20	\$50,064.17	\$106,251.37	\$597,602.12	0.000%	
7/28	May	\$0.00	\$0.00	\$0.00	\$0.00	\$57,048.75	\$50,112.52	\$107,161.27	\$704,763.39	0.000%	
8/30	June	\$0.00	\$0.00	\$0.00	\$0.00	\$58,458.07	\$50,111.30	\$108,569.37	\$813,332.76	0.000%	
9/29	July	\$0.00	\$0.00	\$0.00	\$0.00	\$58,264.69	\$52,877.24	\$111,141.93	\$924,474.69	0.000%	
10/28	August	\$0.00	\$0.00	\$0.00	\$0.00	\$55,338.53	\$49,208.73	\$104,547.26	\$1,029,021.95	0.000%	
11/29	September	\$0.00	\$0.00	\$0.00	\$0.00	\$52,335.97	\$50,600.68	\$102,936.65	\$1,131,958.60	0.000%	
12/29	October	\$0.00	\$0.00	\$0.00	\$0.00	\$50,916.64	\$45,856.90	\$96,773.54	\$1,228,732.14	0.000%	
	TOTALS	\$112,348.15	\$100,922.98	\$213,271.13		\$650,293.39	\$578,438.75	\$1,228,732.14			
	ANNUAL BUDGET			\$1,220,000.00				\$1,303,000.00			
	PERCENTAGE OF BUDGET RECEIVED			17.481%				94.300%			
	PERCENTAGE OF BUDGET YEAR			16.667%							

NOTE: Sales tax collections and distributions lag behind by 2 months. Businesses have until the 25th of the following month to send in the sales tax report and money. The Kansas Department of Revenue has until the following month to distribute the money.

SALES TAX WORKSHEET 2017									
		SALES (CITY)	SALES (CITY SHARE OF COUNTY)	COMPENSATION (CITY)	COMPENSATION USE TAX (CITY)	COMPENSATION USE TAX (CITY SHARE OF COUNTY)	TOTAL		
TOTAL		\$ 126,416.09	\$ 48,781.13	\$ 11,125.52	\$ 6,105.65	\$ 192,428.39			
GENERAL FUND (58.82% OF CITY SALES AND CITY CU TAX) 001 430070	45.45%	\$ 57,456.11	\$ 48,781.13	\$ 5,056.55	\$ 6,105.65	\$ 117,399.44			
GENERAL FUND STREET (22.73% OF CITY SALES AND CITY CU TAX) 037 430070	22.73%	\$ 28,734.38		\$ 2,528.83		\$ 31,263.21			
LIBRARY/POOL PROJECT (41.18% OF CITY SALES AND CITY CU TAX) 036 430070	31.82%	\$ 40,225.60		\$ 3,540.14		\$ 43,765.74			
		\$ 126,416.09	\$ 48,781.13	\$ 11,125.52	\$ 6,105.65	\$ 192,428.39			\$ 192,428.39

CITY OF ABILENE
SALES TAX COLLECTIONS
POOL & LIBRARY PROJECTS
2017

.35% SALES TAX (PASSED NOV 2007) COLLECTIONS STARTED APRIL 1, 2008 (Sunsets in 2018)

2017		2017		2017		2016		2016		%	
DATE	MONTH	2017	2017	2016	2016	2016	2016	2016	2016	OF PRIOR	YEAR
REC'D	COLLECTED	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	YEAR	YEAR
FOR		COLLECTED		TOTALS		TOTALS		TOTALS		TOTALS	
1/30	November	\$ 34,890.33	\$ 34,890.33	1/29	\$ 35,904.49	\$ 35,904.49	1/29	\$ 35,904.49	97.18%		
2/27	December	\$ 43,765.74	\$ 78,656.07	2/26	\$ 37,685.85	\$ 73,590.34	2/26	\$ 37,685.85	106.88%		
3/30	January	\$ -	\$ -	3/30	\$ 35,463.40	\$ 109,053.74	3/30	\$ 35,463.40	0.00%		
4/28	February	\$ -	\$ -	4/28	\$ 34,668.32	\$ 143,722.06	4/28	\$ 34,668.32	0.00%		
5/27	March	\$ -	\$ -	5/27	\$ 39,527.22	\$ 183,249.28	5/27	\$ 39,527.22	0.00%		
6/29	April	\$ -	\$ -	6/29	\$ 39,337.22	\$ 222,586.50	6/29	\$ 39,337.22	0.00%		
7/28	May	\$ -	\$ -	7/28	\$ 39,940.41	\$ 262,526.91	7/28	\$ 39,940.41	0.00%		
8/30	June	\$ -	\$ -	8/30	\$ 40,927.08	\$ 303,453.99	8/30	\$ 40,927.08	0.00%		
9/29	July	\$ -	\$ -	9/29	\$ 40,791.70	\$ 344,245.69	9/29	\$ 40,791.70	0.00%		
10/28	August	\$ -	\$ -	10/28	\$ 38,743.06	\$ 382,988.75	10/28	\$ 38,743.06	0.00%		
11/29	September	\$ -	\$ -	11/29	\$ 36,640.93	\$ 419,629.68	11/29	\$ 36,640.93	0.00%		
12/29	October	\$ -	\$ -	12/29	\$ 35,647.25	\$ 455,276.93	12/29	\$ 35,647.25	0.00%		
TOTALS		\$ 78,656.07	\$ 34,890.33	\$ 455,276.93	\$ 35,904.49	\$ 35,904.49	\$ 35,904.49	\$ 35,904.49	97.18%		

ANNUAL BUDGET \$ 475,000.00
 PERCENTAGE OF BUDGET RECEIVED 16.56%
 PERCENTAGE OF BUDGET YEAR 16.67%

NOTE: Sales tax collections and distributions lag behind by 2 months. Businesses have until the 25th of the following month to send in the sales tax report and money. The Kansas Department of Revenue has until the following month to distribute the money.

CITY OF ABILENE
SALES TAX COLLECTIONS SPECIAL STREET PROGRAM

2017

April 2013 .25-Street (Sunsets in 2023)

2017			CURRENT YEAR		2016	2016	%
DATE	MONTH	2017	TOTALS		CITY	YEAR	OF PRIOR
REC'D	COLLECT	CITY	TOTALS		CITY	TOTALS	YEAR
1/30	November	\$24,923.23	\$24,923.23		\$25,647.68	\$25,647.68	97.175%
2/27	December	\$31,263.21	\$56,186.44		\$24,401.51	\$50,049.19	112.262%
3/30	January	\$0.00	\$0.00		\$25,332.59	\$75,381.78	0.000%
4/28	February	\$0.00	\$0.00		\$24,764.64	\$100,146.42	0.000%
5/27	March	\$0.00	\$0.00		\$28,235.50	\$128,381.92	0.000%
6/29	April	\$0.00	\$0.00		\$28,099.78	\$156,481.70	0.000%
7/28	May	\$0.00	\$0.00		\$28,530.66	\$185,012.36	0.000%
8/30	June	\$0.00	\$0.00		\$29,235.47	\$214,247.83	0.000%
9/29	July	\$0.00	\$0.00		\$29,138.76	\$243,386.59	0.000%
10/28	August	\$0.00	\$0.00		\$27,675.35	\$271,061.94	0.000%
11/29	September	\$0.00	\$0.00		\$26,173.74	\$297,235.68	0.000%
12/29	October	\$0.00	\$0.00		\$25,463.92	\$322,699.60	0.000%
	TOTALS	\$56,186.44			\$322,699.60		
	ANNUAL BUDGET		\$ 325,000				
	PERCENTAGE OF BUDGET RECEIVED		17.29%				
	PERCENTAGE OF BUDGET YEAR		16.67%				

NOTE: Sales tax collections and distributions lag behind by 2 months. Businesses have until the 25th of the following month to send in the sales tax report and money. The Kansas Department of Revenue has until the following month to distribute the money.