



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
September 7, 2021 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions are for the purpose of providing the commission the opportunity to study items in more detail.

OPEN FORUM

This is an opportunity to bring up items to be informally addressed. The Mayor may impose a time limit on open forum.

STUDY ITEMS

1. Fall You Haul
2. Cereal Malt Beverage Licenses Dollar General – 409 N. Buckeye and Family Dollar 1709 N. Buckeye
3. Standard Traffic Ordinance for Kansas Cities
4. Uniform Public Offense Code for Kansas Cities
5. Well #23 - Land acquisition changes
6. CID petition for Guffey Properties, LLC – Family Dollar





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/7/21

9/13/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Public Works

Lon

AGENDA ITEM HEADING:

Conducting 2021 Fall You Haul City wide free clean up week

BACKGROUND:

In September of 2019, Public Works organized a revised version of the traditional city-wide cleanup week for residents. Our staff secured large 30 cubic yard roll off trash containers and set them up at the former City landfill site south of West 1st and Cherry Streets. Residents were then invited to bring their acceptable and properly sorted items to the site from 7 am to 7 pm that designated week from Monday through Friday. We provided two staff members on site for those hours along with two well equipped wheel loaders. The site is then closed and gated after hours.

I have been notified that Dickinson County as well as several other cities are conducting free cleanup during the week of September 27-October 1, 2021 and am suggesting that we consider doing a Fall You Haul during that week.

FISCAL NOTE:

In 2019 it cost the City \$2,270 for the containers and \$2,182.08 for the County Transfer Station fee. There will be some additional labor costs for the after normal hours compensation but will not be significant. It appears that we will not have the Transfer Station Fee this year and the final cost will be determined by the amount of participation from residents but will most likely be between \$2000 and \$3500.

COMMISSION ACTION OPTIONS:

Deny or approve



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

8/23/2021

Originating Department

Administration

Prepared By:

Shayla Mohr, City Clerk

Approved For Agenda By:

(Office Use Only)

9/7/21 Study Session
9/13/21 Regular meeting

AGENDA ITEM HEADING:

Cereal Malt Beverage Licenses

BACKGROUND:

We have received all required paperwork and inspections have been completed for a Cereal Malt Beverage License for packaged sales at Dollar General – 409 N. Buckeye.

We have also received all required paperwork for Family Dollar – 1709 N. Buckeye. At this time we are waiting for construction to be completed and all inspections to be completed. We expect them to be completed in the next week and once everything is approved we would also like to include them on the 9/13/21 agenda to be approved.

FISCAL NOTE:

None

COMMISSION ACTION:

Approve Cereal Malt Beverage Licenses – packaged sales for Dollar General – 409 N. Buckeye and Family Dollar – 1709 N. Buckeye.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of Abilene

SECTION 1 – LICENSE TYPE

Check One: ☒ New License ☐ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.

☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 00436477242F

I have registered as an Alcohol Dealer with the TTB. ☒ Yes (required for new application)

Name of Corporation
DG Retail, LLC

Principal Place of Business

Corporation Street Address
100 Mission Ridge

Corporation City
Goodlettsville

State
TN

Zip Code
37072

Date of Incorporation
7/15/2005

Articles of Incorporation are on file with the
Secretary of State.

☒ Yes ☐ No

Resident Agent Name

Phone No.

Residence Street Address

City

State

Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise
(Business Location or Location of Special Event)

Mailing Address
(If different from business address)

DBA Name
Dollar General Store #22963

Name
Dollar General Store #22963

Business Location Address
409 N Buckeye Ave

Address
100 Mission Ridge

City
Abilene

State
KS

Zip
67410

City
Goodlettsville

State
TN

Zip
37072

Business Phone No.
785-576-9016

☐ Applicant owns the proposed business location.
☒ Applicant does not own the proposed business location.

Business Location Owner Name(s)
Family Video Employees, LLC

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name
No single person owns 25% or more of stock.

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Name

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

Position

Age

Residence Street Address

City

State

Zip Code

Name

Position

Date of Birth

Residence Street Address

City

State

Zip Code

Spouse Name

Position

Age

Residence Street Address

City

State

Zip Code

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent.

☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name	<i>James Blake</i>	Phone No.	<i>629-867-8468</i>	Date of Birth	<i>9-18-76</i>
Residence Street Address	<i>611 Garfield St.</i>	City	<i>McPherson</i>	Zip Code	<i>67460</i>

Manager or Agent Spousal Information*

Spouse Name	<i>Melissa Blake</i>	Phone No.	<i>785-200-5860</i>	Date of Birth	<i>9-20-75</i>
Residence Street Address	<i>611 Garfield St.</i>	City	<i>McPherson</i>	Zip Code	<i>67460</i>

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

☐ Yes ☒ No

Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:
(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.

☐ Yes ☒ No

All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.

☒ Yes ☐ No**SECTION 7 – DURATION OF SPECIAL EVENT**

Start Date	Time	☐ AM ☐ PM
End Date	Time	☐ AM ☐ PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE

[Handwritten Signature]

DATE

6/18/21

FOR CITY/COUNTY OFFICE USE ONLY:

☒ License Fee Received Amount \$ 50.00 Date 6-21-2021
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 6-21-2021

☒ Background Investigation

☐ Completed Date 9-1-2021

☒ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date _____ to _____ By: _____

☐ License Renewed

Valid From Date _____ to _____ By: _____

☐ Special Event Permit Approved

Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

DOLLAR GENERAL

DRAWING HISTORY
DATE 02/04/21 BY: MAE

DATE 02/17/21 BY: MAE

[1]	
[2]	
[3]	
[4]	
[5]	
[6]	
[7]	
[8]	
[9]	
[10]	
[11]	

PROJECT TYPE	NEW
FORMAT TYPE	DGTP20
PLAN TYPE	CONV
LAND TYPE	NCI
UPPER SECTION	STANDARD
REQUIRE DATE	03/18/21

SALES FLOOR SQ. FT.	7,271
WAREHOUSE SQ. FT.	1,918
TOTAL SQ. FT.	9,900
CEILING HEIGHT	
LIGHT HEIGHT	

SEASONAL SECTIONS	41
SECTION COUNT	277
ENDCAP COUNT	38

STORE NUMBER 22963

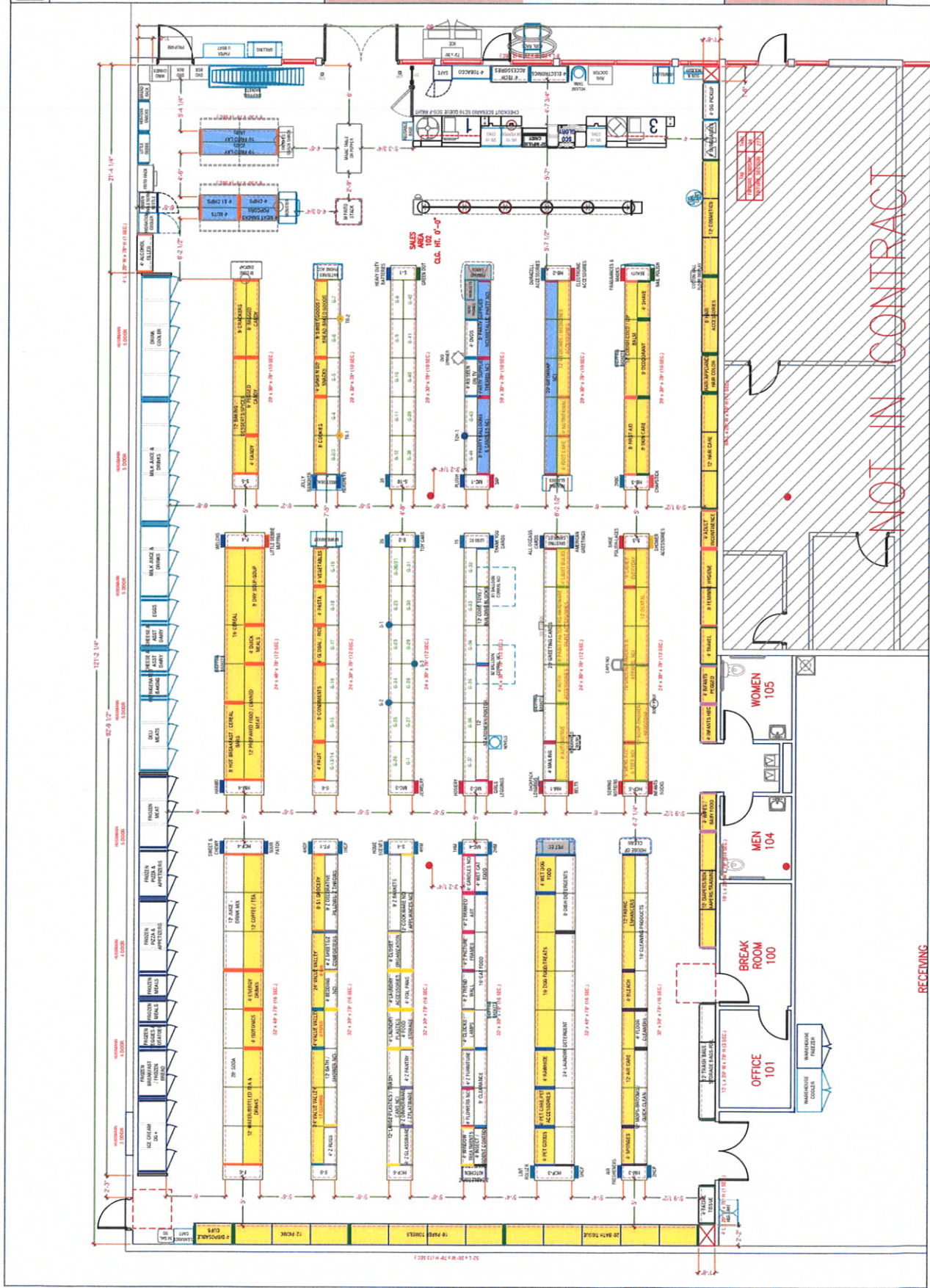
ADDRESS 409 N BUCKEYE AVENUE

CITY ABILENE

STATE KS

ZIP 67410

STORE PLANNING HOTLINE (615) 855-5385



NOT IN CONTRACT

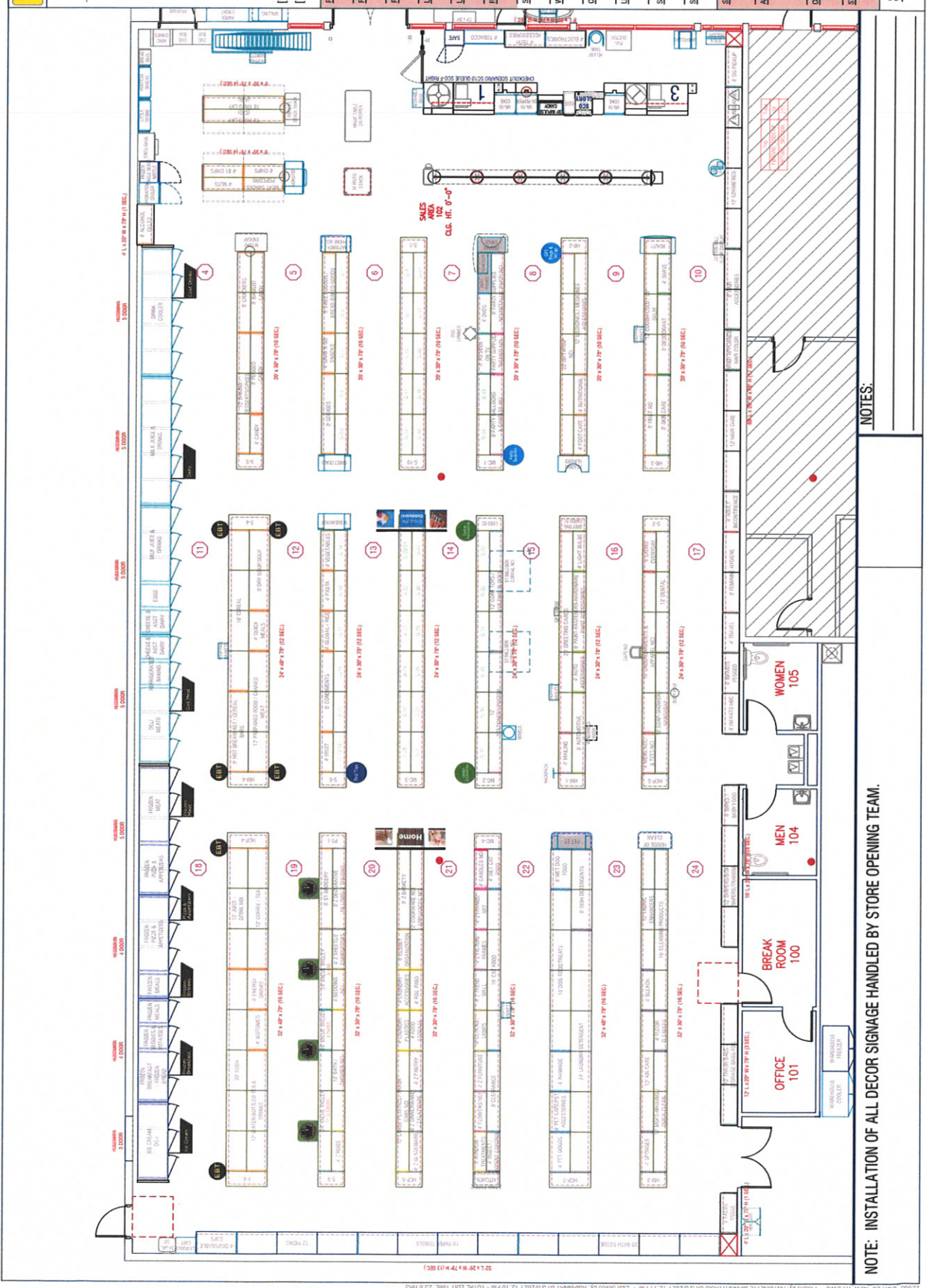
RECEIVING

DOLLAR GENERAL

DRAWING HISTORY
DATE 02/04/21 BY: MAE
DATE 02/17/21 BY: MAE

- [1]
- [2]
- [3]
- [4]
- [5]
- [6]
- [7]
- [8]
- [9]
- [10]
- [11]

PROJECT TYPE	NEW
FORMAT TYPE	DGTP20
PLAN TYPE	CONV
LAYOUT TYPE	NCI
LP DESCRIPTION	STANDARD
PICTURE DATE	03/18/21
SALES FLOOR SQ. FT.	7,271
WAREHOUSE SQ. FT.	1,918
CEILING HEIGHT	9,900
LIGHT HEIGHT	
SEASONAL SECTIONS	41
SECTION COUNT	277
ENDCAP COUNT	38
STORE NUMBER	22963
ADDRESS	409 N BUCKEYE AVENUE
CITY	ABILENE
STATE	KS
ZIP	67410
STORE PLANNING HOTLINE	(615) 855-5385



NOTES:

NOTE: INSTALLATION OF ALL DECOR SIGNAGE HANDLED BY STORE OPENING TEAM.

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

☒ City or ☐ County of ABILENE**SECTION 1 – LICENSE TYPE**Check One: ☒ New License ☐ Renew License ☐ Special Event Permit

Check One:

☐ License to sell cereal malt beverages for consumption on the premises.☒ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.**SECTION 2 – APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-562056614F-01

Name of Corporation FAMILY DOLLAR, INC.		Principal Place of Business SAME	
Corporation Street Address 500 VOLVO PARKWAY		Corporation City CHESAPEAKE	State VA Zip Code 23320
Date of Incorporation 11/17/1997		Articles of Incorporation are on file with the Secretary of State. ☒ Yes ☐ No	
Resident Agent Name CORPORATION SERVICE COMPANY		Phone No. 1-800-927-9800	
Residence Street Address 2900 SW WANAMAKER DR, STE 204		City TOPEKA	State KS Zip Code 66614

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name FAMILY DOLLAR STORE #32690	Name FAMILY DOLLAR, INC.
Business Location Address 1709 N BUCKEYE AVE	Address 500 VOLVO PARKWAY
City ABILENE State KS Zip 67410	City CHESAPEAKE State VA Zip 23320
Business Phone No.	☐ Applicant owns the proposed business location. ☒ Applicant does not own the proposed business location.
Business Location Owner Name(s) GUFFEY PROPERTIES, LLC	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
PETER A. BARNETT	PRESIDENT	11/20/1962
Residence Street Address 329 CAVALIER DR	City VIRGINIA BEACH State VA Zip Code 23451	
Spouse Name YVONNE BARNETT	Position N/A	Date of Birth 07/24/1959
Residence Street Address 329 CAVALIER DR	City VIRGINIA BEACH State VA Zip Code 23451	
Name BRUCE WALTERS	Position CHIEF DEVELOPMENT OFFICER	Date of Birth 04/03/195
Residence Street Address 2693 NESTLEBROOK TRAIL	City VIRGINIA BEACH State VA Zip Code 23456	
Spouse Name JOYCE WALTERS	Position N/A	Age 01/08/1961
Residence Street Address 2693 NESTLEBROOK TRAIL	City VIRGINIA BEACH State VA Zip Code 23456	
Name WILLIAM A. OLD, JR.	Position SR. V.P., CLO, G.C. and SECRETARY	Date of Birth 08/14/1953
Residence Street Address 111 84TH STREET, #B	City VIRGINIA BEACH State VA Zip Code 23451	
Spouse Name ELIZABETH OLD	Position N/A	Age 01/07/1954
Residence Street Address 111 84TH STREET, #B	City VIRGINIA BEACH State VA Zip Code 23451	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name ROGER DEAN	Position V. PRESIDENT & TREASURER		Date of Birth 10/17/1971
Residence Street Address 2904 RYAN COURT	City VIRGINIA BEACH	State VA	Zip Code 23454
Spouse Name DEANNA DEAN	Position N/A		Date of Birth
Residence Street Address 2904 RYAN COURT	City VIRGINIA BEACH	State VA	Zip Code 23454
Name JONATHAN ELDER	Position VICE PRESIDENT - TAX		Date of Birth 07/14/1964
Residence Street Address 808 FOREST GLADE DRIVE	City CHESAPEAKE	State VA	Zip Code 23322
Spouse Name N/A	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name KEVIN S. WAMPLER	Position DIRECTOR		Date of Birth 12/26/1962
Residence Street Address 3131 MANSFIELD LANE	City VIRGINIA BEACH	State VA	Zip Code 23457
Spouse Name RENEE WAMPLER	Position N/A		Date of Birth
Residence Street Address 3131 MANSFIELD LANE	City VIRGINIA BEACH	State VA	Zip Code 23457
Name DEBORAH MILLER	Position VICE PRESIDENT		Date of Birth 11/28/1957
Residence Street Address 428 58TH STREET	City VIRGINIA BEACH	State VA	Zip Code 23451
Spouse Name N/A	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Name CHRISTOPHER WILLIAMS	Position SR. VICE PRESIDENT		Date of Birth 09/14/1970
Residence Street Address 2400 KESTREL LANE	City VIRGINIA BEACH	State VA	Zip Code 23456
Spouse Name HEATHER WILLIAMS	Position N/A		Date of Birth
Residence Street Address 2400 KESTREL LANE	City VIRGINIA BEACH	State VA	Zip Code 23456
Name TODD LITTLER	Position SR. VICE PRESIDENT		Date of Birth 11/11/1970
Residence Street Address 3609 TRADING PLACE	City VIRGINIA BEACH	State VA	Zip Code 23452
Spouse Name KRISTIN LITTLER	Position N/A		Date of Birth
Residence Street Address 3609 TRADING PLACE	City VIRGINIA BEACH	State VA	Zip Code 23452
Name SHAWNITA TOTTON-MEDLEY	Position V. PRESIDENT, ASST. SECRETARY		Date of Birth 02/28/1974
Residence Street Address 1214 COPPER KNOLL LANE	City CHESAPEAKE	State VA	Zip Code 23320
Spouse Name DARRELL S MEDLEY	Position N/A		Date of Birth 01/03/1974
Residence Street Address 1214 COPPER KNOLL LANE	City CHESAPEAKE	State VA	Zip Code 23320
Name SANDRA L. BOSCIA	Position ASSISTANT SECRETARY		Date of Birth 09/20/1970
Residence Street Address 127 MEADOWBROOK ROAD	City CHARLOTTE	State NC	Zip Code 26211
Spouse Name RALPH BOSCIA	Position N/A		Date of Birth
Residence Street Address 127 MEADOWBROOK ROAD	City CHARLOTTE	State NC	Zip Code 26211

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK (CONTINUED)

Name DANA H. HAY	Position ASSISTANT SECRETARY	Date of Birth 12/05/1963
Residence Street Address 319 VESPASIAN CIRCLE	City CHESAPEAKE	State VA
	Zip Code 23322	
Spouse Name PAUL S. WINTON	Position N/A	Date of Birth
Residence Street Address 319 VESPASIAN CIRCLE	City CHESAPEAKE	State VA
	Zip Code 23322	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
	Zip Code	

SECTION 5 – MANAGER OR AGENT INFORMATION

My place of business or special event will be conducted by a manager or agent. ☒ Yes ☐ No

If yes, provide the following:

Manager/Agent Name MARGARET D. JONES (GARRETSON)	Phone No. 620-870-8419	Date of Birth 01/30/1974
Residence Street Address 308 POPLAR PLACE	City COFFEYVILLE	Zip Code 67337

Manager or Agent Spousal Information*

Spouse Name N/A	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE

Within 2 years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes*:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

☐ Yes ☒ No

Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:
(1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.

☐ Yes ☒ No

All of the individuals identified in Sections 4 & 5 are at least 21 years of age*.

☒ Yes ☐ No

SECTION 7 – DURATION OF SPECIAL EVENT

Start Date N/A	Time	☐ AM ☐ PM
End Date	Time	☐ AM ☐ PM

Proceed to Section 8 on the next page.

SECTION 8 – LICENSED PREMISE

In the space below, draw the area you wish to sell or deliver CMB. Include entrances, exits and storage areas. Do not include areas you do not wish to license. If you wish to attach a drawing, check the box: ☐ 8 1/2" by 11" drawing attached.



I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE

Peter A. Barnett

DATE 5/25/21

FOR CITY/COUNTY OFFICE USE ONLY: PETER A. BARNETT

☒ License Fee Received Amount \$ 50.00 Date 6-7-21
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

☒ \$25 CMB Stamp Fee Received Date 6-7-21

☒ Background Investigation

☒ Completed Date 9-2-2021

☒ Qualified ☐ Disqualified

☐ Verified applicant has registered with the TTB as an Alcohol Dealer

☐ New License Approved

Valid From Date _____ to _____ By: _____

☐ License Renewed

Valid From Date _____ to _____ By: _____

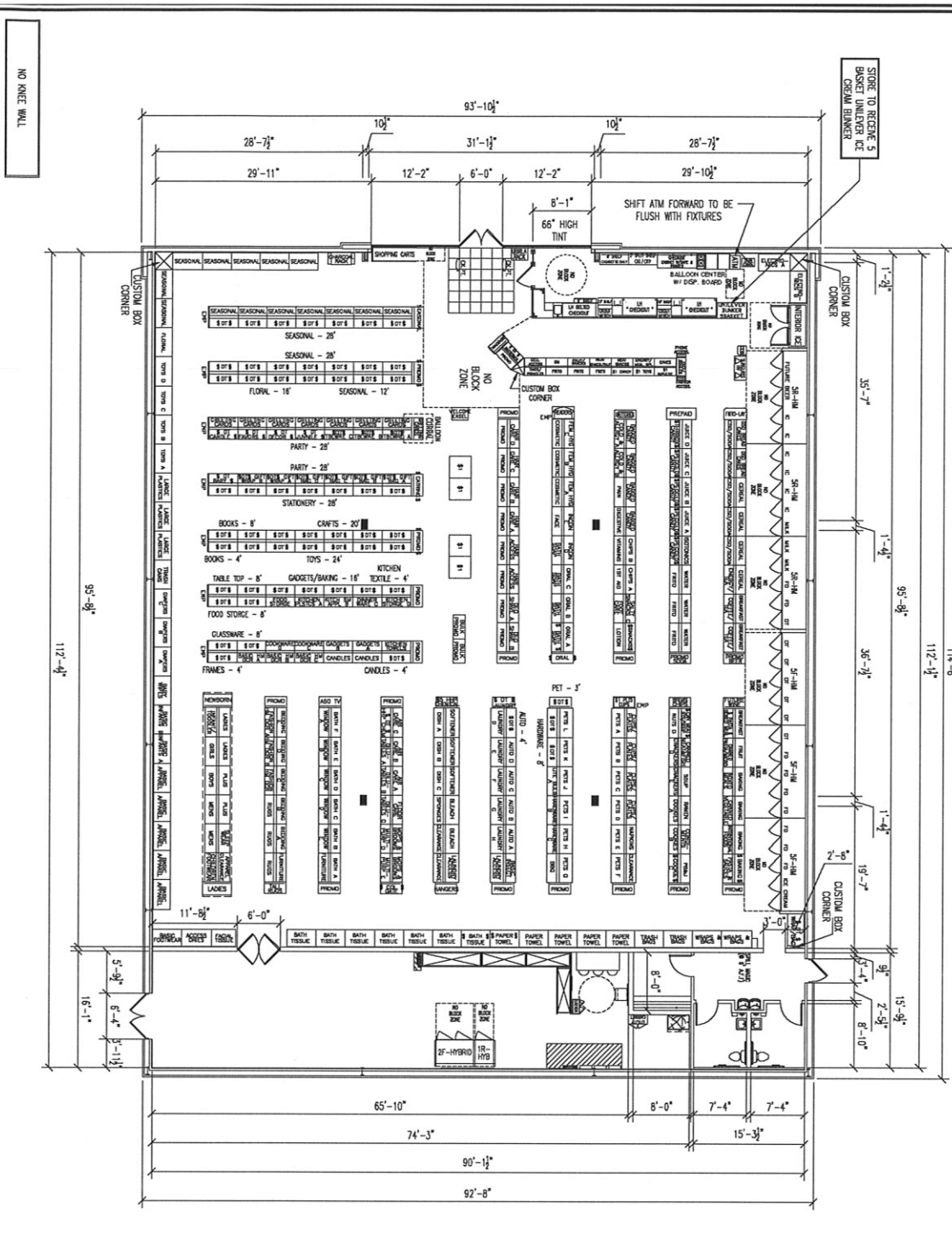
☐ Special Event Permit Approved

Valid From Date _____ to _____ By: _____

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* Applicant's spouse is not required to meet citizenship, residency or age requirements. If renewal application, applicant's spouse is not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)

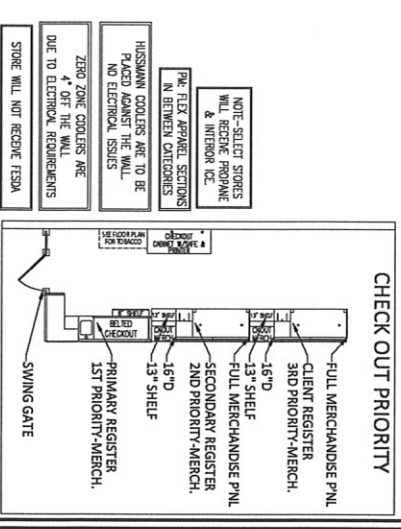
STORE NUMBER	PROJECT NUMBER	LOCATION	FORMAT	START DATE	TOTAL SALES SQ. FT.	USABLE STOCK SQ. FT.	EXTERIOR SQ. FT.	AA HARB	AA HARB	CEILING HEIGHT	ASS. CLASS	RISK COUNT	SECTION	DRAWN BY	PROJECT MANAGER	DATE	REVISIONS
NEW 12690 32690	796731	ABILENE, KS	RURAL FDI	X/2021	10,014	8,546	887	VERY LOW	VERY LOW	12'-0"	79	0	347	D.RODRIGUEZ	BAKER	3/30/2021	FAMILY DOLLAR 900 VOLVO HWY 1 CHESTER, VA 22603 CONFIDENTIAL - FAMILY DOLLAR USE ONLY PLEASE CHECK THE PLANS FOR ANY FLOW REVISIONS AFTER THE LATEST DATE ON THE LISTS. THIS SHOULD BE APPLIED TO THE WORKMAN.



MISSING PRODUCT IN STORE
\$DT PET -1'

POWER PANEL LIST

PP 03	PETS - ACCESSORIES
PP 04	BELTS & WAISTERS
PP 06	LITTLE TREE AIR FRESHENER
PP 07	MOY SPRAY
PP 08	TONES
PP 09	SPECIALTY BATH
PP 10	PURPLE BOOKS
PP 12	FOOT CARE/LEONE
PP 13	WORK GLOVES
PP 14	SAVING NOTIONS
PP 15	SHOE CARE
PP 16	BEAUTY CARE
PP 17	INCENSE
PP 18	PLACEMATS
PP 19	RED SHADE
FPP (1-7)	FASHION
PS (1-8)	SEASONAL
SP (1-10)	OT PRODUCT



NOTE: SELECT STORES WILL RECEIVE PRODUCT & INTERIOR ICE.

PK FLEX APPLI. SECTIONS IN BETWEEN CATEGORIES.

HUSSMAN COOLERS ARE TO BE PLACED AGAINST THE WALL. NO ELECTRICAL ISSUES.

ZERO ZONE COOLERS ARE 4' OFF THE WALL. DUE TO ELECTRICAL REQUIREMENTS.

STORE WILL NOT RECEIVE FISH.



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Police Department

Chief Anna Hatter

AGENDA ITEM HEADING:

Standard Traffic Ordinance (STO) and Unified Public Offense Code (UPOC)

BACKGROUND:

Annually, after the legislative session passing law into effect the League of Municipalities publishes the Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC). This year that legislative session occurred on July 1, 2021. Both books are designed to provide a comprehensive traffic code and public offense ordinance for Kansas cities. Changes do not take effect in a municipality until the governing body passes and publishes an ordinance incorporating it by reference.

Attachment: KGJ Article on STO and UPOC changes

FISCAL NOTE:

The fine schedule has been updated and approved by Municipal Judge Thompson with fines and bond amounts assessed to the new sections.

COMMISSION ACTION:

Approval of the Ordinances to pass the STO and UPOC into city code.

2021 Changes to the Standard Traffic Ordinance and Uniform Public Offense Code

Amanda Stanley, General Counsel

The 2021 legislative session was extremely busy. There were 116 bills enrolled, many impacting the Standard Traffic Ordinance (STO) and the Uniform Public Offense Code. This summary is to highlight the changes made to both publications.

Changes to the 48th Edition of the STO

Article 1 Definitions

In Article 1 Definitions, the following have been amended: All-Terrain Vehicle (SB 95), Antique (HB 2165), Golf Cart (SB 95), and Recreational Off-Highway Vehicle (SB 95). There are also new definitions for Authorized Utility or Telecommunication Vehicle (SB 67), Funeral Escort (SB 67), Funeral Lead Vehicle (SB 67), and Funeral Procession (SB 67).

New Section 10.1 Funeral Procession; Section 119 Parades and Processions

SB 67 modified how funerals are treated under the traffic code. The STO previously contained provisions relating to funerals (that the organizers notify the chief of police, and that no driver not involved in the funeral procession insert themselves into the procession of vehicles) in sections 119, Parades and processions, and Section 120 Driving through Procession.

The new requirements in SB 67 are found in New Section 10.1 of the STO. The legislation sets out the duties of both the operators of vehicles in the funeral procession and of other vehicles and pedestrians who encounter funeral processions in the context of traffic laws and right-of-way at intersections. Cities are allowed to require prior notice of a planned funeral procession and make additional requirements that go beyond, but are not in conflict with, the requirements of the act.

Section 119 Parades and Processions has been updated to remove the funeral procession provisions now in New Section 10.1.

Section 30.4 Impounded Motor Vehicle

While this section was not modified, a new editor's note has been added drawing the reader's attention to SB 36 which amended the requirements for the disposition of such vehicle.

Section 31 Fleeing or Attempting to Elude a Police Officer

Section 31 has been amended to match the language in SB 60. The intent requirement has been modified to a knowingly standard (previously a willfully standard). The sentencing language has also been modified. SB 60 elevated certain offenses to a felony.

New Section 40.2 Passing a Stationary Authorized Utility or Telecommunications Vehicle

SB 67 created a new traffic offense for failing to move over when approaching an authorized utility or telecommunications vehicle. This is contained in New Section 40.2.

Section 106 Transportation of Alcoholic Beverage

A new editor's note has been added to Section 106. HB 2137 made several changes to Kansas alcohol statutes regarding liquor and CMB to go; however, K.S.A. 8-1599 regarding the transportation of said liquor or CMB was not amended to reflect the changes. An editor's note has been added to explain this discrepancy and list the requirements establishments must follow under HB 2137.

Section 115 Unlawful Riding on Vehicles; Persons 14 years of age and older

An eagle-eyed city attorney noticed an error in (c)(1) of this section in previous editions. It has been updated accordingly.

New Section 126.1.1 Display of License Plate

Section 126.1.1 has been added to the STO in response to HB 2167 which established new rules for the locations of license plates on certain types of vehicles.

Section 179 Spilling Loads on Highway

Section 179 has been amended to match the changes made in SB 89.

Section 201.1 Failure to Comply with a Traffic Citation

Section 201.1 was amended in SB 127 to allow a person who is assessed a fine or court costs for a traffic citation to petition the court for waiver of payment of the fine or costs at any time if the amount due will impose a manifest hardship on the person or the person's immediate family. The corresponding section has been updated to match the changes to state law.

Changes in the 37th Edition of the UPOC

Section 1.1 Definitions

Two definitions were modified in Section 1.1: Class A Club and Drinking Establishment (HB 2137).

Section 3.2.1 Sexual Battery

Section 3.2.1 was amended to remove the spousal exception to sexual battery per SB 60. The editor's note was also updated in response to *City of Shawnee v. Adem*, 58 Kan. App. 2d 560 (2020).

Section 5.5 Watercraft

Section 5.5 was updated in response to SB 142's new requirements for approved personal flotation devices.

Section 6.2 Intent; Permanently Deprive

SB 60 made changes to this section of law when dealing with the theft of a motor vehicle. Those changes have been added to Section 6.2.

New Section 6.7.2 Trespassing on a critical infrastructure facility

SB 172 created several new criminal offenses. One of the offenses, trespassing on a critical infrastructure facility, is a misdemeanor and has been added to the UPOC in New Section 6.7.2.

New Section 7.1 Unlawfully tampering with electronic monitoring equipment

While not often used, municipal courts can require court ordered supervision in some instances. HB 2026 amended the offense of unlawfully tampering with electronic monitoring equipment. This has been added as new Section 7.1.

New Section 7.5 Distribution of unattributed applications for advance voting ballots

This is a new election offense created in HB 2323. It has been added as new Section 7.5

Section 7.14 Electioneering.

HB 2183 amended the offense of electioneering and added new limitations for when a ballot can be handled by a candidate.

New Section 9.3 Violation of Executive Order under K.S.A 48-925 mandating a curfew or prohibiting public entry

The legislature made several changes to the Kansas Emergency Management Act in SB 40. One change relevant to the UPOC was making certain violations of executive orders mandating a curfew or prohibiting public entry criminal offenses. This has been added as New Section 9.3.

Section 11.3 Commercialization of Wildlife

The Legislature fixed a grammatical error in K.S.A. 32-1005. This has been updated in Section 11.3.

ORDINANCE NO. 21-3403

AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-101 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY ADOPTING AND INCORPORATING BY REFERENCE THE *UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES*, 37th EDITION (2021), WITH CERTAIN OMISSIONS AND AMENDMENTS THERETO; AND REPEALING EXISTING SECTION 5-101.

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

SECTION ONE. Section 5-101 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

5-101. Incorporating Uniform Public Offense Code with amendments.

- (a) **Incorporation by reference.** The *Uniform Public Offense Code for Kansas Cities*, 37th Edition (2021), published by the League of Kansas Municipalities, Topeka, Kansas (the “Uniform Public Offense Code”), is adopted and incorporated by reference except such sections as are hereinafter omitted or amended as set forth in paragraphs (b) and (c) below. At least one copy of the Uniform Public Offense Code shall be marked or stamped “Official Copy as Adopted by Ordinance No. 21-3403” with all sections thereof intended to be omitted or amended clearly marked to show any such omission or amendment and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.
- (b) **Omissions.** Sections 6.16, 6.19, and 10.29 of the Uniform Public Offense Code are hereby omitted.
- (c) **Amendment.** The definition of “Smoking” in section (o) of the “Smoking; Definitions” paragraph of Section 1.1 of the Uniform Public Offense Code is hereby amended to read as follows:
 - (o) Smoking means possession of a lighted cigarette, cigar, pipe or burning tobacco in any other form or device designed for the use of tobacco, or possession and use of any electronic cigarette.

SECTION TWO. Existing Section 5-101 is hereby repealed.

SECTION THREE. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 21-3403 Summary

On September 13, 2021, the City Commission passed Ordinance No. 21-3403. The ordinance amends Chapter 5, Section 5-101 of the City Code of the City of Abilene, Kansas, by adopting and incorporating by reference the *Uniform Public Offense Code for Kansas Cities*, 37th Edition (2021) prepared and published in book form by the League of Kansas Municipalities, but omitting Sections 6.16, 6.19, and 10.29 thereof, and amending the definition of “Smoking” in section (o) of the “Smoking; Definitions” paragraph of Section 1.1 to include possession and use of any electronic cigarette. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City’s legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 13th day of September 2021.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 13th day of September 2021.

Aaron O. Martin, City Attorney

ORDINANCE NO. 21-3404

AN ORDINANCE AMENDING CHAPTER 5, SECTION 5-401 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY ADOPTING AND INCORPORATING BY REFERENCE THE *STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES*, 48th EDITION (2021); AND REPEALING EXISTING SECTION 5-401.

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

SECTION ONE. Section 5-401 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

5-401. Incorporating Standard Traffic Ordinance. The *Standard Traffic Ordinance for Kansas Cities*, 48th Edition (2021), published by the League of Kansas Municipalities, Topeka, Kansas (the “Standard Traffic Ordinance”), is adopted and incorporated by reference except such portions as are hereinafter amended. At least one copy of the Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by Ordinance No. 21-3404” with all sections thereof intended to be amended clearly marked to show any such amendments and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours.

SECTION TWO. Existing Section 5-401 is hereby repealed.

SECTION THREE. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 21-3404 Summary

On September 13, 2021, the City Commission passed Ordinance No. 21-3404. The ordinance amends Chapter 5, Section 5-401 of the City Code of the City of Abilene, Kansas, by adopting and incorporating by reference the *Standard Traffic Ordinance for Kansas Cities*, 48th Edition (2021) prepared and published in book form by the League of Kansas Municipalities. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City’s legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 13th day of September 2021.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 13th day of September 2021.

Aaron O. Martin, City Attorney



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/7/21 and 9/13/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Public Works

Lon

AGENDA ITEM HEADING:

Changes to land acquisition agreement for Well #23 property and Airport farmland lease agreement

BACKGROUND:

In early June we brought a proposal to the Commission for their consideration consisting of a long term lease agreement for the productive agricultural land owned by the City adjacent to the Municipal Airport as well as a proposal to deed three parcels of crop land along Mud Creek as compensation for the acquisition of the Well #23 site. The parcels were acquired by the City in 1957-58 for the purpose of flood control. As summer progressed, 1st American Title Company conducted title searches for the three parcels of "City owned" land and that search revealed that two of those parcels were deeded back to the families of, or to the original owners several years later.

City Manager Marsh and I conferred with City Attorney Martin and then met with Wilson Hay, Inc. to discuss and offer a possible method of compensation due to the new information. We are proposing, for Commission's consideration setting the annual airport farmland lease payment from Wilson Hay, Inc. to the City at a nominal annual cost with all other elements of the previous lease agreement in place.

FISCAL NOTE:

Current value of the farm lease is \$7,705 annually.
Proposed annual payment \$1 annually.

COMMISSION ACTION OPTIONS:

FARM LEASE AGREEMENT

This Farm Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2021 ("Effective Date"), by and between the City of Abilene, Kansas, a Kansas municipal corporation ("City") and Warren Wilson Hay, Inc., a Kansas corporation ("Tenant").

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

1. Leasehold Estate; Termination of Existing Lease. The City, in consideration of the rents, covenants, and agreements of Tenant stated in this Lease does hereby grant, lease, and rent to Tenant the tracts of real estate located adjacent to the Abilene Municipal Airport, in Dickinson County, Kansas, consisting of approximately one hundred twenty-seven (127) acres, as depicted in the attached Exhibit A, which is incorporated herein by reference, which shall be referred to in this Lease as the "Leased Property." The parties acknowledge and agree that this Lease shall supersede and replace the parties' existing Farm Lease Agreement, dated September 1, 2012, and any other outstanding lease agreements between the parties ("Existing Agreements"). By the parties' execution of this Lease, the Existing Agreements are terminated in their entirety, and shall be of no further force or effect, and neither party shall have any further obligations to the other pursuant to the Existing Agreement, other than obligations existing as of the date hereof.

2. Term of Lease. This Lease shall be for a term (the "Term") that commences upon the Effective Date and shall continue until the earlier of:

- (a) Termination of the Lease by Tenant, at any time, after no less than 60 days' advance written notice from Tenant to the City of Tenant's election to terminate the Lease, without cause;
- (b) Termination of the Lease by the City, following an event of default and Tenant's failure to cure the event of default after 30 days' advance written notice to do so from the City to Tenant, pursuant to Section 6;
- (c) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that the City has permanently stopped producing water from the municipal water well site situated on approximately 4.00 acres of land to the east of the Leased Property, which site was acquired by the City from Tenant on the Effective Date of this Lease; or
- (d) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that all or any portion of the Leased Property is required for a project involving the expansion or reconstruction of the Abilene Municipal Airport in a manner that conflicts with this Lease.

In the event of a termination pursuant to subsections (c) or (d) above, the City shall compensate Tenant for any crops that are growing on the date this Lease terminates. In the event of a termination pursuant to subsection (d) above during the first five (5) calendar years after the

Effective Date, the City shall compensate Tenant in an amount equal to the then-current, annual market rental rates for comparable agricultural properties in Dickinson County, Kansas and surrounding counties, multiplied by the number of years remaining (prorated, as necessary) prior to the expiration of five (5) calendar years after the Effective Date. The parties understand and agree that Tenant shall not be entitled to any additional compensation in connection with a termination pursuant to this Section. Tenant acknowledges that it is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination pursuant to this Section.

3. Rent. Tenant shall pay annual cash rent to the City in the amount of \$1.00 ("Rent"), which shall be due on or before December 31 of each year during the Term, commencing with the Rent payment due on or before December 31, 2022. The parties acknowledge and agree that the Rent amount was specifically negotiated and established by the parties in consideration of Tenant's separate agreement to sell and convey to the City, in connection with the City's development and construction of a water well site, an approximately 4.0-acre parcel of real estate and a related utility easement over and across Tenant's adjacent property, pursuant to a Real Estate Agreement between the parties of even date herewith.

4. City's Reserved Rights. The City reserves an aviation easement for the use and benefit of the public, for the unobstructed and unrestricted flight of aircraft in, through, and across the air space above the Leased Property at any altitude or height above the surface of the land. In addition, the City shall have a right of entry upon the Leased Property for the purpose of removing and preventing the construction or reception of any building, structures, or facilities, and the growth of any trees or other objects upon the land, other than those herein expressly reserved to Tenant.

5. Tenant's Duties. Tenant shall have the following duties under the Term of this Lease:

(a) Airport Restrictions. Because the Leased Property is situated adjacent to the City's municipal airport, Tenant agrees to, at all times, conform Tenant's farming activities to all rules, regulations, and safety measures required by the Federal Aviation Administration, the State of Kansas, and the City of Abilene, Kansas. This Lease shall be subordinate, in its entirety, to any agreements now or hereafter made between the City, as operator or owner of the airport, and the Federal Aviation Administration, or any other agency or instrumentality of the United States or the State of Kansas. Tenant expressly releases and agrees to hold harmless the City from and against any and all liability for any damage incurred by Tenant, its agents or employees, or any crops, as a result of the use of the Leased Property as a municipal airport.

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

(c) Planting Restrictions. Tenant shall be restricted to planting and raising low-growing varieties of crops in the critical areas between the runways and the runway ends. Attached hereto is a map showing the Abilene Municipal Airport layout and location marked Exhibit B, which is incorporated herein by reference, showing the location of the following described areas that shall be kept free from all crops:

(i) Two hundred feet (200') on either side of the centerline of Runway 17-35;

(ii) Four hundred feet (400') from all runway ends;

(iii) Sixty-six feet (66') on either side of the centerline of the taxiway; and

(iv) Thirty-two feet (32') from all apron edges.

(d) KSU Parachute Club. Tenant agrees to allow access to the Kansas State University Parachute Club on approximately seven (7) acres located in an area shown in Exhibit B as "Club Drop Zone." Tenant may plant crops within the area designated as the Club Drop Zone, except that neither the City nor the Kansas State University Parachute Club shall be liable for any damage to any crops resulting from normal club operations.

(e) No Assembly. Tenant agrees not to use or allow the Leased Property to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

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

(g) No Improvements. Tenant shall not erect or place, or permit to be erected or placed, on the Leased Property any structure, building, or object.

(h) No Livestock. Tenant shall not at any time permit any livestock to be grazed upon any portion of the Leased Property.

(i) No Sub-Lease or Assignment. Tenant shall not, without the prior written consent of City, have the right to sublet the Leased Property or any part thereof, or to assign this Lease, in whole or in part.

(j) No Hunting. Tenant shall not permit any hunting on the Leased Property.

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

7. Liens and Taxes. When the Leased Property is in Tenant's possession, Tenant shall keep it free and clear of all levies, liens, and encumbrances, other than those being contested which do not adversely threaten the City's title to the Leased Property. The City shall pay when due all fees, assessments, charges, and taxes of any kind that may now or hereafter be imposed upon ownership, leasing, or renting of the Leased Property.

8. City's Payment. If the City fails to pay such fees, assessments, charges, and taxes, as set forth herein, Tenant shall have the right, but shall not be obligated, to pay such fees, assessments, charges, and taxes, as the case may be. In that event, the City shall reimburse the Tenant for its expenses within 30 days after receiving notice of such payment from Tenant.

9. Indemnification. Tenant shall hold harmless and indemnify the City against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Leased Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Leased Property, or any failure of Tenant to comply with the terms of this Lease. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding.

10. Default by City. If the City remains in default of this Lease in any way 30 days after receipt of written notice thereof from Tenant to cure such default, the Tenant shall have the right to pursue any remedy at law or in equity available to it under the laws of the State of Kansas.

11. Expenses by City or Tenant. If either party is in default of this Lease, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Lease.

12. Ownership. The City holds fee simple title to the Leased Property. The Leased Property shall be bound by this Lease for the Term of this Lease, and any sale, gift, or transfer of the Leased Property, or any part thereof, shall be subject to this Lease.

13. Government and Agricultural Programs. The City agrees to cooperate with the Tenant in abiding by all terms and conditions of any governmental or agricultural programs which are now in effect or may be applicable during the Term of this Lease. The parties shall together determine which, if any, government programs in which to participate. Government payments shall, however, be distributed, in whole, to the Tenant.

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

15. Merger Clause. The parties intend these terms to be a complete, conclusive, and final expression of all the conditions of their agreement. No other promises, statements, warranties, agreements, or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto. Any amendment

to this Lease, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

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

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

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

19. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. This Lease shall be interpreted according to its fair meaning, and not in favor of or against any party.

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

{ Signature page follows }

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

TENANT:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

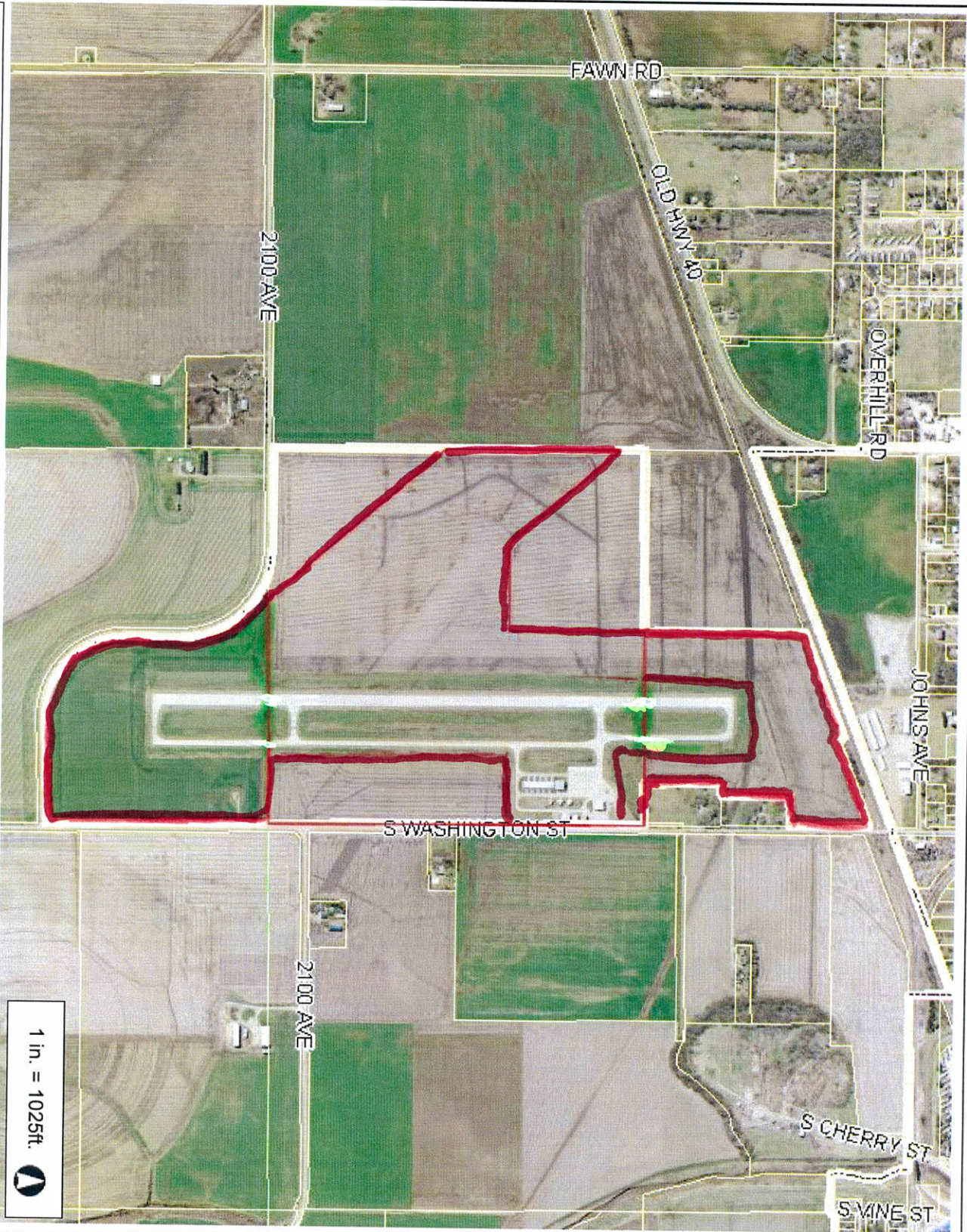
By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Shayla Mohr, City Clerk

EXHIBIT A
Depiction of Leased Property

Abilene, KS



1 in. = 1025ft.

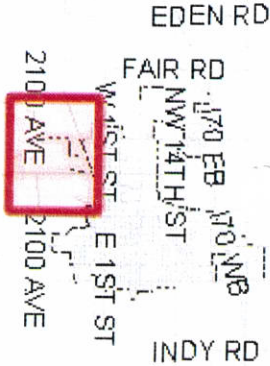


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- ☐ Parcel
- ☐ Roads
- ☐ Corporate Limit



Air port

OK

801 S. Washington

Notes

PIN 1142003001001000 Acreage
 1203223- KSPID
 021142003001001000
 PropID 0 QuickRefID RS215

EXHIBIT B
Depiction of Restricted Areas

LEGEND

- AVIATION USE
- AGRICULTURAL USE
- AGRICULTURAL USE*
- COMMERCIAL AND INDUSTRIAL
- RESIDENTIAL
- RPZ — RUNWAY PROTECTION ZONE
- RVZ — RUNWAY VISIBILITY ZONE
- BRL — BUILDING RESTRICTION LINE
- XPRL — EXISTING PROPERTY LINE
- XESEMT — EXISTING EASEMENT
- CROP RESTRICTION LINE
- * AERONAUTICAL LAND WITHIN AIRPORT PROPERTY USED FOR REVENUE GENERATION

AGRICULTURAL MINIMUM DISTANCE FROM RUNWAY, TAXIWAY, AND APRON AREAS

RUNWAY	RUNWAY AIRPORT REFERENCE CODE (ARC)	RUNWAY APPROACH PROCEDURES	RUNWAY		TAXIWAY
			DISTANCE IN FEET FROM RUNWAY CENTERLINE TO CROP	DISTANCE IN FEET FROM RUNWAY END TO CROP	DISTANCE IN FEET FROM CENTERLINE OF TAXIWAY TO CROP
PRIMARY 17/35	B-I	NP > 3/4 MILE	200	300	45



 MAGNETIC DECLINATION N31°

 CHANGES 0.5 W PER 1°

 DRAWING IS AN INTENDED SIZE

 WHICH MAY BECOME MEASURED

 HORIZONTAL SCALE: 1" = 300'

2100 AVE

AWOS PROTECTION
SURFACE

WASHINGTON STREET

RUNWAY 17-35

2100 AVE

SW JOHNS AVE

NW 2ND STREET

UNION PACIFIC RAILROAD

AIRPORT LAND USE

(EXISTING)

Scale: 1" = 300' (Full Size)



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/7/21
9/13/21

Originating Department

Admin

Prepared By:

Ron Marsh – City Manager

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Consider CID petition for Family Dollar

BACKGROUND:

Guffey Properties, LLC (Family Dollar) has submitted a petition to establish a Community Improvement District for their property in the American Division, 1709 Buckeye Ave.

The first step in considering the petition is to direct staff to move forward. The City Attorney has prepared a draft resolution calling the public hearing for your review. This will be on the September 13, 2021 City Commission agenda.

Included in your packet is a copy of the petition, the draft resolution, draft funding agreement and the timeline for the CID process.

City Attorney Aaron Martin will be available to answer any questions.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Review and direct staff

**PETITION FOR COMMUNITY IMPROVEMENT DISTRICT (CID)
AMERICAN ADDITION**

(Address: 1709 Buckeye Avenue, Abilene, Kansas 67410)

To: The City of Abilene, Kansas (the "City")

Guffey Properties, LLC, a limited liability company (the "**Petitioner**") is the owner of record of certain real property legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Petitioner Property**"). Petitioner desires the City establish a Community Improvement District ("**CID**") over the Petitioner Property, generally described in **Section 1.a.** herein and authorize the proposed CID project described herein.

The Petitioner owns in fee simple more than 55% of the land area within the proposed CID and more than 55% of the land measured by assessed value of the land area within the proposed CID. As such, Petitioner hereby requests that the City establish a CID over the Petitioner Property and authorize the proposed CID project described in **Section 2** herein (hereinafter defined as the "**Project**") in the manner provided by K.S.A. 12-6a26 *et seq.* (the "**CID Act**") for the purpose of financing, in part, the CID Reimbursable Costs (hereinafter defined) associated with the Project.

The Petition states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

- a The area proposed to be included in the community improvement district (the "**District**") includes the approximately 1.5 acres legally described on **Exhibit A** (the "**CID Property**").
- b A general map depiction of the proposed District is attached hereto as **Exhibit B** and incorporated herein by reference.
- c The name of the proposed District is the "American Addition Community Improvement District."

2. GENERAL NATURE OF THE PROJECT

The general nature of the CID Project consists of the construction of a single tenant, 10,500 square foot retail facility and access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure on the Petitioner Property. The Petitioner is requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as site preparation and development, construction of buildings and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and any other items or uses associated with the CID Project as authorized by the Act. The CID Eligible Costs are described on

Exhibit C attached hereto and incorporated herein by reference. The Project improvements proposed to be financed, in part, with CID financing consist of any and all improvements associated with the Project, the costs of which are eligible for reimbursement under the CID Act subject to any limitations set forth in the CID Act or in the City's CID Policy (the "**CID Reimbursable Costs**"). The CID Reimbursable Costs are generally described on **Exhibit C**.

3. ESTIMATED COST OF THE PROJECT

The estimated total cost of the proposed Project is approximately \$1.6 million.

4. PROPOSED METHOD OF FINANCING

The Project is proposed to be financed initially through a combination of private equity, private debt and Pay-as-you-go financing, as defined in the CID Act. Petitioner will be reimbursed for CID Reimbursable Costs from a CID sales tax generated solely from the Project constructed on the CID Property and such reimbursement shall be made in accordance with the provisions set forth in an approved CID Development Agreement (the "**Development Agreement**") to be entered into between the City and Petitioner.

5. PROPOSED AMOUNT AND METHOD OF ASSESSMENT

No special assessments shall be levied for the District.

6. PROPOSED AMOUNT OF CID SALES TAX

The proposed amount of the community improvement district sales tax to be levied over the District (the "**CID Sales Tax**") is:

two percent (2.0%)

The CID Sales Tax shall be levied for 22 years from the date the State Director of Taxation begins collecting the CID Sales Tax, or such lesser number of years as may be required to produce the revenues sufficient for the payment of the maximum CID Reimbursable Costs identified in **Exhibit C**. Petitioner requests the City notify the Kansas Department of Revenue to commence collection of the CID Sales Tax on within 30 days after a certificate of occupancy is issued for the Project.

7. NOTICE TO SIGNERS

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS AFTER THE GOVERNING BODY BEGINS CONSIDERATION OF THIS PETITION, OR, LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF, WHICHEVER OCCURS FIRST.

8. ACKNOWLEDGEMENTS

- a Petitioner has received, read and understand the City's CID Policy and agree to comply therewith.

- b Approval of the proposed Project or this Petition does not eliminate compliance with all applicable zoning, planning, permit and other laws relating to development of the Petitioner Property within the District.
- c The estimated amount of eligible CID Project costs are anticipated to far exceed the aggregate maximum amount of CID Reimbursable Costs set forth in ***Exhibit C***; but based upon the anticipated amount of allowable CID Revenues to be generated over the CID Term, Petitioner is only requesting reimbursement of CID Reimbursable Costs in the aggregate maximum amount of \$525,000 over the CID Term.

[Remainder of Page Intentionally Left Blank. Signature Pages to follow]

Guffey Properties, LLC

By: 

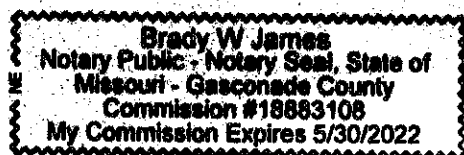
Name: Kevin Guffey, Manager

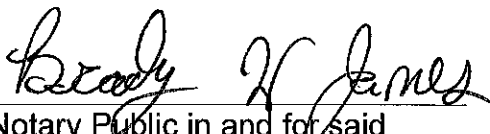
VERIFICATION

STATE OF Missouri)
)ss.
COUNTY OF Marion)

The foregoing Petition was acknowledged before me this 11th day of June, 2021, by Kevin Guffey on behalf of Guffey Properties, LLC, a limited liability company, and acknowledges he has authority to execute the Petition and said instrument is executed as the free act and deed of said entity.

(Seal)




Notary Public in and for said
County and State

My Commission Expires: 5/30/2022

----- **For Office Use Only** -----

This Petition was filed in the office of the Abilene City Clerk this ____ day of _____, 2021

By: _____
Abilene City Clerk

EXHIBIT A

Legal Description of District

Lot 1, AMERICAN ADDITION, a subdivision in the City of Abilene, Dickinson County, Kansas.

Depiction of District

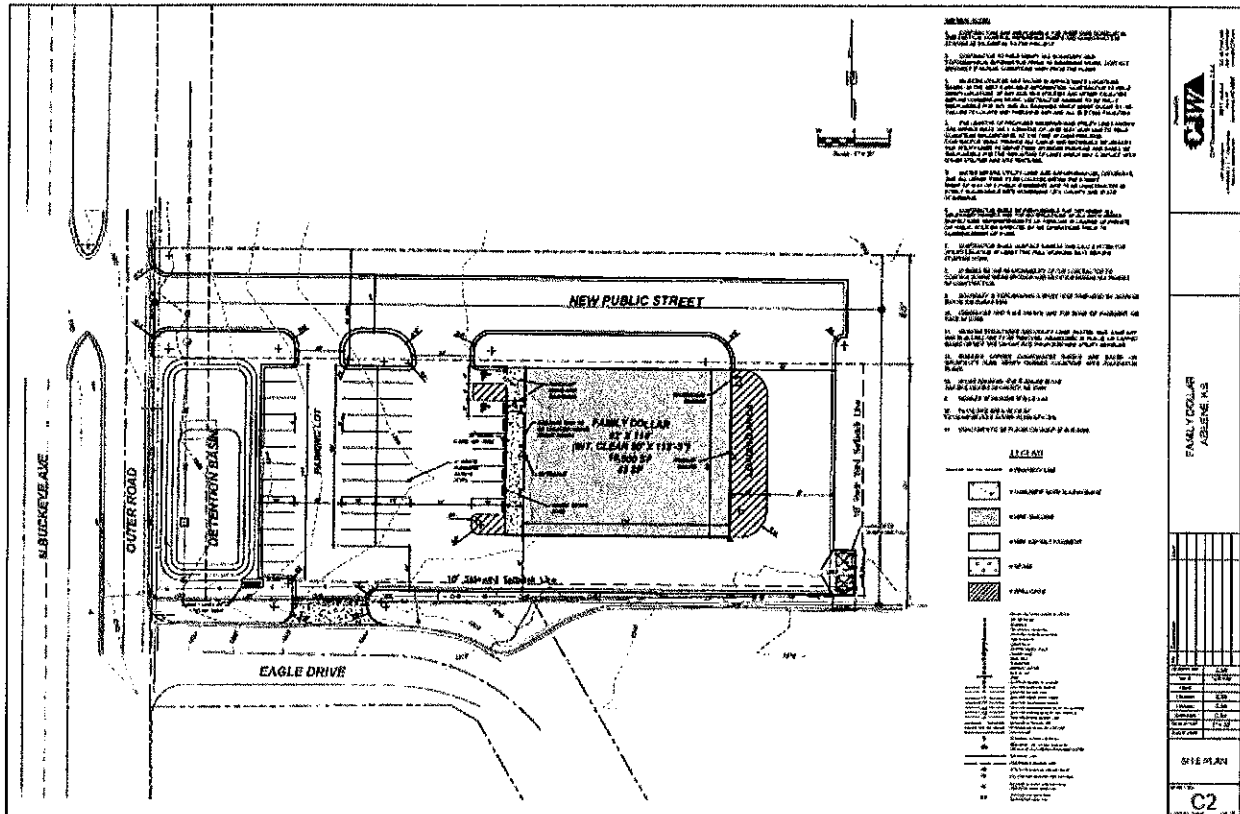


EXHIBIT C

CID ELIGIBLE COSTS

Description of Cost Item	Estimated Cost	Estimated Cost CID
Land Acquisition	\$150,000	\$ 150,000
Vertical building, structure and facility improvements,	\$650,000	\$ 650,000
Site work, including but not limited to grading, storm and sanitary sewers, drainage systems, utilities and similar site preparation improvements	\$85,000	\$ 85,000
Landscaping and irrigation	\$10,000	\$ 10,000
Streetscape, including lighting, street furniture, trash receptacles, walls, and other associated costs		\$
Streets, sidewalks and associated costs and the costs of financing the same.	\$487,500	\$ 487,500
Sculptures, fountains and other cultural amenities		\$
Constructing and operating parking lots and parking structures	\$125,000	\$ 125,000
Engineering and other professional consultant fees, including commissions however excluding attorney's fees	\$77,500	\$ 77,500
Signage	\$15,000	\$ 15,000
Tenant Improvement Costs, including FF&E		\$
Security personnel, equipment and facilities within the CID		\$
Public transportation shelters, facilities and informational kiosks		\$
Providing or contracting for the cleaning, maintenance and other services to public or private property within the CID		\$
Marketing, sales and promotion of tourism and other special events within the CID including but not limited to advertising, decoration of public places, promotion of the events and furnishing music in any public place		\$
Marketing and supporting business activity, development and recruitment of developers and businesses		\$
Ongoing ordinary and necessary maintenance and operational costs as authorized by the CID Act		\$

Estimated Amount of CID Eligible Costs	\$1,600,000	\$1,600,000
MAXIMUM AGGREGATE CID REIMBURSABLE COSTS REQUESTED		\$525,000

CITY OF ABILENE, KANSAS
COMMUNITY DEVELOPMENT DISTRICT PROCEDURES
AMERICAN ADDITION COMMUNITY IMPROVEMENT DISTRICT
(GUFFEY PROPERTIES, LLC)

TENTATIVE CALENDAR OF EVENTS

Date	Description
09/07/21	City Commission study session to determine consensus to move forward with CID process and review proposed resolution regarding public hearing and proposed funding agreement
09/07/21 through completion	City begin drafting development agreement; negotiation of development agreement with Developer
09/13/21	City Commission adopts resolution to set public hearing date and give notice of the public hearing to consider CID petition (<i>published once a week for 2 consecutive weeks – 2nd publication at least 7 days before public hearing</i>); and Developer enters into Funding Agreement in form attached to City policy
09/14/21	Send resolution to paper for publication
09/17/21	First publication of resolution/notice of public hearing
09/17/21	Mail copy of resolution/notice of public hearing to all property owners in CID district – <i>Certified Mail at least 10 days before public hearing date</i>
09/24/21	Second publication of resolution/notice of hearing, <i>must be at least 7 days before public hearing</i>
10/11/21	City Commission conducts public hearing on creation of CID; City Commission adopts ordinance creating the CID, authorizing and approving the project, authorizing the CID sale tax and creating specific CID sales tax fund with City, and approving the development agreement

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS GIVING NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING THE AMERICAN ADDITION COMMUNITY IMPROVEMENT DISTRICT IN THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.* (“the Act”) the City of Abilene, Kansas (the “City”) is authorized to create a community improvement district (“CID”) within its jurisdiction to fund all or a portion of the cost of a “Project” as defined and authorized under the Act; and

WHEREAS, the Act further authorizes the City to impose a sales tax within the community improvement district 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 act, and amendments thereto, in any increment permitted by the Act, and to pledge the revenue received from such tax to pay for the Project or reimburse the cost of the Project as “pay-as-you-go financing” (as defined in the Act); and

WHEREAS, Guffey Properties, LLC, a Kansas limited liability company, has filed a petition (the “Petition”) with the City on [REDACTED], 2021, proposing (i) the creation of a community improvement district under the Act for assisting in financing the development of a new 10,500 square foot retail facility and related improvements in the City (the “District”), (ii) the construction of the Project as more particularly described in the Petition and this Resolution, and (iii) the imposition of a community improvement district sales tax within the District in the amount of two percent (2.0%) to pay a portion of the costs of the Project; and

WHEREAS, the Petition is signed by the owners of record of 100% of the land area within the proposed District, and by owners collectively owning more 100% by assessed value of the land area within the proposed District (the “Developer”); and

WHEREAS, the Act provides that before creating any community improvement district, the governing body of the City shall by resolution direct and order and give notice of a public hearing on the advisability of creating a community improvement district, the construction of the proposed Project and the intent of the City to levy a community improvement district sales tax.

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

SECTION 1. Public Hearing. Notice is given that a public hearing will be held before the City Commission on October 11, 2021, at 4:00 p.m., or as soon thereafter as the matter can be heard, in the City Commission meeting room located in City Library at 209 NW 4th Street, Abilene, Kansas, to consider the advisability of: (i) the City’s creation of the proposed Community Improvement District; (ii) the Project described in the Petition; and (iii) the imposition of a community improvement district sales tax in the District in an amount not to exceed two percent (2.0%),

SECTION 2. Project. The general description of the proposed Project to be constructed within the District is: the construction of a new 10,500 square foot retail facility and access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure in the District. The Petitioner is requesting that revenues generated from a community improvement district sales tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as site preparation and development; construction of buildings and tenant finish improvements, including FF&E; construction of infrastructure and surface parking; ongoing operation and maintenance costs and any other items or uses associated with the CID Project as authorized by the Act.

SECTION 3. Project Costs; Estimates. The estimated total cost of the proposed Project is approximately \$1,600,000.00. Developer is requesting reimbursement of eligible Project costs in the aggregate maximum amount of \$525,000.00.

SECTION 4. Financing; District Only Sales Tax. The Project within the District is proposed to be financed in part, on a pay-as-you-go basis, from revenues received from the levy and collection of a two percent (2.0%) community improvement district sales tax on the sale of tangible personal property sold at retail or on rendering or furnishing of services taxable pursuant to the Kansas retailers' sales tax statutes, only within the proposed District. The entire Project will be financed from a combination of the community improvement district sales tax revenues, private equity and private debt.

SECTION 5. Description of District. The legal description and a map of the proposed District is attached as **Exhibit A**.

SECTION 6. Effective Date; Publication and Mailed Notice. This resolution shall be effective upon and after its adoption by the governing body. The City Clerk is authorized and directed to give notice of the public hearing by publishing this resolution once a week for two consecutive weeks in the official City newspaper with the second publication occurring at least seven (7) days before the public hearing date. The City Clerk is also authorized and directed to mail a copy of this resolution to all property owners within the proposed District, by certified mail, at least ten (10) days before the public hearing.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 13th day of September, 2021.

Brandon Rein, Mayor

ATTEST:

Penny L. Soukup, CMC, City Clerk

EXHIBIT A

Lot 1, AMERICAN ADDITION, a subdivision in the City of Abilene, Dickinson County,
Kansas

(Insert map of proposed Community Improvement District)

**CITY OF ABILENE, KANSAS
CID FUNDING AGREEMENT
(American Addition CID Project)**

This FUNDING AGREEMENT (the “Agreement”) is entered into on September 13, 2021, between Guffey Properties, LLC, a Missouri limited liability company (the “Applicant”), and the City of Abilene, Kansas (the “City”).

RECITALS

A. The City is a municipal corporation duly organized and existing under the laws of the State of Kansas and authorized by the Community Improvement District Act (the “Act”), K.S.A. 12-6a26 through K.S.A 12-6a36, inclusive, to provide Community Improvement District (“CID”) financing for certain qualified projects upon compliance with the procedures set forth in the Act.

B. The Applicant is a limited liability company formed in the state of Missouri and registered to do business in the state of Kansas.

C. Applicant has submitted a petition requesting the City consider creating a community improvement district (CID), as defined in the Act, and, if approved, to implement and administer the CID through its completion.

D. To address Applicant’s requests and create and administer the CID, the City must retain outside administrative and professional staff, outside counsel and consultants, and incur expenses, but requires a source of funds to pay such staff, counsel, consultants and expenses.

E. For the City to fully consider and evaluate the CID petition, the creation of the CID and related matters, the Applicant has agreed to deposit funds with the City to be used by the City to fund its out-of-pocket expenses necessary to perform a full evaluation of the CID petition and engage consultants as necessary for such evaluation and, if approved, creation of the CID.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

SECTION ONE. CID Application.

By execution of this Agreement and submission of a petition as required by the Act, the Applicant is applying to the City for the establishment of a CID. The Applicant agrees, represents and warrants that any information provided to the City in connection with the CID shall be accurate and complete to the best knowledge of the manager or member of the Applicant providing such information.

SECTION TWO. Services to be performed by the City.

The City shall retain outside administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to:

- a. Consider the establishment of a CID in accordance with the provisions of the Act, prepare an independent feasibility study and market study on behalf of the City, if required, give all notices, make all publications, hold all hearings as required by the Act, prepare the required resolution, ordinance, development agreement, and other necessary documents to establish and administer the CID;
- b. If the Governing Body establishes the CID, negotiate and enter into a definitive agreement or agreements between the City and the Applicant for implementation of the CID (“Development Agreement”); and
- c. If a Development Agreement is entered into, provide the necessary staff, legal, financial and planning assistance to administer the agreement and the CID until such agreement is terminated under its terms.

SECTION THREE. Payment by Applicant.

The Applicant shall pay the City for its fees and expenses; the time of its outside administrative and professional staff, attorneys and consultants, as the City may from time to time deem appropriate; all charges for the City’s outside counsel and consultants; and all other expenses incurred by the City in providing the services set forth in Section 2 (the “Charges”), subject to the following conditions:

- a. In order to ensure the prompt and timely payment of the Charges, the Applicant shall establish a fund in the amount of \$7,500 (the “Fund”) by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Thereafter, the City shall pay or reimburse all Charges from moneys on deposit in the Fund and shall provide a statement thereof to the Applicant on a monthly basis which statement shall provide the amount expended from the Fund, the purpose of the expenditure, the date of the expenditure and the recipient of the money. If, in the judgment of the City’s Finance Director, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred, the Applicant shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City’s Finance Director is required to provide sufficient funds to pay the projected Charges. Such additional deposit shall be made within 7 days of the receipt of the Applicant of notification by the City’s Finance Director of the amount required.
- b. Following the establishment of the CID, the Applicant will pay the City Administrative Fee as set forth in the City’s Community Improvement District

Policy and as provided in the Development Agreement, which shall not exceed 2.0% of all CID sales tax revenue deposited into the City's CID sales tax fund.

- c. All statements submitted to the City for Charges from its outside counsel or consultants shall be payable or reimbursable within 30 days of receipt thereof from moneys on deposit in the Fund. If sufficient amounts are not on deposit in the Fund to pay such Charges, the City shall be relieved of its obligations hereunder and no further services or activity will be performed by the City to further the proposed CID until an amount sufficient to pay such Charges, plus an amount sufficient to satisfy any further deposit request made by the City's Finance Director for projected Charges, is made. All unpaid balances on statements submitted to the City for Charges shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

SECTION FOUR. Termination.

- A. The City may terminate this Agreement upon 10 days written notice in the event the Applicant fails to make any payments when due.
- B. The Applicant may terminate this Agreement in the event it determines not to proceed further to complete the CID upon written notice to the City thereof.
- C. This Agreement shall automatically terminate 60 days after publication of the City's ordinance creating the CID and levying the CID sales tax.
- D. Upon termination of this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement at the time of termination, and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within 30 days of such termination. Applicant shall pay any additional Charges within 30 days of receipt of a statement from the City of the balance required to pay such Charges.

SECTION FIVE. No Obligation to Proceed with the Community Improvement District.

The Applicant acknowledges that the City is not obligated by the execution of this Agreement to establish or approve a CID and is subject to the sole discretion of the Governing Body of the City and the requirements of the Act.

SECTION SIX. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Abilene
Attn: Shayla Mohr, City Clerk
P.O. Box 519
Abilene, Kansas 67410

To the Applicant:

Guffey Properties, LLC
Attn: Kevin Guffey, Manager
305 E. McCarty St., Suite 300
Jefferson City, MO 65559

Each party may specify that notice be addressed to any other person or address by giving to the other party ten days prior written notice thereof.

SECTION SEVEN. Scope of Agreement.

This Agreement pertains to the financing request by the Applicant pursuant to the CID Act and does not apply to any other financing which may be requested of the City by the Applicant.

SECTION EIGHT. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Kansas.

SECTION NINE. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF ABILENE, KANSAS

By _____
Brandon Rein, Mayor

ATTEST:

By _____
Shayla L. Mohr, City Clerk

GUFFEY PROPERTIES, LLC

By: _____
Kevin Guffey, Manager