



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
September 13, 2021 - 4:00 pm

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

1. Call to Order
2. Roll Call: _____ Rein _____ Marshall _____ Ostermann _____ Shafer _____ Witt
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 September 13, 2021, City Commission Meeting
5. Meeting Minutes: August 23, 2021, Regular Meeting
6. Approval of Cereal Malt Beverage Licenses for Dollar General-409 N. Buckeye and Family Dollar – 1709 N. Buckeye

Public Comments and Communications

7. Constitution Week Proclamation
8. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

9. Designation of League Voting Delegates
10. Fall You Haul
11. Consider 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.**
12. Consider 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.**
- 13 Consider revised Land Lease Agreement and Farm Lease Agreement with Warren Wilson Hay, Inc. regarding the development of Well #23.
14. Consider Resolution 091321-1 **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.**



Reports

15. City Manager's Reports

Adjournment

16. Consideration of a motion to adjourn the September 13, 2021, City Commission meeting.

Future Meeting Reminders:

- City Commission Study Session, September 20th at 4 p.m.
- City Commission meeting, September 27th at 4 p.m.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
August 23, 2021 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners Marshall, Ostermann, Shafer and Witt.

Staff Present: City Manager Marsh, Human Resources Director/City Clerk Mohr, Finance Director Rothchild, City Attorney Martin, Convention and Visitors Bureau Director Roller-Weeks, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Zoning Administrator Zook and Public Works Director Schrader.

3. Pledge of Allegiance

Consent Agenda

4. Agenda Approval for the August 23, 2021, City Commission Meeting

5. Meeting minutes: August 9, 2021, Regular Meeting

Motion by Commission Marshall, seconded by Commissioner Ostermann to approve the Consent Agenda as presented. Roll call vote: Marshall YES, Ostermann YES, Shafer YES, Witt Yes, Rein YES. Motion carried unanimously 5-0.

Public Comments and Communications

6. Persons who wish to address the City Commission may do so when called upon by the Mayor.

There were no public comments or communications.

Public Hearings

7. Public Hearing for the purpose of hearing and answering objections of taxpayers relating to Revenue Neutral Rate and proposed tax rate, as required by 2021 Kansas Senate Bill 13.

Mayor Rein opened the public hearing at 4:02 p.m.

City Manager Marsh presented information regarding for the Revenue Neutral Rate.

Mayor Rein closed the public hearing at 4:03 p.m.

8. Public Hearing for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax for the proposed 2022 Budget.

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

Finance Director Rothchild presented a summary of the proposed 2022 Budget.

Mayor Rein closed the public hearing at 4:06 p.m.

Old and New Business

9. Consider Ordinance No. 21-3402, AN ORDINANCE ADOPTING AND APPROPRIATING THE 2022 ANNUAL BUDGET OF THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve Ordinance No. 21-3402 **AN ORDINANCE ADOPTING AND APPROPRIATING THE 2022 ANNUAL BUDGET OF THE CITY OF ABILENE, KANSAS.** Roll call vote: Ostermann YES, Shafer YES, Witt YES, Rein Yes, Marshall YES. Motion carried unanimously 5-0.

10. Consider Resolution No. 082321-1, A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET.

City Manager Marsh explained this resolution allows an adjustment to the 2022 pay plan to stay in line with the comparable labor market. This pay plan adjustment was included in the 2022 Budget.

Motion by Commissioner Marshall, seconded by Commissioner Ostermann to approve Resolution No. 082321-1, **A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY**

EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

11. Consider approval of an agreement with the Kansas Department of Transportation for the CCLIP Resurfacing Project of South Buckeye.

City Manager Marsh presented information regarding the KDOT CCLIP Project on South Buckeye.

Motion by Commissioner Witt, seconded by Commissioner Marshall to approve the agreement with the Kansas Department of Transportation for the CCLIP Resurfacing Project on South Buckeye. Roll call vote: Witt YES, Rein YES, Marshall YES, Ostermann YES, Shafer YES. Motion carried unanimously 5-0.

12. Consider Ordinance No. 21-3401, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A DWELLING ON THE FIRST FLOOR OF THE PROPERTY DESCRIBED AS 203 N. CEDAR ST., ABILENE, KANSAS, IN THE C-4 CENTRAL BUSINESS DISTRICT.

Barry Arp, owner of 203 N. Cedar St. spoke regarding his plans for the building.

After discussion, City Commissioners amended the ordinance to limit the conditional use permit to one year, expiring August 31, 2022. Per City Code 26-202, amending the ordinance as such requires a super majority approval.

Motion by Commissioner Marshall, seconded by Commissioner Witt to approve Ordinance No. 21-3401 **AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A DWELLING ON THE FIRST FLOOR OF THE PROPERTY DESCRIBED AS 203 N. CEDAR ST., ABILENE, KANSAS, IN THE C-4 CENTRAL BUSINESS DISTRICT, the conditional use permit will expire on August 31, 2022.** Roll call vote: Marshall YES, Ostermann NO, Shafer YES, Witt YES, Rein YES. Motion carried 4-1.

Reports

13. City Manager reports

The Recreation Commission budget hearing is today at 5:30 p.m.

The Fire and Police Departments will be coordinating training opportunities at the house on the land donated to the City at the airport.

The Public Works Department has been working extensively at the 1st Street bridge to rebury a water line that had become exposed due to erosion and filling in and stop erosion under one of the bridge piers.

This past June, we entered into an agreement with an Amish group to tear down a wood-framed structure on City property next to the Public Works yard. The structure was part of the Webb Home Center.

Unfortunately, we were not aware the structure was a contributing structure to the downtown historic district. This happened because City owned property doesn't normally obtain permits, which prompts staff that it was part of the district. That oversight has been corrected and we will run all projects on City owned property through the permit process prior to beginning work in the future.

KDOT Cost Share Program has opened applications for projects. We will be working to obtain letters of support for the NW 14th Street Project for submittal with our application.

The September 6th Study Session will be moved to Tuesday, September 7th due to the Labor Day Holiday.

Adjournment

15. Consideration of a motion to adjourn the August 23, 2021, City Commission meeting.

Motion by Commissioner Witt, seconded by Commissioner Marshall to adjourn at 4:31 p.m. Roll call vote: Ostermann YES, Shafer YES, Witt YES, Rein YES, Marshall YES. Motion carried unanimously 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
City Clerk



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	Position	Date of Birth
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No single person owns 25% or more of stock.

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

DATE

6/18/21

FOR CITY/COUNTY OFFICE USE ONLY:

☒ License Fee Received Amount \$ 50⁰⁰ 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

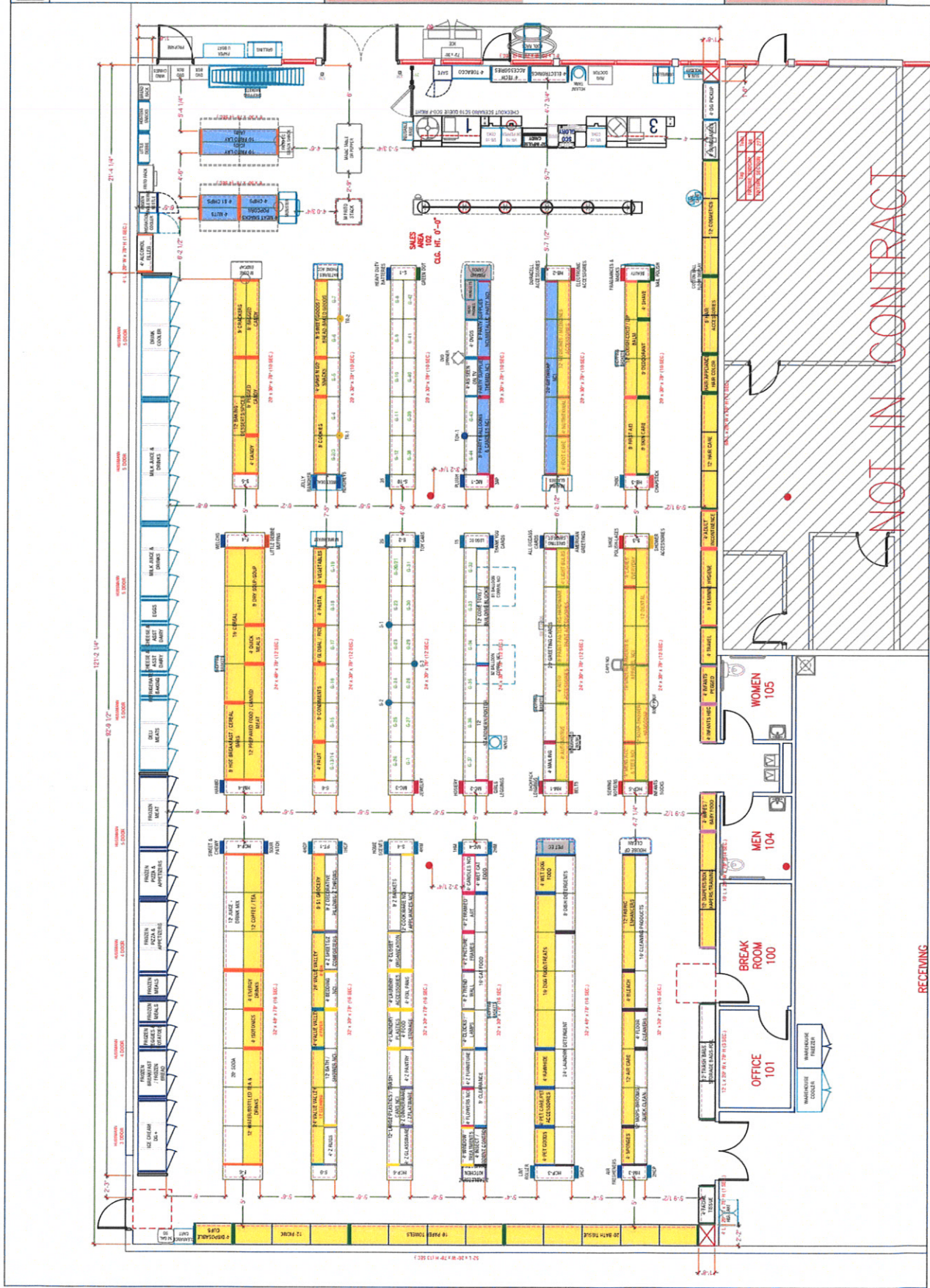
ADDRESS 409 N BUCKEYE AVENUE

CITY ABILENE

STATE KS

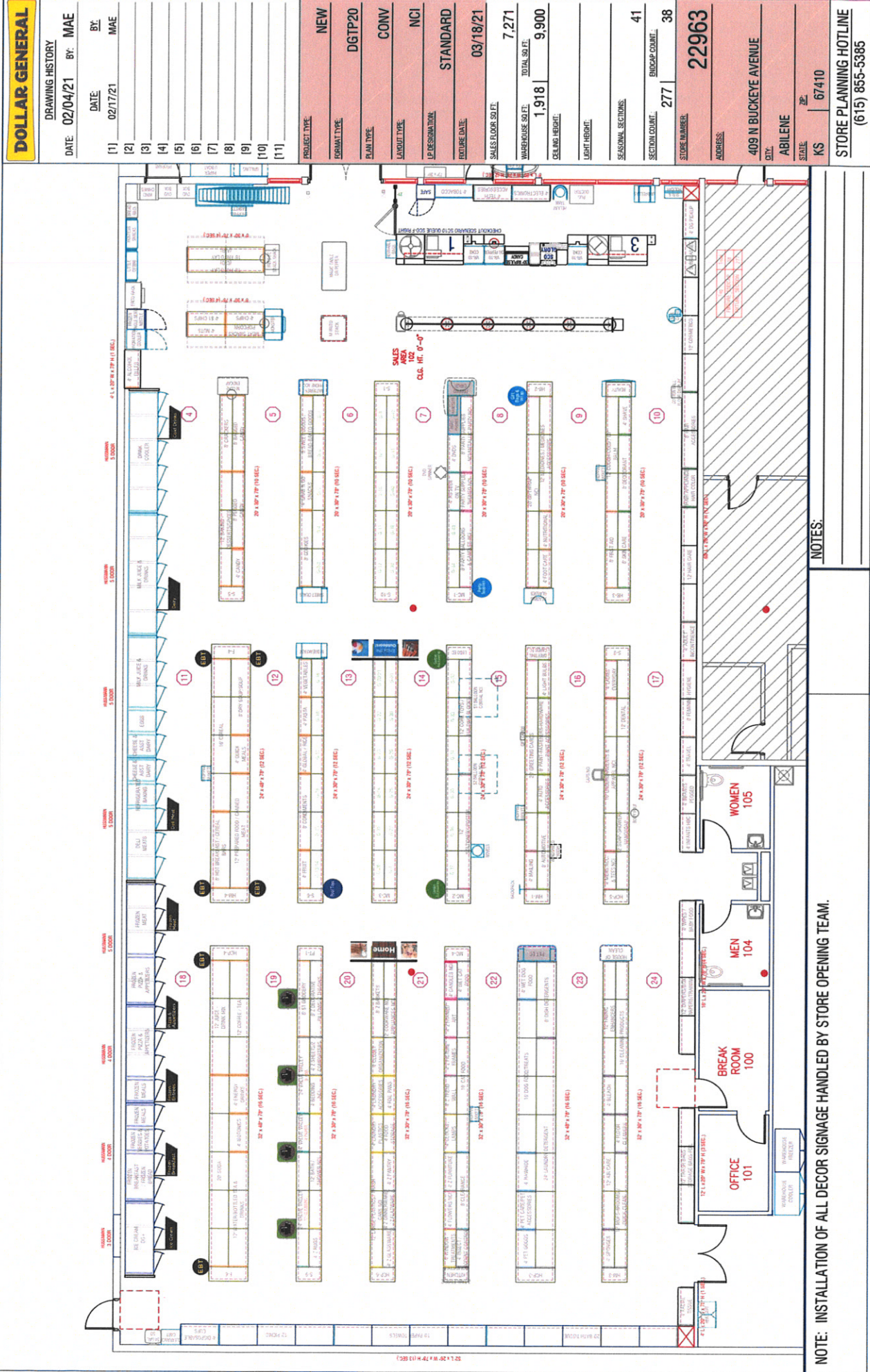
ZIP 67410

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

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

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

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
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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: _____

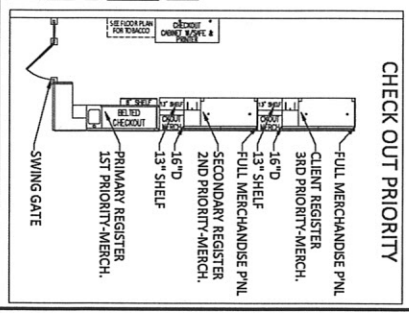
A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR MONTHLY REPORT (ABC-307) TO THE ALCOHOLIC BEVERAGE CONTROL, 109 SW 9TH ST, 5TH FLOOR, PO BOX 3506, TOPEKA, KS 66601.

* 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)

NO KNEE WALL

SWING GATE





Proclamation

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Brandon Rein by virtue of the authority vested in me as Mayor of the City of Abilene, Kansas do hereby proclaim the week of September 17th through September 23rd as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Abilene, Kansas to be affixed this 13th day of September of the year of our Lord two thousand twenty-one.

(ATTEST)

Brandon Rein, Mayor

Shayla L. Mohr
City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/13/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Ron Marsh

AGENDA ITEM HEADING:

Approve voting delegates for the LKM Annual Business Meeting & Convention of Voting Delegates

BACKGROUND:

Each year during the League of Kansas Municipalities annual conference, the League hold their Annual Business Meeting & Convention of Voting Delegates. This year the meeting is Monday, October 11 at 11:45am – 12:50pm.

Article 2, Section 2 of the **League Bylaws** states “When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified.”

Based on population, Abilene is allowed 2 primary votes and 2 alternates (in the event a primary is unable to be in attendance). Those attending the conference are Brandon Rein, Chris Osterman and myself. I recommend the City Commission approve Brandon and Chris as the two primary votes and myself as an alternate.

FISCAL NOTE:

NA

COMMISSION ACTION:

Approve Brandon Rein and Chris Osterman as primary voting delegates and Ron Marsh as an alternate.



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:

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.

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 13th day of September, 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. Tenant's Right of First Refusal to Purchase. If the City shall receive a bona fide offer to purchase fee title to any portion of the Leased Property (excluding transfers related to a planned expansion or reorganization of the Abilene Municipal Airport) during the Term and the offer of purchase shall be satisfactory to the City, the City shall give Tenant the privilege of purchasing the same portion of the Leased Property at the same price and on the same terms of the offer so made. This privilege shall be given by a notice sent to Tenant, requiring Tenant to accept the offer in writing and to sign a suitable contract to purchase the same portion of the Leased Property within the period of thirty (30) days after the mailing of the notice. The failure of Tenant to accept the offer to purchase or to sign a contract within the period provided shall nullify and void the privilege to Tenant, and the City shall be at liberty to sell the same portion of the Leased Property to any other person or entity.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

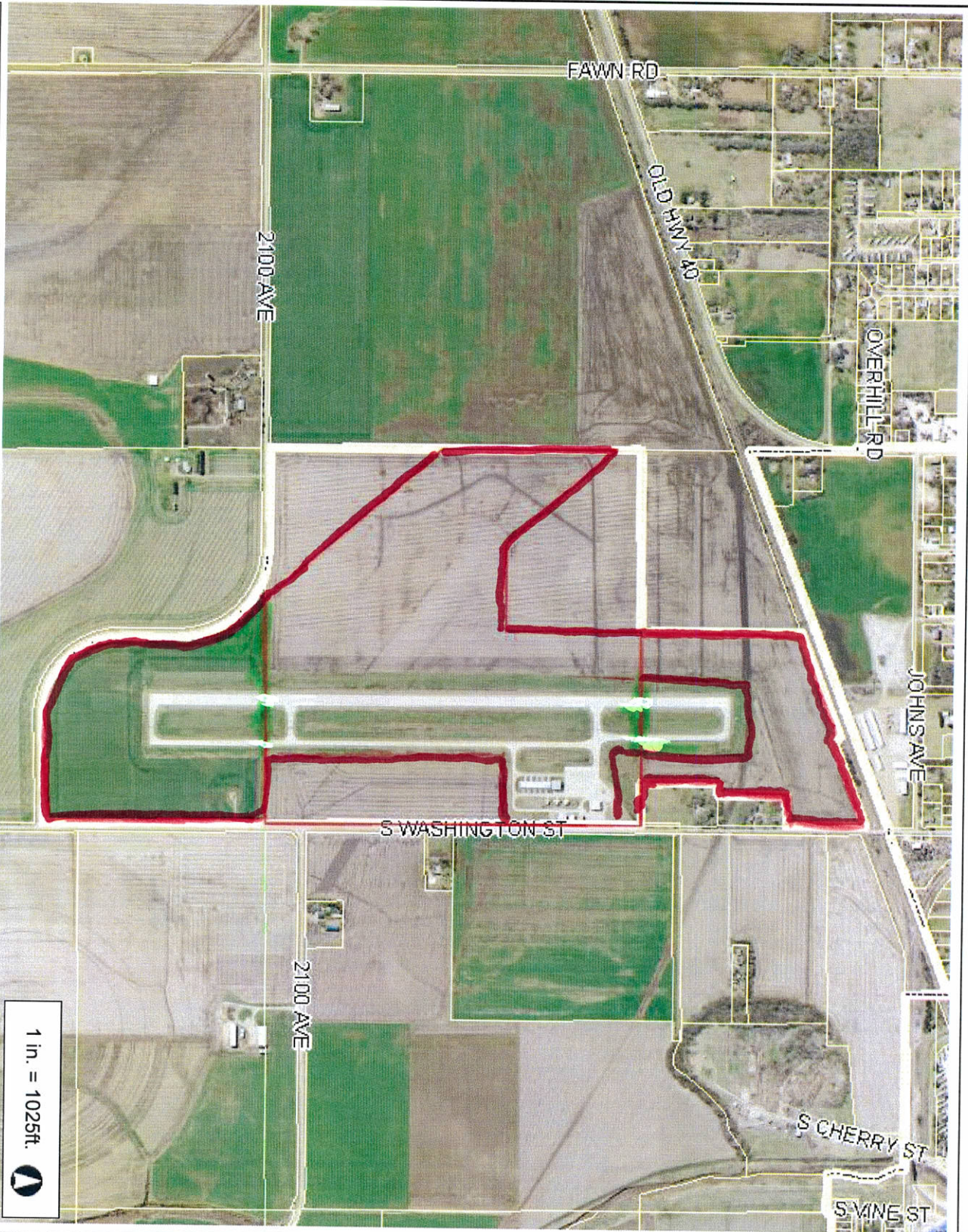
By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Shayla L.Mohr, City Clerk

EXHIBIT A
Depiction of Leased Property

Abilene, KS



1 in. = 1025ft.

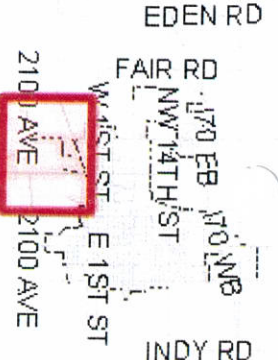


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- ☐ Parcel
- ☐ Roads
- ☐ Corporate Limit



Airport

OK

801 S. Washington

Notes

PIN 1142003001001000 Acreage
 1203823- KSPID
 021142003001001000
 PropID 0 QuickRefID RS215

EXHIBIT B
Depiction of Restricted Areas

LEGEND

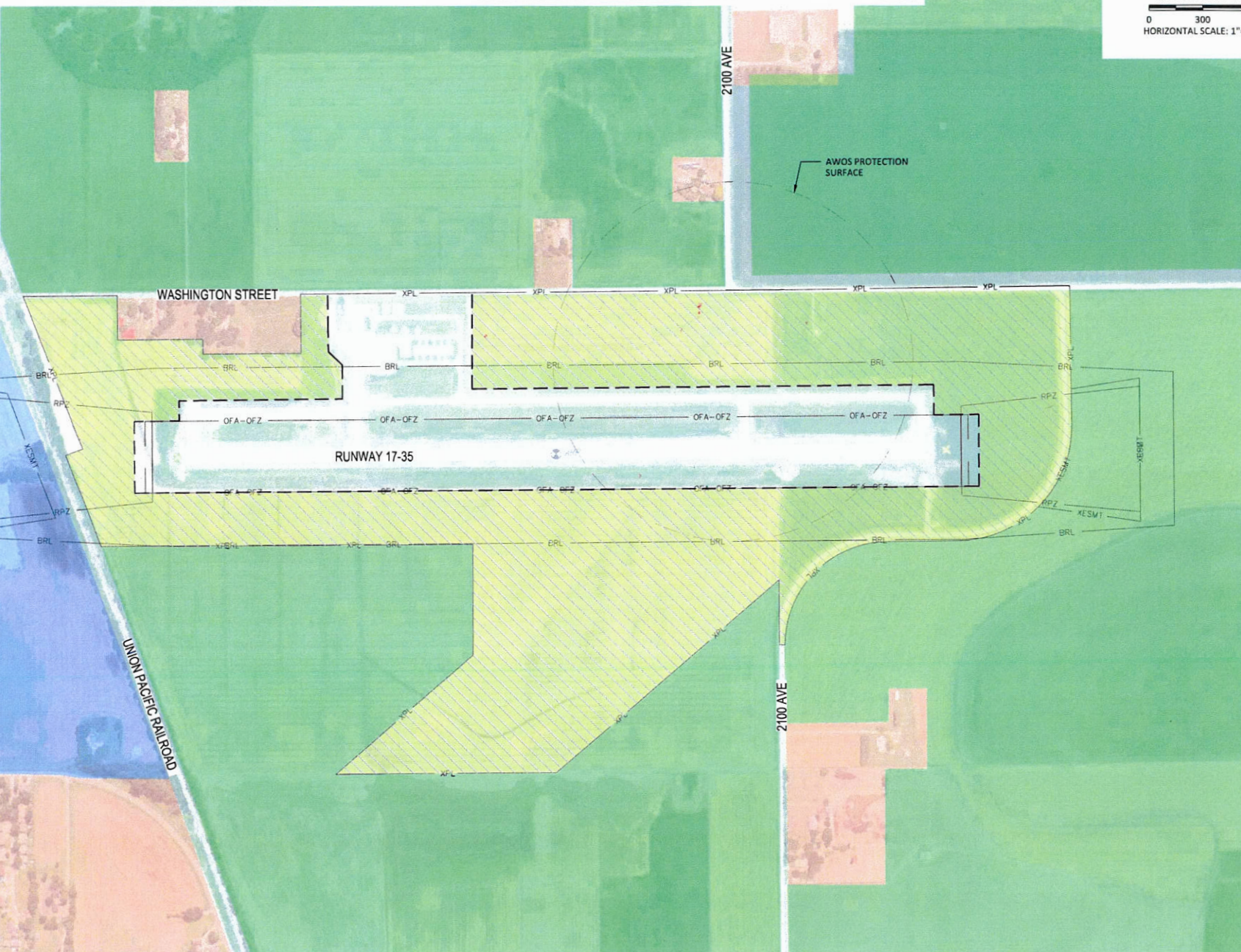
- AVIATION USE
- AGRICULTURAL USE
- AGRICULTURAL USE*
- COMMERCIAL AND INDUSTRIAL
- RESIDENTIAL
- RPZ — RUNWAY PROTECTION ZONE
- RVZ — RUNWAY VISIBILITY ZONE
- BRL — BUILDING RESTRICTION LINE
- XPL — EXISTING PROPERTY LINE
- XESMT — EXISTING EASEMENT
- CROP RESTRICTION LINE

* 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

Z 
MAGNETIC DECLINATION N3°
CHANGES 0°S'W PER 1°
DRAWING IS AT INTENDED SCALE
WHEN BAR BELOW MEASURES
0 300
HORIZONTAL SCALE: 1"=



AIRPORT LAND USE (EXISTING)

Scale: 1" = 300' (Full Size)

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.

REAL ESTATE AGREEMENT

This Real Estate Agreement (the “Agreement”) is made effective this 13th day of September 2021 (the “Effective Date”), by and between the City of Abilene, Kansas, a Kansas municipal corporation (the “City”) and Warren Wilson Hay, Inc., a Kansas corporation (“Wilson”). The City and Wilson are collectively referred to as the “Parties” and each, individually, as a “Party.”

RECITALS

A. The City is the owner of certain agricultural real estate situated in Dickinson County, Kansas, consisting of approximately 4.48 acres, as legally described and depicted on Exhibit A attached hereto (the “City Property”).

B. Wilson is the owner of an approximately 4.0-acre parcel of real estate situated in the Dickinson County, Kansas, which is legally described on Exhibit B attached hereto (the “Wilson Property”).

C. Subject to the terms and conditions of this Agreement, the City desires to purchase and acquire the Wilson Property from Wilson, and a related utility easement over and across Wilson’s adjacent property, for purposes of developing and constructing a water well site in connection with the City’s operation of a municipal water utility service.

D. In consideration of Wilson’s agreement to sell and convey the Wilson Property and a related utility easement to the City, the City desires to convey and transfer the City Property to Wilson, and to amend and restate the Parties’ existing Farm Lease Agreement, dated September 1, 2012, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Conveyances by Wilson to City.

2.1 **Wilson Property.** Wilson agrees to convey to the City fee simple title to the Wilson Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement.

2.2 **Utility Easement.** Wilson agrees to grant and convey to the City a 20-foot water line and related utility easement in, on, over, under, and through Wilson’s adjacent property, within the area depicted and legally described in Exhibit C attached hereto, for purposes of accessing, locating, constructing, excavating, and maintaining poles, wires, conduit, pipeline, and other facilities necessary in conducting, transmitting, and distributing water,

electricity, gas, electronic communications, and other utility facilities by the City.

3. Conveyances and Covenants by the City.

3.1 **City Property.** The City agrees to convey to Wilson fee simple title to the City Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement; provided, however, that the City's conveyance of the City Property shall be subject to a retained permanent access and maintenance easement in favor of the City, its agents, representatives, and contractors, for the purposes accessing and performing routine or periodic inspections, maintenance, or repairs associated with the Mud Creek flood levies, spoil bank levies, and drainage structures.

3.2 **Amended and Restated Farm Lease.** The City agrees to amend and restate Wilson's existing Farm Lease Agreement with the City, in relation to Wilson's lease of approximately one hundred twenty-seven (127) acres of land in Dickinson County, Kansas, for farming purposes. The amended and restated Farm Lease Agreement to be entered into between the City and Wilson shall be in a form substantially similar to the form attached hereto as Exhibit D.

4. Escrow Agent; Title Insurance.

4.1 First American Title Insurance Company, 315 Broadway, Abilene, Kansas, is designated as the Escrow Agent of the parties and shall hold this Agreement, the deed, the title insurance policies, and all instruments required under this Agreement pending the complete fulfillment of this Agreement. The Escrow Agent shall receive and disburse all amounts to be paid under this Agreement, if any.

4.2 As soon as reasonably possible after the Effective Date of this Agreement, the City will procure a commitment for an owner's title insurance policy (each, a "Commitment") with respect to the City Property and the Wilson Property. The Parties agree to use commercially reasonable efforts to cause a policy to be issued in the amount of \$10,000.00 for each of the City Property and the Wilson Property. Each Commitment shall insure title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement, and those which shall be discharged at or before Closing. Each Party shall have ten (10) days after receipt to examine the Commitment applicable to the property such Party will be conveyed hereunder, and to notify the other Party in writing of any requirements to make the title marketable. If defects precluding marketability are not removed by Closing, the Party objecting to marketability may either accept title or cancel this Agreement, or extend the Closing Date for a reasonable time to enable title to be made marketable. Each Party shall diligently attempt before Closing to correct any defects to marketability of which the other Party has given written notice of, and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. All costs of recording any corrective instruments with respect to the City Property shall be paid by the City. All costs of recording any corrective instruments with respect to the Wilson Property shall be paid by Wilson.

5. **Permitted Title Exceptions.** Title to the respective properties shall be subject to the following exceptions: (a) easements, rights of way, and restrictions of record that each respective Party shall determine do not unreasonably interfere with such Party's intended use and enjoyment of the property to be conveyed to such Party; and (b) the printed or standard exceptions set forth on Schedule B of the Commitment.

6. **Closing Date.** The Closing Date shall be on or before September 17, 2021, unless both parties agree in writing to delay the Closing; provided however, that if marketable title has not been furnished as of that date, then the Closing Date shall be the day following the date on which marketable title has been obtained. "Closing" means the settlement of the obligations of the Parties to each other under this Agreement, including the payment of all amounts then required to be paid, and the delivery of deeds and other instruments in proper form for recording.

7. **Possession; Growing Crops.** Possession of the Wilson Property shall be delivered from Wilson to the City on the Closing Date. Possession of the City Property shall be delivered from the City to Wilson on the Closing Date.

8. **Wilson's Closing Deliveries.** At the Closing, Wilson shall:

- (a) Execute and deliver a general warranty deed in recordable form, conveying the Wilson Property to the City;
- (b) Execute and deliver a utility easement, in recordable form, conveying the utility easement to the City;
- (c) Deliver to the title company and to the City evidence of Wilson's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
- (d) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

9. **City's Closing Deliveries.** At the Closing, the City shall:

- (a) Execute and deliver a warranty deed in recordable form, conveying the City Property to Wilson;
- (b) Deliver to the title company and to Wilson evidence of the City's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
- (c) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

10. **Prorations at Closing.** Wilson shall pay all taxes and assessments that accrue on the Wilson Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. The City shall pay all taxes and assessments, if any, that accrue on the City Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. In the event taxes and assessments for the tax year in which Closing occurs are not available on the Closing Date, then the amount will be presumed to be the same amount as that for the last preceding tax period for which the amount of taxes and assessments is known.

11. Wilson's Costs. Wilson will pay the following costs associated with the transaction: 1) the title insurance premium for the City Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the City Property; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as may be required by Wilson, if any; and 5) any attorneys' fees and expenses incurred by Wilson in the preparation and performance of this Agreement.

12. City's Costs. The City will pay the following costs associated with the transaction: 1) the title insurance premium for the Wilson Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the Wilson Property and the public utility easement; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as may be required by the City, if any; and 5) any attorneys' fees and expenses incurred by the City in the preparation and performance of this Agreement.

13. Condition of Property. No representations or warranties have been made by either Party, or anyone in such Party's behalf, to the other Party as to the condition of the City Property or the Wilson Property (as the case may be). Each Party has had a full and complete opportunity to inspect the premises being conveyed to such Party under this Agreement, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on such premises as it deems necessary. Each Party acknowledges and agrees that the City Property and the Wilson Property (as the case may be) is sold "As Is," and that each Party waives, from and after Closing, any all obligations to or complaints about physical characteristics and existing conditions of the Received Property or the City Property (as the case may be). This Section shall survive the transfer of title and the Closing of this Agreement.

14. Assignment. This Agreement and any right or interest in the Property are assignable only with the written consent of the City.

15. Default. A default in the performance or breach of any term, covenant, condition, or obligation contained in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the non-defaulting Party has delivered to the defaulting Party a written notice specifying such default or breach and requiring it to be remedied, shall constitute an event of default under this Agreement ("Event of Default").

16. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may cancel this Agreement, and/or pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of as set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting Party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting Party resulting from such Event(s) of Default.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

18. Notices. All notices given by a Party under this Agreement shall be in writing and sent by registered or certified mail to the other Party. Until notice of change is given in writing, notices shall be addressed to the parties as follows:

Wilson: Warren Wilson Hay, Inc.
Attn: Greg Wilson
888 2100 Avenue
Abilene, KS 67410

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

19. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by all parties to this Agreement. Any reference to a time period of less than six (6) days shall include Saturday and Sunday. Should the end of a time period fall on a legal holiday, that termination time shall extend to 5:00 p.m. of the next full business day.

20. Amendment. This Agreement may be amended or modified only in writing, signed by all Parties to this Agreement.

21. Brokerage. The Parties acknowledge and agree that no real estate broker or other person entitled to any commission or fee with respect to the transactions contemplated by this Agreement has been involved in procuring the exchange under this Agreement, and no real estate broker or other person entitled to a commission or fee with respect to the exchange of the premises described in this Agreement has been involved in negotiation or execution of this Agreement.

22. Further Acts. Each Party, upon the request of the other Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the transactions contemplated by this Agreement.

23. Kansas Law Applies. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas

24. Merger Clause. These terms are intended by the Parties as a complete, conclusive and final expression of all of the conditions of their agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made prior to or at the signing of this Agreement, shall be binding unless in writing and signed by all parties and attached to this Agreement. This Agreement is the product of negotiations between the Parties, and no preference shall be applied against the drafting Party; rather, this Agreement shall be construed in accordance with its plain meaning.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

26. **Legal and Tax Counseling.** The Parties acknowledge the opportunity to obtain legal and tax counseling to review this Agreement, and agree that each Party shall pay its respective fees for such legal and tax counseling. Wilson acknowledges and agrees that (1) neither the City nor any of their respective officials, employees, consultants, attorneys or other agents have provided to Wilson any legal advice or advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated thereby, and (2) Wilson is relying solely upon its own tax advisors and legal counsel in this regard.

27. **Prevailing Party.** If any suit or action is instituted by either Party under this Agreement, including all appeals, the prevailing Party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing Party, in addition to any other amounts to which it may be entitled.

28. **Authority and Consent to Transaction.** Each Party represents to the other that the person executing this Agreement has full and legal authority to bind such Party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each Party.

IN WITNESS WHEREOF, the Parties indicate their consent and have executed this Agreement as of the Effective Date.

WILSON:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Shayla L Mohr, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, ON AN ASSUMED BEARING OF N00°08'23"E A DISTANCE OF 160.54 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING DESCRIBED; THENCE N42°53'50"W A DISTANCE OF 253.29 FEET; THENCE N02°51'14"W A DISTANCE OF 408.50 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND BELONGING TO THE CITY OF ABILENE; THENCE N00°08'23"W ALONG THE EAST LINE OF SAID PROPERTY A DISTANCE OF 566.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE N89°26'54"E ALONG SAID NORTH LINE A DISTANCE OF 91.30 FEET; THENCE S00°08'23"E A DISTANCE OF 35.00 FEET; THENCE N89°26'54"E A DISTANCE OF 100 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE S00°08'23"E ALONG SAID EAST LINE A DISTANCE OF 1127.01 FEET TO THE POINT OF BEGINNING. CONTAINS 195,1487.8 SQ. FT., 4.48 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

See attached aerial depictions of the City Property.

EXHIBIT B

LEGAL DESCRIPTION OF WILSON PROPERTY

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE NORTHEAST QUARTER OF SECTION 29, ALL IN TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE ON AN ASSUMED BEARING OF S00°27'01"E ALONG THE EAST LINE OF SAID
NORTHEAST QUARTER, A DISTANCE OF 72.75 FEET;

THENCE N00°37'44"W A DISTANCE OF 315.24 FEET TO A POINT ON THE SOUTH
RIGHT-OF-WAY LINE OF 2100 AVENUE;

THENCE S00°08'47"E ALONG SAID EAST LINE, A DISTANCE OF 242.50 FEET TO THE
POINT OF BEGINNING.

olsson

2022 IL 451 Abstract, Illinois 130
 Henderson, Thomas 10000

TEL: 704.261.2122
FAX: 704.261.2124

www.ck12.org

DEPICTION AND LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

THE ABOVE DESCRIBED TRACT CONTAINS 41,918 SQUARE FEET, 0.96 ACRES, MORE OR LESS.



olsson

WWW.DIGI00FLO.COM

EXHIBIT D

FORM OF AMENDED AND RESTATED FARM LEASE



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)

Admin

Ron Marsh – City Manager

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: 

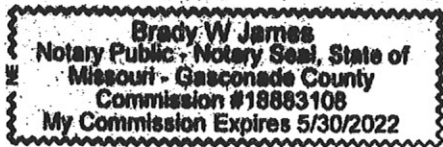
Name: Kevin Guffey, Manager

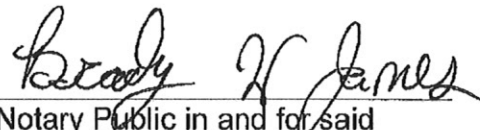
VERIFICATION

STATE OF Missouri)
COUNTY OF Marion) ss.

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 30th day of August, 2021

By: Shap Mol
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

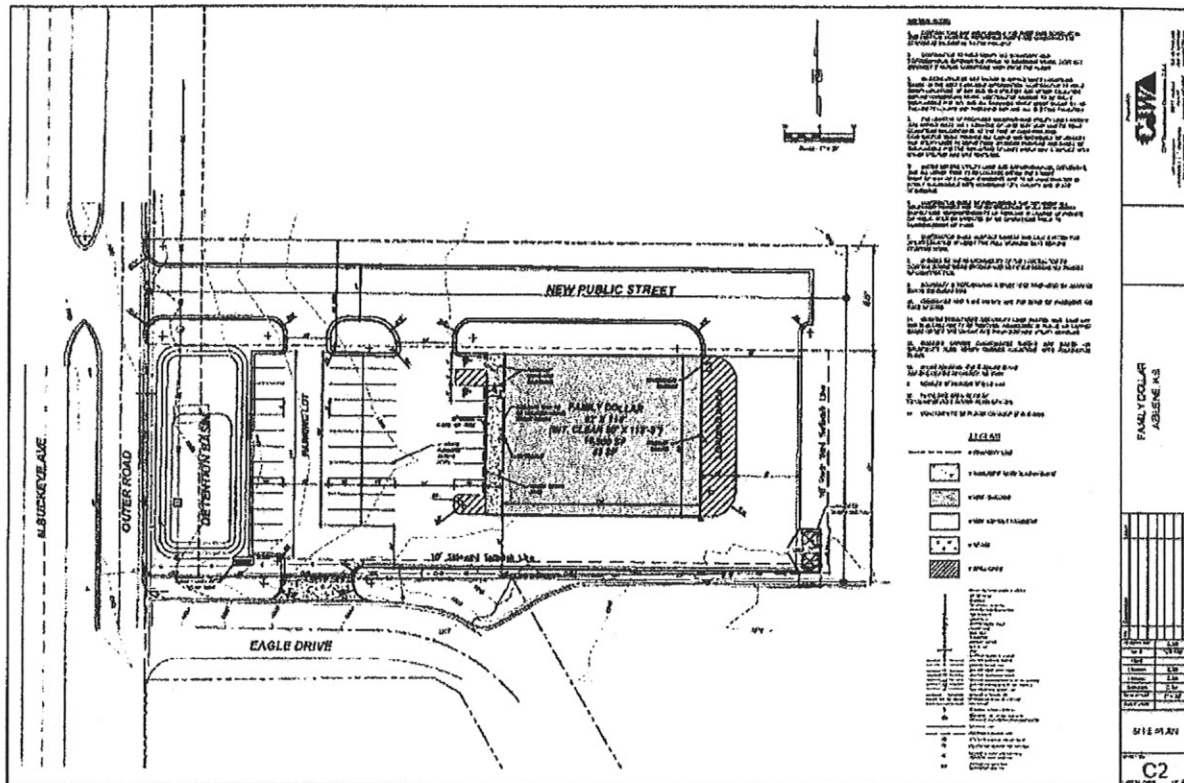


EXHIBIT C

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

**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

RESOLUTION NO. 091321-1

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 September 13, 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:

Shayla L Mohr, 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

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***Check Detail Register©**

Batch: 091321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
32153	09/13/21	AAYF			
E 015-153-522880		YOUTH FOOTBALL	\$2,000.00	STM 082421	OFFICIALS FEES
		Total	\$2,000.00		
32154	09/13/21	ABCREATIVE, INC			
E 001-006-521200		PLAYGROUND EQUIP R	\$881.10	21164	REPLACEMENT PART ON PLAYGROUND @ EISENHOWER PARK
		Total	\$881.10		
32155	09/13/21	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$74.75	260156	IMPOUND FEES
		Total	\$74.75		
32156	09/13/21	ABILENE HIGH SCHOOL			
E 015-156-523770		COMMUNITY EDUCATIO	\$130.00	764641	AHS STICK EM UP - LA DANCE SHIRTS
		Total	\$130.00		
32157	09/13/21	ABILENE MUNICIPAL COURT			
E 050-000-520291		COURT BOND FINE	\$190.00	STM 090321	BRANDI REED 21-0264 BOND APPLY
		Total	\$190.00		
32158	09/13/21	ABILENE REFLECTOR-CHRONICLE			
E 015-151-520910		DUES-SUBSCRIPTIONS-	\$53.00	258089	REC COMM. BUDGET & RNRN HEARING NOTICE
E 001-001-520320		PRINTING & ADVERTISI	\$66.34	STM 083121	AUG 2021 NIGHT OUT THANK YOU & ACCT CLERK 2 AD
E 002-024-520320		PRINTING & ADVERTISI	\$66.33	STM 083121	AUG 2021 NIGHT OUT THANK YOU & ACCT CLERK 2 AD
E 004-043-520320		PRINTING & ADVERTISI	\$66.33	STM 083121	AUG 2021 NIGHT OUT THANK YOU & ACCT CLERK 2 AD
E 001-002-520320		PRINTING & ADVERTISI	\$480.40	STM 083121	AUG 2021 NIGHT OUT THANK YOU & ACCT CLERK 2 AD
		Total	\$732.40		
32159	09/13/21	ABILENE TERMITE & PEST CO			
E 015-157-520610		BUILDING MAINTENANC	\$220.00	22473	PEST CONTROL SERVICE
		Total	\$220.00		
32160	09/13/21	ACCENT WIRE-TIE			
E 003-000-520620		EQUIPMENT REP & MAI	\$778.20	9926736	BALING WIRE
		Total	\$778.20		
32161	09/13/21	APAC, INC - SHEARS			
E 001-004-520640		STREET REPAIRS	\$336.69	8001848606	ASHALT
E 001-004-520640		STREET REPAIRS	\$486.33	8001848653	ASHALT
E 001-004-520640		STREET REPAIRS	\$969.67	8001848760	ASHALT
E 001-004-520640		STREET REPAIRS	\$534.54	8001848917	ASHALT
E 001-004-520640		STREET REPAIRS	\$228.22	8001848956	ASHALT
		Total	\$2,555.45		
32162	09/13/21	ASTRA BANK			
E 015-153-522880		YOUTH FOOTBALL	\$300.00	STM 090121	JR COWBOY FB CON & GATE START UP

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Batch: 091321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$300.00		
32163	09/13/21	BLACKIM, BLAKE			
E 015-153-522900		SPECIAL EVENTS	\$2,500.00	STM 090221	BAND FOR SPECIAL EVENT SUNSET SINNERS
Total			\$2,500.00		
32164	09/13/21	BLACKWELL & STRUBLE			
E 001-012-520110		LEGAL	\$500.00	STM 090121	21-0256 HOWARD & 21-0168 LEIER
Total			\$500.00		
32165	09/13/21	CATLETT AUTOMOTIVE INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$176.84	08545	GENERATOR BATTERY CABLE
E 002-022-520620		EQUIPMENT REP & MAI	\$41.88	81623	OIL FOR #17B
E 001-004-520620		EQUIPMENT REP & MAI	\$9.78	81639	IMPACT SOCKET
E 002-022-520620		EQUIPMENT REP & MAI	\$177.06	81652	REPAIR #09
E 002-022-520620		EQUIPMENT REP & MAI	\$12.83	81669	BRAKES #09
E 003-000-520620		EQUIPMENT REP & MAI	\$72.50	81765	WOOD CHIPPER FUEL PUMP
E 003-000-520620		EQUIPMENT REP & MAI	\$24.20	81860	WOOD CHIPPER FUEL LINE
E 002-022-520620		EQUIPMENT REP & MAI	\$6.59	82028	KWIK WELD
E 002-022-520620		EQUIPMENT REP & MAI	\$44.11	82135	FUEL FILTERS
E 002-022-521080		TOOLS & MINOR EQUIP	\$52.00	82135	EAR PLUGS
E 004-042-520620		EQUIPMENT REP & MAI	\$59.94	82312	ANTIFREEZE FOR GENERATOR
E 004-041-520620		EQUIPMENT REP & MAI	\$17.59	82403	EPOXY FOR SEWER TRUCK
E 001-004-520620		EQUIPMENT REP & MAI	\$113.56	82426	ROLLER PARTS
E 001-004-521080		TOOLS & MINOR EQUIP	\$6.68	82436	FUNNELS
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$1,231.24	82585	ANTIFREEZE FOR GENERATOR
E 001-004-520620		EQUIPMENT REP & MAI	\$0.84	82690	O RINGS
E 001-004-520600		VEHICLE EXPENSES	\$92.62	82997	BATTERY JUMP PAK & CABLE TIES
Total			\$2,140.26		
32166	09/13/21	CLARE GENERATOR SERVICE, INC			
E 004-042-520610		BUILDING MAINTENANC	\$375.06	304794	PARTS FOR GENERATOR @ WWTP
Total			\$375.06		
32167	09/13/21	CLARK, MIZE & LINVILLE CHARTER			
E 001-001-520110		LEGAL	\$2,546.00	136056	JULY 2021 LEGAL SERVICE
E 001-001-520110		LEGAL	\$684.00	136057	JULY 2021 GENERAL RETAINER
Total			\$3,230.00		
32168	09/13/21	CONSOLIDATED PRINTING			
E 013-131-520320		PRINTING & ADVERTISI	\$26.05	173779	AUGUST COPY MACHINE BILL
E 013-131-520320		PRINTING & ADVERTISI	\$0.39	173779	AUGUST COPY MACHINE BILL
E 013-131-520320		PRINTING & ADVERTISI	\$0.39	173779	AUGUST COPY MACHINE BILL
E 013-131-520320		PRINTING & ADVERTISI	\$0.39	173779	AUGUST COPY MACHINE BILL
E 013-131-520320		PRINTING & ADVERTISI	\$81.37	176029	AUGUST COPY MACHINE BILL
E 013-131-520320		PRINTING & ADVERTISI	\$34.18	176758	AUGUST COPY MACHINE BILL
Total			\$142.77		
32169	09/13/21	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$212.50	STM 083121	AUG 2021 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$650.00	STM 083121	AUG 2021 CLEANING

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Batch: 091321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-521040		JANITOR SUPPLIES	\$212.50	STM 083121	AUG 2021 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$212.50	STM 083121	AUG 2021 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$212.50	STM 083121	AUG 2021 CLEANING
E 001-013-521260		CONTRACT LABOR	\$600.00	STM 083121	AUG 2021 CLEANING
		Total	\$2,100.00		
32170	09/13/21	B & H INVESTMENTS INC.			
E 001-001-520610		BUILDING MAINTENANC	\$10.67	97840	RO SYSTEM RENTAL 8/25-9/21/21
E 002-024-520610		BUILDING MAINTENANC	\$10.67	97840	RO SYSTEM RENTAL 8/25-9/21/21
E 004-043-520610		BUILDING MAINTENANC	\$10.66	97840	RO SYSTEM RENTAL 8/25-9/21/21
		Total	\$32.00		
32171	09/13/21	CUMMINS SALES AND SERVICE			
E 004-042-520610		BUILDING MAINTENANC	\$194.76	J1-63993	MAGNETIC SWITCH
E 004-042-520610		BUILDING MAINTENANC	\$1,374.80	J1-64946	GENERATOR REPAIR
		Total	\$1,569.56		
32172	09/13/21	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$149.86	1362	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$207.45	1363	DIESEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$352.00	1363	DIESEL
		Total	\$709.31		
32173	09/13/21	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$2,975.00	STM 083121	AUG 2021 PRISNER CARE
		Total	\$2,975.00		
32174	09/13/21	DON'S TIRE & SUPPLY			
E 001-004-520600		VEHICLE EXPENSES	\$570.76	IN-238971	4 NEW TIRES 10C
		Total	\$570.76		
32175	09/13/21	DOWNTOWN DANCE LLC			
E 015-156-523331		DANCE	\$1,764.00	STM 090121	REGISTRATION FEES - TUMBLING
		Total	\$1,764.00		
32176	09/13/21	DPC ENTERPRISES, LP			
E 002-023-521030		CHEMICALS	\$580.00	282000428-2	4 150 LBS CHLORINE CYLINDERS
E 002-023-521030		CHEMICALS	\$580.00	282000447-2	8 150LB CL2 CYLINDERS
		Total	\$1,160.00		
32177	09/13/21	DALLAS VANNESS			
E 001-013-520610		BUILDING MAINTENANC	\$420.00	2095	SR. CENTER UNITS
		Total	\$420.00		
32178	09/13/21	EAGLE TECHNOLOGY SOLUTIONS			
E 001-001-520520		TELEPHONE / INTERNE	\$263.50	72418	IT @ CVB & KARI'S LAPTOP
E 001-008-520520		TELEPHONE / INTERNE	\$790.50	72418	IT @ CVB & KARI'S LAPTOP
E 001-002-520520		TELEPHONE / INTERNE	\$47.50	72435	PC ISSUES FOR SOUTH DETECTIVE COMPUTER
E 013-131-520520		TELEPHONE / INTERNE	\$47.50	72441	IT @ CVB & KARI'S LAPTOP
E 001-006-520520		TELEPHONE / INTERNE	\$71.25	72500	COREY EMAIL & UPDATE

CITY OF ABILENE

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Batch: 091321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-520520		TELEPHONE / INTERNE	\$142.50	72507	POLICE CAR CAMERA ISSUES
E 001-002-520520		TELEPHONE / INTERNE	\$109.59	72512	CMS SOLUTIONS APD
E 001-001-520520		TELEPHONE / INTERNE	\$339.61	72566	MONTHLY BILLING FOR SEPT
E 002-024-520520		TELEPHONE / INTERNE	\$339.61	72566	MONTHLY BILLING FOR SEPT
E 004-043-520520		TELEPHONE / INTERNE	\$339.61	72566	MONTHLY BILLING FOR SEPT
E 001-008-520520		TELEPHONE / INTERNE	\$339.61	72566	MONTHLY BILLING FOR SEPT
E 001-011-520520		TELEPHONE / INTERNE	\$339.61	72566	MONTHLY BILLING FOR SEPT
E 001-002-520520		TELEPHONE / INTERNE	\$434.35	72566	MONTHLY BILLING FOR SEPT
E 001-003-520520		TELEPHONE / INTERNE	\$28.00	72566	MONTHLY BILLING FOR SEPT
E 001-004-520520		TELEPHONE / INTERNE	\$65.00	72566	MONTHLY BILLING FOR SEPT
E 001-006-520520		TELEPHONE / INTERNE	\$65.00	72566	MONTHLY BILLING FOR SEPT
E 001-013-520520		TELEPHONE / INTERNE	\$65.00	72566	MONTHLY BILLING FOR SEPT
E 002-023-520520		TELEPHONE / INTERNE	\$49.00	72566	MONTHLY BILLING FOR SEPT
E 003-000-520520		TELEPHONE / INTERNE	\$49.00	72566	MONTHLY BILLING FOR SEPT
E 004-042-520520		TELEPHONE / INTERNE	\$49.00	72566	MONTHLY BILLING FOR SEPT
E 005-000-520520		TELEPHONE / INTERNE	\$40.00	72566	MONTHLY BILLING FOR SEPT
E 013-131-520520		TELEPHONE / INTERNE	\$93.00	72566	MONTHLY BILLING FOR SEPT
E 015-151-520520		TELEPHONE / INTERNE	\$65.00	72566	MONTHLY BILLING FOR SEPT
E 001-012-520700		RENT-CONTRACTS-MAI	\$47.50	72976	IT FOR NEW SOFTWARE
E 001-002-520520		TELEPHONE / INTERNE	\$47.50	72978	SET UP NEW OFFICER
E 001-001-520520		TELEPHONE / INTERNE	\$150.42	72988	IT ADMIN
E 002-024-520520		TELEPHONE / INTERNE	\$150.42	72988	IT ADMIN
E 004-043-520520		TELEPHONE / INTERNE	\$150.41	72988	IT ADMIN
Total			\$4,718.99		
32179	09/13/21	EGOV STRATEGIES, LLC			
E 002-024-520782		E-BILL FEES	\$590.53	INV-10048	CREDIT CARD PROCESSING FEES AUG 2021
E 004-043-520782		E-BILL FEES	\$590.52	INV-10048	CREDIT CARD PROCESSING FEES AUG 2021
Total			\$1,181.05		
32180	09/13/21	THE ABY MFG GROUP, INC			
E 001-002-521080		TOOLS & MINOR EQUIP	\$175.25	168750	BADGES
Total			\$175.25		
32181	09/13/21	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$41.08	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$19.39	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$72.25	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$36.46	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.62	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$817.08	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$58.68	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$220.10	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,087.40	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$190.40	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$32.73	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$29.50	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$912.46	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$53.03	30783521	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-520510		ELECTRIC SERVICE	\$53.03	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$53.03	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$53.04	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$36.95	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$776.06	3413870642	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$25.48	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$25.48	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$25.48	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$25.49	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$3,716.13	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$29.85	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$29.25	4212846087	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$41.70	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$39.42	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$1,294.79	48981167262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.40	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$24.73	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.59	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$29.42	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$99.34	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$99.34	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$99.34	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$99.34	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$33.60	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$562.50	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$259.63	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$37.15	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$512.26	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$30.45	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.44	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$33.88	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$374.25	698607470	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$45.17	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$845.58	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$1,299.42	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$238.09	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	7484828978	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$163.66	7564411988	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$163.66	7564411988	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$163.66	7564411988	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$163.67	7564411988	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.50	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$6,822.97	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$64.47	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$30.10	786713586	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-520510		ELECTRIC SERVICE	\$710.40	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$28.25	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.61	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$36.58	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$16,762.63	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$137.32	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$12.97	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,914.19	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$786.65	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$164.56	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$495.93	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$28.91	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$14.84	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$37.59	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.67	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$16.68	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$28.61	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$56.32	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$43.37	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,313.03	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$8.05	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$8.05	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$8.05	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$8.04	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$69.82	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$34.70	9994690522	ELECTRIC SERVICE
		Total	\$55,055.45		
32182	09/13/21	FOUR SEASONS INC			
E 001-002-520610		BUILDING MAINTENANC	\$49.96	69194	AIR CONDITIONER
		Total	\$49.96		
32183	09/13/21	GADES SALES CO, INC			
E 014-000-521135		TRAFFIC SIGNAL MAINT	\$303.31	0081598-IN	21ST & BUCKEYE
		Total	\$303.31		
32184	09/13/21	GALLS, LLC			
E 001-002-530390		POLICE EQUIPMENT	\$105.00	19044780	POLICE EQUIPMENT
		Total	\$105.00		
32185	09/13/21	GODFREYS			
E 001-002-521150		UNIFORMS & ALTERATI	\$238.70	55402	PD HATS
		Total	\$238.70		
32186	09/13/21	HAMM, INC			
E 001-005-520641		STREET CONST & DIKE	\$1,324.97	401488	RIP RAP FOR W 1ST STREET BRIDGE
		Total	\$1,324.97		
32187	09/13/21	HITE, G.D.			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-003-520970		MISCELLANEOUS SERVI	\$20.30		LUNCH DURING TRAINING
		Total	\$20.30		
32188	09/13/21	HOLM AUTOMOTIVE CENTER			
E 001-002-520600		VEHICLE EXPENSES	\$251.60	340486	REMOVE POLICE DECALS
E 001-003-520620		EQUIPMENT REP & MAI	\$275.00	340875	INSTALL DEPT. DECALS
		Total	\$526.60		
32189	09/13/21	BRAD HOMMAN			
E 001-002-530390		POLICE EQUIPMENT	\$69.00	8007	MOBILE RADIO MIC FOR 207
		Total	\$69.00		
32190	09/13/21	IMAGE QUEST			
E 004-041-521010		OFFICE SUPPLIES	\$94.98	IN2773934	COPIES
E 004-043-520700		RENT-CONTRACTS-MAI	\$7.08	IN2786417	OVERAGE CHARGE 5/25-6/24/21 & COPIER BASE RATE 6/25-7/27/21
E 001-001-520700		RENT-CONTRACTS-MAI	\$33.42	IN2788816	OVERAGE CHARGE 5/25-6/24/21 & COPIER BASE RATE 6/25-7/27/21
E 002-024-520700		RENT-CONTRACTS-MAI	\$33.42	IN2788816	OVERAGE CHARGE 5/25-6/24/21 & COPIER BASE RATE 6/25-7/27/21
E 004-043-520700		RENT-CONTRACTS-MAI	\$26.33	IN2788816	OVERAGE CHARGE 5/25-6/24/21 & COPIER BASE RATE 6/25-7/27/21
E 004-041-521010		OFFICE SUPPLIES	\$144.76	IN2895792	COPIES
E 001-002-520700		RENT-CONTRACTS-MAI	\$77.60	IN2897623	COPIER USAGE
E 001-001-520700		RENT-CONTRACTS-MAI	\$21.28	IN2905214	COPIER OVERAGE 7/25-8/24/21 & REPLACE SWING PLATE ADMIN PRINTER
E 002-024-520700		RENT-CONTRACTS-MAI	\$21.27	IN2905214	COPIER OVERAGE 7/25-8/24/21 & REPLACE SWING PLATE ADMIN PRINTER
E 004-043-520700		RENT-CONTRACTS-MAI	\$3.27	IN2905214	COPIER OVERAGE 7/25-8/24/21 & REPLACE SWING PLATE ADMIN PRINTER
E 004-043-520700		RENT-CONTRACTS-MAI	\$18.00	IN2907363	COPIER OVERAGE 7/25-8/24/21 & REPLACE SWING PLATE ADMIN PRINTER
E 001-001-520700		RENT-CONTRACTS-MAI	\$31.06	IN2910080	CONTRACT REAT 2 HP PRINTERS 8/28-9/27/21
E 002-024-520700		RENT-CONTRACTS-MAI	\$31.06	IN2910080	CONTRACT REAT 2 HP PRINTERS 8/28-9/27/21
E 004-043-520700		RENT-CONTRACTS-MAI	\$31.05	IN2910080	CONTRACT REAT 2 HP PRINTERS 8/28-9/27/21
		Total	\$574.58		
32191	09/13/21	JCI INDUSTRIES, INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$1,030.00	8217609	WWTP TROUBLE SHOOT PUMP
		Total	\$1,030.00		
32192	09/13/21	JERRY A. MILLER			
E 005-000-520141		AWOS	\$375.00	STM 091821	SEPT AIRPORT AWOS
		Total	\$375.00		
32193	09/13/21	JOYCELYN LUCAS RANDLE			
E 001-012-520110		LEGAL	\$500.00	STM 082421	21-0169 LEDER & 20-0229 FREY
		Total	\$500.00		
32194	09/13/21	KA-COMM, INC.			
E 001-002-520600		VEHICLE EXPENSES	\$70.00	180648	RPAID RATE CHARGER
E 001-002-520600		VEHICLE EXPENSES	\$9,658.11	180660	CHIEF CAR #5

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$9,728.11		
32195	09/13/21	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$49.88	51001600410	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$131.04	51001600410	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$128.71	51001600410	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$115.27	51001600410	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$55.19	51001600410	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$13.67	51001600410	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$13.66	51001600410	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$13.66	51001600410	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$13.66	51001600410	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$13.66	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$11.49	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$11.49	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$11.49	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$19.71	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$19.71	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$19.72	51001600410	GAS SERVICE
Total			\$642.01		
32196	09/13/21	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520970		MISCELLANEOUS SERVI	\$97.20	1080125	AUGUST LOCATES
Total			\$97.20		
32197	09/13/21	KIRKS MOVING COMPANY			
E 001-002-520610		BUILDING MAINTENANC	\$480.00	INV083021	MOVE TRAVIS' OFFICE
Total			\$480.00		
32198	09/13/21	KOLDE CONSTRUCTION, INC			
E 001-005-520641		STREET CONST & DIKE	\$768.12	48504	CONCRETE PUMPING TRUCK TO REPAIR BRIDGE PIER WEST LOT ST
Total			\$768.12		
32199	09/13/21	KS TREASURER			
E 001-012-520810		STATE JUDGES TRAININ	\$514.12	61395	AUG 2021
Total			\$514.12		
32200	09/13/21	LEAGUE KS MUNICIPALITIES			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$542.48	21-1956	STO & UPOC PUBLICATIONS
E 001-001-520280		TRAVEL-MEETINGS & C	\$250.00	21-2109	LEAGUE FULL CONF. ADVANCE REGISTRATION - CHRIS OSTERMANN
Total			\$792.48		
32201	09/13/21	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,655.00	355675	AUGUST RENT 5 BILLBOARDS
E 013-131-520721		SIGN ADVERTISING	\$1,325.00	359499	SEPTEMBER RENT 4 BILLBOARDS
Total			\$2,980.00		
32202	09/13/21	BRYAN LISBONA			
E 013-131-520741		GIFT SHOP EXPENSE	\$1,031.70	8272021-ABI	ABILENE COWBOY BOOT TSHIRTS, STICKERS, & GRAPHIC DESIGN

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,031.70		
32203	09/13/21	LPL FINANCIAL			
G 001-200120		LPL FINANCIAL	\$325.00	STM 090321	VANCE ENYART OPEN/ ROTH \$25, MARCUS ROTHCHILD OPEN/ROTH \$100, KELLE TIMBROOK OPEN/ROTH \$150, 529 \$50
Total			\$325.00		
32204	09/13/21	LUMBER HOUSE TRUE VALUE			
E 004-042-520620		EQUIPMENT REP & MAI	\$7.76	2108-202292	HOSE CLAMP & O RING
E 004-042-521080		TOOLS & MINOR EQUIP	\$22.99	2108-204304	SPRAYER
E 004-042-520610		BUILDING MAINTENANC	\$27.98	2108-204304	CLEANER
E 004-042-520610		BUILDING MAINTENANC	\$14.47	2108-204380	PVC PIPE & VALVE
E 001-004-521280		CURB & GUTTER REPAI	\$5.50	2108-204385	PLYWOOD
E 027-000-530260		SPECIAL PROJECTS	\$27.06	2108-204546	STORM DRAIN
E 004-042-521080		TOOLS & MINOR EQUIP	\$13.49	2108-204879	TUBE CUTTER
E 004-042-521010		OFFICE SUPPLIES	\$9.68	2108-204979	NOTEBOOK
E 004-042-520610		BUILDING MAINTENANC	\$10.58	2108-205959	WASP KILLER
E 004-042-521080		TOOLS & MINOR EQUIP	\$15.57	2108-205959	SOCKET
E 004-042-520610		BUILDING MAINTENANC	\$7.98	2108-205978	WASP KILLER
E 004-042-520620		EQUIPMENT REP & MAI	\$9.99	2108-206039	BELT FOR EXHAUST FAN
E 001-004-520610		BUILDING MAINTENANC	\$9.99	2108-206804	WASP KILLER
E 001-004-521040		JANITOR SUPPLIES	\$6.99	2108-206804	PINESOL
E 001-004-520620		EQUIPMENT REP & MAI	\$18.28	2108-206804	CLEANER & SPRAY BOTTLE
E 004-042-520610		BUILDING MAINTENANC	\$21.97	2108-206811	CLEANER & BLEACH
E 001-004-520640		STREET REPAIRS	\$9.90	2108-207935	REBAR SAFETY CAPS
E 004-042-520610		BUILDING MAINTENANC	\$18.96	2108-207965	VALVES & PIPE
E 002-022-520610		BUILDING MAINTENANC	\$3.98	2108-208055	TOILET PAPER
E 004-042-520610		BUILDING MAINTENANC	\$12.99	2109-208287	DEGREASER
E 002-023-521010		OFFICE SUPPLIES	\$12.28	2109-208361	RULER & COMPASS
E 004-042-520610		BUILDING MAINTENANC	\$12.99	2109-208417	DEGREASER
E 014-000-521135		TRAFFIC SIGNAL MAINT	\$12.49	2109-208923	VENTILATION FILTER
Total			\$313.87		
32205	09/13/21	MCNUTT, MATTHEW			
E 001-011-520975		MOWING/ABATEMENT	\$339.29	64991622	6.5 HOURS MOWING AUG 2021 @ \$85
E 001-011-520975		MOWING/ABATEMENT	\$128.21	64991623	6.5 HOURS MOWING AUG 2021 @ \$85
E 001-011-520975		MOWING/ABATEMENT	\$85.00	64991625	6.5 HOURS MOWING AUG 2021 @ \$85
Total			\$552.50		
32206	09/13/21	MERIDIAN MEDIA LLC			
E 001-001-520320		PRINTING & ADVERTISI	\$35.00	14159-1	CLERK AD
E 002-024-520320		PRINTING & ADVERTISI	\$35.00	14159-1	CLERK AD
E 004-043-520320		PRINTING & ADVERTISI	\$35.00	14159-1	CLERK AD
Total			\$105.00		
32207	09/13/21	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$11,093.55	STM 082621	CID ROSEROCK LESS 2% ADMIN FEE - AUG 2021
Total			\$11,093.55		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32208	09/13/21	MIDWEST CONCRETE MATERIALS			
E 001-005-520641		STREET CONST & DIKE	\$1,248.50	548623	FLOWABLE FILL 1ST & ELM, TOM SMITH CIRCLE & 6TH & OLIVE
E 004-041-520640		STREET REPAIRS	\$452.50	548624	FLOWABLE FILL 1ST & ELM, TOM SMITH CIRCLE & 6TH & OLIVE
E 002-022-520640		STREET REPAIRS	\$333.00	548755	FLOWABLE FILL 1ST & ELM, TOM SMITH CIRCLE & 6TH & OLIVE
E 002-022-520640		STREET REPAIRS	\$327.00	848369	FLOWABLE FILL 1ST & ELM, TOM SMITH CIRCLE & 6TH & OLIVE
		Total	\$2,361.00		
32209	09/13/21	NARAYAN, INC			
E 038-000-540610		CID SALES TAX	\$3,101.68	STM 082621	CID HOLIDAY I LESS 2% ADMIN FEE - AUG 2021
		Total	\$3,101.68		
32210	09/13/21	NEEDHAM, WADE			
E 001-003-520970		MISCELLANEOUS SERVI	\$17.90	STM 081821	LUNCH DURING TRAINING
		Total	\$17.90		
32211	09/13/21	NEX-TECH RURAL TELEPHONE			
E 002-023-520520		TELEPHONE / INTERNE	\$56.74	329717	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$164.97	329717	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$174.11	329717	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$113.48	329717	PHONE SERVICE
		Total	\$509.30		
32212	09/13/21	OCCUPATIONAL PERFORMANCE CORP.			
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$184.00	164557	5 STS UA/2 DOT DRUG SCREENS/5 PHYSICAL CAPACITY PROFILE TESTS
E 001-004-520425		PHYS CAP/DRUG SCR/B	\$184.00	164557	5 STS UA/2 DOT DRUG SCREENS/5 PHYSICAL CAPACITY PROFILE TESTS
E 001-002-520425		PHYS CAP/DRUG SCR/B	\$417.00	164557	5 STS UA/2 DOT DRUG SCREENS/5 PHYSICAL CAPACITY PROFILE TESTS
		Total	\$785.00		
32213	09/13/21	OLSSON			
E 005-000-530260		SPECIAL PROJECTS	\$28,656.17	395204	AIRPORT ENVIRONMENTAL ASSESSMENT PROJECT
E 002-023-520140		ENGINEERING	\$3,420.60	396412	GENERAL ENGINEERING, WELL 23 & TRANS LAND USE PLAN
E 014-000-520140		ENGINEERING	\$1,056.00	396418	GENERAL ENGINEERING, WELL 23 & TRANS LAND USE PLAN
E 014-000-520140		ENGINEERING	\$1,976.99	396851	GENERAL ENGINEERING, WELL 23 & TRANS LAND USE PLAN
		Total	\$35,109.76		
32214	09/13/21	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$250.60	2160139528	EFFLUENT SAMPLES
E 004-042-520210		LAB ANALYSIS & EQUIP	\$325.00	2160140006	EFFLUENT SAMPLES
E 002-023-520210		LAB ANALYSIS & EQUIP	\$25.00	2160140292	EFFLUENT SAMPLES
		Total	\$600.60		
32215	09/13/21	R E PEDROTTI CO, INC			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-042-520610		BUILDING MAINTENANC	\$225.00	11447	EMERGENCY CALL OUT FOR PROGRAMMING
E 002-023-520620		EQUIPMENT REP & MAI	\$1,565.00	11785	FOXBORO CONDUCTIVITY ANALYZER FOR RO 4
E 004-042-520620		EQUIPMENT REP & MAI	\$636.58	11844	DO SENSOR CAPS & LEVEL TRANSDUCERS
E 004-042-520620		EQUIPMENT REP & MAI	\$890.00	11888	DO SENSOR CAPS & LEVEL TRANSDUCERS
		Total	\$3,316.58		
32216	09/13/21	ROASTER JOES, INC			
E 001-003-520970		MISCELLANEOUS SERVI	\$85.00	2064:270777	COFFEE
		Total	\$85.00		
32217	09/13/21	ROBSON OIL CO, INC			
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,764.19	STM 082521	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$578.58	STM 082521	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$1,421.34	STM 082521	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$332.84	STM 082521	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$748.51	STM 082521	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$130.78	STM 082521	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$505.93	STM 082521	FUEL
E 003-000-521060		GASOLINE-OIL-LUBRICA	\$43.21	STM 082521	FUEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$235.92	STM 082521	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$113.51	STM 082521	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$57.54	STM 082521	FUEL
		Total	\$6,932.35		
32218	09/13/21	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$2,916.67	STM 090121	CITY PROSECUTOR SEPT 2021
		Total	\$2,916.67		
32219	09/13/21	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	\$397.74	S100196608.	PLUMBING PARTS
E 002-022-520665		METERS, RADIOS, PITS,	\$134.63	S100199830.	PLUMBING PARTS
E 002-022-520665		METERS, RADIOS, PITS,	\$90.83	S100201887.	PLUMBING PARTS
E 002-022-520685		FIRE HYDRANTS & VALV	\$408.28	S100201887.	PLUMBING PARTS
E 002-022-520665		METERS, RADIOS, PITS,	\$176.25	S100202311.	PLUMBING PARTS
E 002-022-520685		FIRE HYDRANTS & VALV	\$285.72	S100202855.	PLUMBING PARTS
E 001-006-520610		BUILDING MAINTENANC	\$48.80	S100203654.	PLUMBING PARTS
		Total	\$1,542.25		
32220	09/13/21	SARGENT DRILLING			
E 002-023-520670		WELL MAINTENANCE	\$3,000.00	27616	ANNUAL WELL PUMP PERFORMANCE TESTING
		Total	\$3,000.00		
32221	09/13/21	SECURE SHRED OF N.C.K.			
E 001-001-521010		OFFICE SUPPLIES	\$16.67	STM 090221	ADMIN SHREDDING AUG 2021
E 002-024-521010		OFFICE SUPPLIES	\$16.67	STM 090221	ADMIN SHREDDING AUG 2021
E 004-043-521010		OFFICE SUPPLIES	\$16.66	STM 090221	ADMIN SHREDDING AUG 2021
E 001-002-520700		RENT-CONTRACTS-MAI	\$50.00	STM 090221	SHRED SERVICE 1 CONTAINER
		Total	\$100.00		
32222	09/13/21	SMART INSURANCE			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520410		INSURANCE	(\$516.00)	3639	2021 FORD EXPLORER/COMM IN MARINE & REFUND GENERAL LIABILITY
E 001-002-520410		INSURANCE	\$1,253.00	3645	2021 FORD EXPLORER/COMM IN MARINE & REFUND GENERAL LIABILITY
		Total	\$737.00		
32223	09/13/21	SMITH HEATING & AIR			
E 001-004-520610		BUILDING MAINTENANC	\$360.40	75238	CHARGE A/C UNIT AT PW EAST
		Total	\$360.40		
32224	09/13/21	SOLID ROCK AUDIO VIDEO			
E 001-001-520520		TELEPHONE / INTERNE	\$140.00	1296	AUG 2021 PUBLIC MEETINGS TECH SUPPORT
		Total	\$140.00		
32225	09/13/21	SUPERIOR SANITATION SERVICE			
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 090721	SEPT 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 090721	SEPT 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 090721	SEPT 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 015-157-520610		BUILDING MAINTENANC	\$58.00	STM 090721	SEPT 2021 TRASH SERVICE @ CC, SC & PARKS
E 001-013-520610		BUILDING MAINTENANC	\$62.00	STM 090721	SEPT 2021 TRASH SERVICE @ CC, SC & PARKS
E 001-006-520610		BUILDING MAINTENANC	\$58.00	STM 090721	SEPT 2021 TRASH SERVICE @ CC, SC & PARKS
		Total	\$438.00		
32226	09/13/21	THE FLOWER BOX			
E 001-001-520800		AWARDS & CONTRIBUTI	\$43.00	36978	PLANT MALO FUNERAL
		Total	\$43.00		
32227	09/13/21	TRAILS END CAR WASH			
E 001-011-520600		VEHICLE EXPENSES	\$22.00	2143	TRUCK WASHES
		Total	\$22.00		
32228	09/13/21	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$7,655.65	STM 082621	CID PROPERTY 6 LESS 2% ADMIN FEE - AUG 2021
		Total	\$7,655.65		
32229	09/13/21	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$157.40	STM 083021	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$241.40	STM 083021	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$7.99	STM 083021	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$325.25	STM 083021	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$354.55	STM 083021	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$64.00	STM 083021	UNIFORM SERVICE
E 002-022-521150		UNIFORMS & ALTERATI	\$194.44	STM 083021	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$241.85	STM 083021	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$37.00	STM 083021	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$29.05	STM 083021	UNIFORM SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-521040		JANITOR SUPPLIES	\$121.73	STM 083021	UNIFORM SERVICE
		Total	\$1,774.66		
32230	09/13/21	US BANK EQUIPMENT FINANCE			
E 001-002-520700		RENT-CONTRACTS-MAI	\$197.73	451080402	COPIER USAGE
E 015-151-521045		OFFICE EQUIPMENT	\$240.73	451856272	COPIER MONTHLY CONTRACT
		Total	\$438.46		
32231	09/13/21	USD 435 ABILENE			
E 015-153-521500		ATHLETIC ACADEMY	\$1,450.00	STM 090121	ABC- ATHLETICS ACADEMY- VOLLEYBALL
		Total	\$1,450.00		
32232	09/13/21	VAN DIEST CHEMICAL CO			
E 001-005-521030		CHEMICALS	\$750.00	172344	CHEMICALS
E 001-005-521030		CHEMICALS	\$1,000.00	174671	CHEMICALS
E 001-005-521030		CHEMICALS	\$587.60	174672	CHEMICALS
E 001-005-521030		CHEMICALS	\$1,000.00	174882	CHEMICALS
E 001-005-521030		CHEMICALS	\$4,028.40	174883	CHEMICALS
		Total	\$7,366.00		
32233	09/13/21	VYVE BROADBAND			
E 002-024-520520		TELEPHONE / INTERNE	\$46.67	301-521155	EBS ADMIN & PD SEPT 2021
E 004-043-520520		TELEPHONE / INTERNE	\$123.33	301-521155	EBS ADMIN & PD SEPT 2021
E 001-001-520520		TELEPHONE / INTERNE	\$123.34	301-541718	EBS ADMIN & PD SEPT 2021
E 002-024-520520		TELEPHONE / INTERNE	\$76.66	301-541718	EBS ADMIN & PD SEPT 2021
		Total	\$370.00		
32234	09/13/21	WICHITA WINWATER WORKS CO.			
E 045-000-530260		SPECIAL PROJECTS	\$56,263.20	247741 01	RAW WATER TRANSMISSION MATERIALS WELL #23
E 045-000-530260		SPECIAL PROJECTS	\$29,568.00	247741 02	RAW WATER TRANSMISSION MATERIALS WELL #23
		Total	\$85,831.20		
		002000 Astra Bank checking	\$290,726.90		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$74,100.99
002 WATER FUND	\$28,859.11
003 RECYCLING FUND	\$1,291.74
004 SEWER FUND	\$28,291.73
005 AIRPORT FUND	\$29,811.70
013 TOURISM & CONVENTION FUND	\$4,294.97
014 SPECIAL STREET FUND	\$3,348.79
015 RECREATION COMMISSION	\$12,828.73
027 STORM DRAINAGE	\$27.06
038 CID SALES TAX FUND	\$21,850.88
045 AMERICAN RESCUE PLAN ACT FUND	\$85,831.20
050 MUNICIPAL COURT BONDS	\$190.00
	\$290,726.90

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Checks 032146

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
32146	08/25/21	VALOR AUTOMOTIVE			
E 020-000-530390		POLICE EQUIPMENT	\$23,055.00	STM082521	New Police Cruiser
		Total	\$23,055.00		
		002000 Astra Bank checking	\$23,055.00		

Fund Summary**002000 Astra Bank checking**

020 EQUIPMENT RESERVE FUND	\$23,055.00
	<u>\$23,055.00</u>

City of Abilene
Payroll Expenditures Report
09/03/2021 PR #18

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	78,992.38
051 & 501	OASDI - CITY/EMPLOYEE	\$	13,907.22
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,252.42
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	9,385.76
503	KPERS - CITY	\$	5,473.70
056, 057, 059	KPERS EMPLOYEE	\$	3,702.62
		\$	9,176.32
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	158.30
504	KPF - CITY	\$	11,833.45
61	KPF EMPLOYEE	\$	3,710.93
		\$	15,544.38
155	KPF GROUP LIFE- EMPLOYEE	\$	56.28
105 & 540	IVY INVESTMENTS 457 - CITY/EMPLOYEE	\$	1,195.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	275.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	4,882.02
120	AFLAC After Tax D&L - EMPLOYEE	\$	127.68
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	575.82
102	VISION CARE DIRECT - EMPLOYEE	\$	87.54
104	VSP VISION PLANS - EMPLOYEE	\$	169.04
140	HEALTH INSURANCE - EMPLOYEE	\$	5,855.89
510	HEALTH INSURANCE - CITY	\$	16,536.79
		\$	22,392.68
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	367.50
506	HEALTH SAVINGS ACCOUNT - CITY	\$	322.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	256.76
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
215	KS Support order- EMPLOYEE	\$	392.25
206	CA Support order - EMPLOYEE	\$	369.23
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,092.84
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	163,049.84