ABILENE CITY COMMISSION - REGULAR MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

October 11, 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 October 11, 2021, City Commission Meeting
5. Meeting Minutes: September 27, 2021, Regular Meeting
6. Approval of Resolution No. 101121-1, **A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS**.

Public Comments and Communications

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

Public Hearing

8. Public Hearing on the advisability of creating the American Addition Community Improvement District in the City of Abilene, Kansas.

Old and New Business

9. Consider Ordinance No. 21-3406, **AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX; AND APPROVING THE METHOD OF FINANCING THE PROJECT.**

10. Consider approval of a bid from Prairie Land Partners for the purchase of a John Deere 1570 TerrainCut Commercial Mower for the Parks and Recreation Department.

11. Consider Police Department Remodel Change Order.

12. Consider Charter Ordinance No. 29, **A CHARTER ORDINANCE EXEMPTING THE CITY OF ABILENE, KANSAS, FROM THE PROVISIONS OF K.S.A 12-5249 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO RURAL HOUSIN INCENTIVE DISTRICTS.**

Reports

13. City Manager's Reports

Adjournment

14. Consideration of a motion to adjourn the October 11, 2021, City Commission meeting.

Future Meeting Reminders:

- City Commission Study Session, October 18th at 4 p.m.
- City Commission meeting, October 25th at 4 p.m.

Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
September 27, 2021 @ 4:00 p.m.
Abilene, Kansas

UNAPPROVED

1. **Call to Order**

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

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, and Public Works Director Schrader.

3. **Pledge of Allegiance**

Consent Agenda

4. **Agenda Approval for the September 27, 2021, City Commission Meeting**
5. **Meeting minutes: September 13, 2021, Regular Meeting**
6. **Approval of Cereal Malt Beverage License (packaged sales) for Family Dollar 1709 N. Buckeye**

Motion by Commissioner Marshall, seconded by Commission Ostermann to approve the Consent Agenda as presented. Roll call vote: Marshall YES, Ostermann YES, Witt YES, Rein YES. Motion carried unanimously 4-0.

Public Comments and Communications

7. **Rotarian Day Proclamation**

Mayor Rein read the proclamation for October 6, 2021, as Abilene Rotary Club Centennial Day and presented it to members of the Abilene Rotary Club.

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

Connie Franklin and Debbie Barnes, 1800 W. First Street expressed concerns regarding possible work being done on Grand Boulevard.

Public Works Director Schrader explained that the City is looking into drainage issues on Grand Boulevard but that no plans have been finalized regarding the issues.

Convention and Visitors Bureau Director Roller-Weeks announced that Abilene has been chosen as a finalist in USA Today's 2021 Reader's Choice Best Historic Small-Town contest for the third year in a row. Please vote daily at abilenekansas.org.

Old and New Business

9. Consider Ordinance No. 21-3405, **AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 9 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY AMENDING SECTION 1-909 TO ESTABLISH A MAXIMUM MILL LEVY FOR THE MAINTENANCE OF THE ABILENE PUBLIC LIBRARY.**

City Manager Marsh explained the adoption of this ordinance would give both the Abilene Library and the City of Abilene a budgeting tool to follow when working on budgets.

Wendy Moulton, Abilene Public Library Director, spoke about the library and her role in budgeting for the library and expressed her concerns regarding the establishment of a maximum mill levy for the library.

Sheila Biggs, Library Board Chair, expressed her concerns regarding this ordinance and that the library staff or board were notified in advance that this was taking place. She asked the Commission to table this item.

Ellie Cauthon, Library Board member, expressed her concerns regarding this ordinance. Costs continue to go up and this will affect the library being able to operate if a maximum mill levy is established.

Motion by Commissioner Ostermann to table this item pending further communication with the library staff and board members.

UNAPPROVED

This motion failed due to lack of second.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adopt Ordinance No. 21-3405, **AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 9 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY AMENDING SECTION 1-909 TO ESTABLISH A MAXIMUM MILL LEVY FOR THE MAINTENANCE OF THE ABILENE PUBLIC LIBRARY.**

Commissioner Witt explained the intent of this ordinance, it is a budgeting tool for both the City of Abilene and the library. If changes are needed in the future, they can be brought to the City Commission to vote on again.

City Manager Marsh explained if a mill levy increase is requested and there are valid reasons for the request, then it can be brought before the City Commission.

Roll call vote: Ostermann NO, Witt YES, Rein YES, Witt YES. Motion carried 3-1.

Reports

10. City Manager reports

Shayla has been awarded a scholarship to attend Year One of the Certification Institute at the CCMFOA Conference this year. This is the first step in the Certified Municipal Clerk process and the scholarship covers the registration fees, tuition, course materials and meals.

We interviewed 8 applicants for Shayla's former position. Megan Jenkins accepted an offer and will start on October 11th.

The city has partnered with the county and DKEDC to submit a letter of interest in a KDOT Direct Current Fast Charging request for information. If granted, this would construct an electric vehicle charging station at the I-70 Abilene exit at the Holiday Inn Express.

The Fire Department and Police Department will be pumping gas for patrons at Love's on Wednesday, September 29th at 10:00 a.m. as a fundraiser for the Children's Miracle Network.

Marcus and I have been meeting with Enterprise Fleet Management to learn about their vehicle replacement program and any cost saving advantage for the city. They will be meeting with staff this week and present information for the commission at the next study session on October 4th.

UNAPPROVED

We received word last Thursday that the Civic Center is now exempt from property taxes from March 2, 2021, forward.

Adjournment

11. Consideration of a motion to adjourn the September 27, 2021, City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 4:35 p.m. Roll call vote: Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 4-0.

(Seal)

_____
Brandon Rein, Mayor

ATTEST:

_____
Shayla L. Mohr
City Clerk

UNAPPROVED

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 10/04/21 CC SS
10/11/2021 CC

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Administration	Shayla Mohr, City Clerk/Human Resources Director	

AGENDA ITEM HEADING:

Resolution 101121-1

BACKGROUND:

Per the Personnel Policy, The City Commission may grant discretionary longevity pay permitting funds are available. If the City Commission grants the longevity pay, classified full time employees will receive the pay provided they have completed at least five consecutive years of service with the City. The schedule of the benefit is as follows:

Years of Service:	
5 through 9	$200.00
10 through 14	$400.00
15 through 19	$600.00
20 through 24	$800.00
25 and over	$1,000.00

FISCAL NOTE:

Longevity pay of $21,000 was budgeted for the 2021 budget. The amount for eligible employees this year is $15,400.00

COMMISSION ACTION:

Approval of Resolution 101121-1, approving longevity pay for qualifying full time City Employees for 2021.

RESOLUTION 101121-1

A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEES POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the governing body has previously adopted the Employees Policies and Guidelines of the City of Abilene, Kansas, and subsequent amendments thereto; and

WHEREAS, Section 13.16 of the Employees Policies and Guidelines provides that the governing body may grant discretionary longevity pay subject to the availability of funds for said purpose.

NOW THEREFORE, be it resolved by the City Commission of the City of Abilene, Kansas as follows:

SECTION ONE. Longevity Pay Approved. That Longevity Pay is hereby authorized to be paid to eligible employees of the City of Abilene, Kansas as provided in Section 13.16 of the Employees Policies and Guidelines.

SECTION TWO. Implementation. The City Manager is hereby authorized to implement the provisions of this Resolution as provided in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force and effect after its adoption by the governing body.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 11th day of October 2021.

_____

Brandon Rein, Mayor

ATTEST:

_____

Shayla L. Mohr, City Clerk

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 10/04/21
10/11/21

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Admin	Ron Marsh – City Manager	

AGENDA ITEM HEADING:

Conduct Public Hearing on creation of CID; Consider ordinance creating the CID and consider the development agreement with Guffey Properties, LLC.

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.

At the September 13, 2021, Commission meeting the Governing Body passed a resolution setting a public hearing date of October 11, 2021, on the creation of the CID.

After today's hearing is closed, the Governing Body considers adopting an ordinance creating the CID, authorizing the approving the project, authorizing the CID sales tax and creating a specific CID sales tax fund with the city.

The Governing Body can also consider approving the development agreement for operation of the CID, as well as the funding agreement with the developer to cover administrative costs related to establishing the CID.

Included in your packet is a copy of the original petition and resolution, ordinance, developers' agreement, funding agreement and the timeline for the CID process. These documents have been reviewed by the developer and the city has received the $7500 from the developer as required in the funding agreement.

The public hearing notice has been published twice in the Abilene Reflector Chronicle and copy of the notice of hearing /resolution has been mailed to all property owners in the proposed CID.

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

FISCAL NOTE:

N/A

COMMISSION ACTION:

Adopt the ordinance creating the CID and approve the developers and funding agreements.

(Published in the ***Abilene Reflector-Chronicle*** on October ___, 2021)

ORDINANCE NO. 21-3406

AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX; AND APPROVING THE METHOD OF FINANCING THE PROJECT.

WHEREAS, the governing body of the City of Abilene, Kansas (the "City"), has heretofore received a Petition filed by Guffey Properties, LLC, a Kansas limited liability company ("Developer") pursuant to K.S.A. 12-6a26, *et seq.* (the "Act") and adopted Resolution No. 091321-1 of the City, containing the time and place of a public hearing on the advisability of creating a community improvement district (the "District"), the general nature of proposed improvement project within the District (the "Project"), the estimated costs of the Project, the proposed method of financing the Project, the proposed amount of a sales tax within the District, the proposed method of assessment, if any, and a map and legal description of the proposed District; and

WHEREAS, Resolution No. 091321-1 was published twice in the ***Abilene Reflector-Chronicle***, the official City newspaper, on September 16, 2021 and September 23, 2021; and

WHEREAS, the governing body has heretofore conducted a public hearing on the advisability of creating the District, following proper notice; and

WHEREAS, the governing body hereby finds and determines it to be advisable to adopt this Ordinance to create the District, authorize the Project therein, approve the estimated costs of such Project, describe the legal description and map of the boundaries of the District, levy a community improvement district sales tax and approve the method of financing the Project, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of Community Improvement District; Legal Description and Map.

The governing body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District. The legal description of the District is as follows:

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

A map of the property contained in the District is set forth on ***Schedule I*** attached hereto and incorporated by reference herein.

SECTION 2. Description of Community Improvement District Project.

The general description of the Project 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 Developer has requested 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 Project as authorized by the Act.

SECTION 3. Authorization of Community Improvement District Project; Estimated Costs.

The governing body hereby authorizes the Project within the District. The estimated total cost of the Project is $1,600,000.00.

SECTION 4. Method of Financing.

(a) The cost of the proposed Project is proposed to be financed by "Pay-as-you-go financing," as defined in the Act, and paid from the fund of the City identified in K.S.A. 12-6a34. That portion of the Project to be funded through the District shall not exceed $500,000.00.

(b) There will be no special assessments levied on property within the boundaries of the District.

SECTION 5. Levy of Sales Tax. In order to provide funds to finance the costs of the Project, the levy, in accordance with the provisions of the Act, of a community improvement district sales tax within the District, in an amount of 2% on the selling of tangible personal property at retail or rendering or furnishing services within the District (the "Sales Tax"), is authorized and directed. The imposition of the Sales Tax shall begin at such time as is specified in the Development Agreement and as soon as the levy of the Sales Tax is approved by the Kansas Department of Revenue, and shall expire 22 years from the date its collection begins, unless the Sales Tax is terminated prior to such date in accordance with the terms of the Development Agreement. The City Clerk, upon adoption of this Ordinance and request by the Developer, shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City shall be entitled to receive an administrative fee equal to 2% of all Sales Tax revenue generated in the District to reimburse the City for its administrative costs.

SECTION 6. Development Agreement and Related Documents. The form of the Development Agreement dated as of October 11, 2021, between the City and the Developer is approved. The Mayor or member of the City's governing body authorized by law to exercise the

powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Development Agreement on behalf of the City in substantially the form presented for review prior to passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Development Agreement. The City Clerk or the Deputy City Clerk of the City is hereby authorized and directed to attest the execution of the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the City's corporate seal.

SECTION 7. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the City and publication in the official City newspaper.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 11th day of October, 2021.

_____
Brandon Rein, Mayor

Attest:

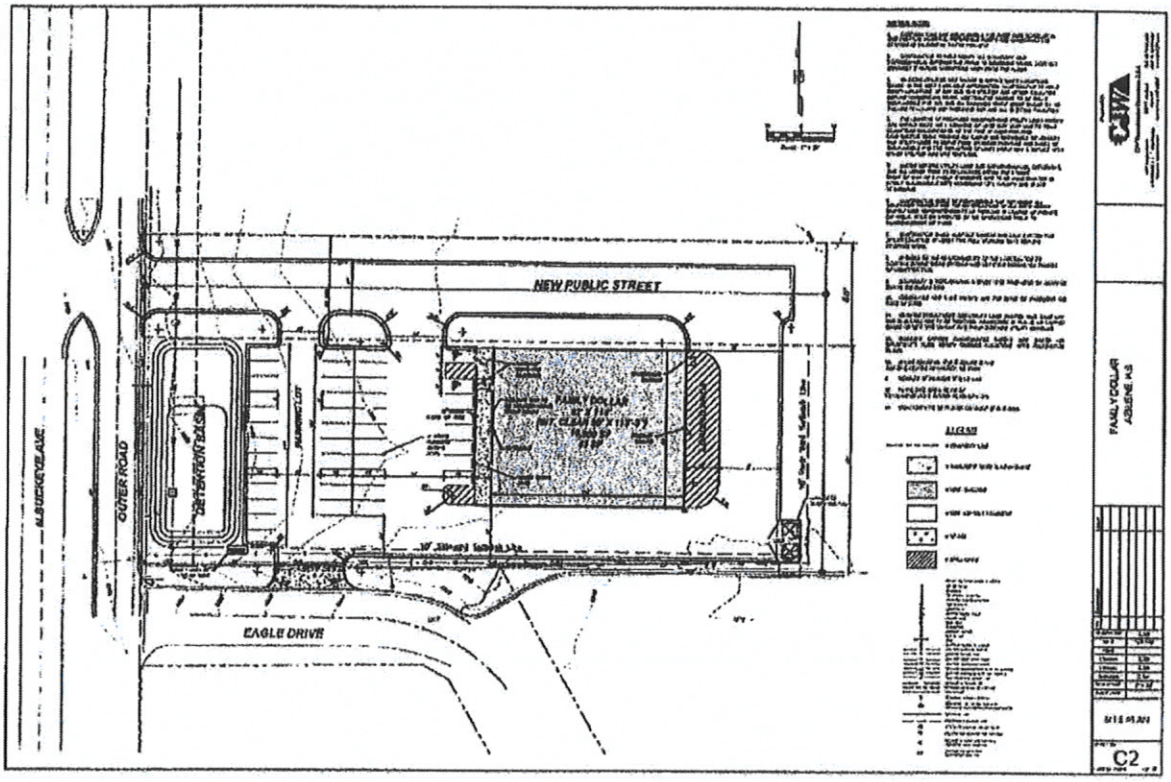
_____
Shayla L. Mohr, City Clerk

SCHEDULE I

MAP OF COMMUNITY IMPROVEMENT DISTRICT

EXHIBIT B

Depiction of District



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into as of October 11, 2021 (the "**Effective Date**"), by and between the **CITY OF ABILENE, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**") and **GUFFEY PROPERTIES, LLC,** a Missouri limited liability company (the "**Developer**") (the Developer and the City are collectively referred to as the "**Parties**" and each a "**Party**").

RECITALS

A. The Developer intends to develop a certain tract of land having a common address of 1709 N. Buckeye Avenue, Abilene, Kansas and more particularly described in ***Exhibit A*** attached hereto (the "**Property**"), including 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 Property.

B. The Developer submitted a petition to the City requesting the formation of a community improvement district and the imposition of a community improvement district sales tax of 2.0% within the district for purposes of financing certain costs related to the project.

C. On October 11, 2021, the City approved the creation of the community improvement district through the adoption of Ordinance No. 21-3406.

D. The parties wish to enter into this Agreement to establish their respective rights, duties, and obligations as they relate to the Developer's project, and to establish the terms and conditions relating to the City's reimbursement of the Developer for certain costs from the 2% community improvement district sales tax generated within the District.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement have the meanings set forth in the Recitals to this Agreement or they have the following meanings:

"**Action**" means any suit, action, investigation, claim or proceeding.

"**Affiliate Entity**" means any entity wholly-owned or controlled by either the Developer or its Principals, or any entity which owns or controls Developer or its Principals, or any entity

under common control of or by the Developer or its Principals, or under common control by the shareholders or principals of the same.

"**Certificate of Substantial Completion**" means a certificate in substantially the form attached as ***Exhibit B*** hereto furnished by the Developer and approved by the City pursuant to this Agreement upon completion of the Project.

"**Certification of CID Expenditures**" is the form attached as ***Exhibit D***.

"**CID Act**" means K.S.A. § 12-6a26 *et seq*.

"CID Cap" means $500,000.00 (excluding the City Administrative Fee).

"CID District" means a community improvement district encompassing the Property and formed in accordance with the CID Ordinance and the CID Act.

"**CID Eligible Costs**" means, collectively, (i) the actual costs of the CID Improvements not exceeding the CID Cap, and (ii) the CID Administrative Fee, all of which must be "costs" of a "project" as defined in the CID Act.

"**CID Improvements**" means that portion of the Project and other improvements within the CID District as described in the CID Petition executed by the Developer and filed with the City on August 30, 2021, the costs of which will be reimbursed to the Developer or its successors and assigns to the extent of CID Sales Tax revenues as CID Eligible Costs.

"**CID Policy**" means the policy of the City governing the use of CID within the City, as most recently approved by the Governing Body on October 11, 2016, and as amended from time-to-time thereafter.

"**CID Ordinance**" means Ordinance No. 21-3406 passed by the Governing Body of the City creating the CID District.

"**CID Sales Tax**" means an additional 2.0% sales tax on all taxable sales within the CID District authorized by the CID Act and the CID Ordinance.

"**CID Sales Tax Fund**" means the separate fund to be established by the City for deposit of the CID Sales Tax revenues received from the State and collected within the CID District, and that is used to finance or reimburse the CID Eligible Costs pursuant to the CID Act.

"**CID Sales Tax Revenues**" means annual revenues generated from the CID Sales Tax.

"**CID Term**" means a term commencing on the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the CID District and expiring on the earliest of (a) the 22nd anniversary of the date of commencement of CID Sales Tax collection; or (b) when all CID Eligible Costs have been paid; or (c) the expiration or earlier termination of this Agreement.

"**City**" means the City of Abilene, Kansas.

"**City Administrative Fee**" means an amount equal to two percent (2%) of the total annual CID Sales Tax Revenues received by the City and shall be in addition to the CID Cap.

"**City Building Code**" means the City building codes in effect in the City during construction of the Project.

"**City Indemnified Parties**" means City's Governing Body members, employees, agents and independent contractors and consultants.

"**City Manager**" means the City Manager of the City, or in the absence of the City Manager any duly appointed Deputy, Assistant or Acting City Manager.

"**City Representative**" means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.

"**Claimant**" shall mean any Party claiming a default in accordance with **Article VI** of this Agreement.

"**Construction Permits**" means all governmental permits and licenses required by applicable law to construct the Project.

"**Developer**" means Guffey Properties, LLC, a Missouri limited liability company.

"**Event of Default**" shall have the meaning set forth in **Article VI** of this Agreement.

"**Excusable Delays**" means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, earthquake, power failure, strike, shortage of materials, unavailability or shortage of labor, delays in construction of nearby public streets, roads, right-of-way, interstate or highway, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any action or inaction of any Party to this Agreement or other governmental body (including any designees of the foregoing) and any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

"**Governing Body**" means the City Commission of the City.

"**Governmental Approvals**" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project.

"**Pay-As-You-Go CID Financing**" means a method of financing pursuant to K.S.A. 12-6a34, in which the CID Eligible Costs reimbursed from CID Sales Tax are financed without notes or bonds, and the costs are reimbursed as CID Sales Tax is deposited in the CID Sales Tax Fund.

"**Petition**" means the petition for establishment of the CID District submitted by the owners of not less than fifty-five (55%) of the land area contained within the CID District and not less than fifty-five percent (55%) by assessed value of the land area contained within the CID District in accordance with the CID Act and attached hereto as ***Exhibit C***.

"**Principals**" means any entities or persons having an ownership or equity position in the Developer or Affiliate Entity.

"**Project**" means the design, engineering, constructing, furnishing, and equipping of the approximately 10,500 square foot retail facility and access roads, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure on the Property.

"**Project Approvals**" means all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to operate and maintain the Project.

"Property" means the real property described on ***Exhibit A*** hereto.

"**State**" means the State of Kansas.

"**Term**" means the term of this Agreement commencing on the Effective Date and, unless terminated earlier as provided in this Agreement, expiring on the expiration of the CID Term.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Article include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City's knowledge:

(a) ***Due Authority***. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law***. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which the City is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation***. There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) ***Governmental or Corporate Consents***. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) ***No Default***. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

Section 2.02. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) ***Due Authority***. The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) ***No Defaults or Violation of Law***. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which the Developer is now a party, and do not and will not constitute a default under any of the foregoing.

(c) ***No Litigation***. No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer in connection with the Project. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) ***No Material Change***. (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could materially adversely affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) ***Governmental or Corporate Consents***. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement.

(f) ***No Default***. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material

instrument to which the Developer is a party or by which the Developer is or may be bound, in connection with the Project.

(g) ***Approvals***. The Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. The Developer has obtained, or reasonably believes it will obtain in due course, all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project; or reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(h) ***Construction Permits***. All governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

(i) ***Compliance with Laws***. The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(j) ***Other Disclosures***. The information furnished to the City by the Developer in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 2.03. Maintenance of Existence. During the term of this Agreement, the Developer will maintain its legal existence, will continue to be in good standing under the laws of its state of organization, will continue to be qualified to do business in the State of Kansas, and, except as permitted by **Section 7.02** hereof, will not dissolve, consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Cost of the Project. The Developer shall be solely responsible for and will pay the costs of the Project, subject to the terms of this Agreement governing reimbursement for expenditures of CID Eligible Costs.

Section 3.02. Design of the Project. The Developer has designed the Project in accordance with all applicable building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

Section 3.03. Construction of the Project. The Developer will cause or has caused the Project to be engineered and constructed in accordance with the Petition, the CID Ordinance, this Agreement and all applicable laws and building codes. The Developer will obtain all Governmental Approvals for the Project and the Project will conform to all approved plans for such improvements as provided in this Agreement, applicable building codes, City Ordinances, the CID Policy and all other applicable rules and regulations.

Section 3.04. Construction Permits and Approvals. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer shall secure, or has secured, any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. The City shall cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City shall not be required to issue any such permits or approvals for any portion of the Project not in substantial conformance with this Agreement.

Section 3.05. No Waiver. Nothing in this Agreement shall constitute a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City Building Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by the City's Planning Commission and Governing Body in accordance with the City's zoning, the City Building Code and applicable State law.

Section 3.06. Certificate of Substantial Completion. After completion of the Project in accordance with the provisions of this Agreement, the Developer will submit a Certificate of Substantial Completion to the City. Substantial Completion means that the Developer or its successor, assigns, or tenant have been granted a Final Certificate of Occupancy by the City for the retail store component of the Project. The Certificate of Substantial Completion will be in substantially the form attached as ***Exhibit B***. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Developer with specific written objections, describing such objections and the measures required to correct such objections in reasonable detail. The City's execution of the Certificate of Substantial Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Project.

Section 3.07. Certification of CID Expenditures.

A. Certificate of Expenditures. After the date of the City's approval of the submitted Certificate of Substantial Completion, the Developer shall submit to the City a Certification of CID Expenditures, in the form attached as ***Exhibit D***, for purposes of (i) certifying the amount of Eligible CID Costs for which reimbursement is sought, and (ii) verifying that such costs were actually incurred by the Developer for purposes of completing the CID Improvements. The City reserves the right to require that the Certification of CID Expenditures be accompanied by such bills, contracts, invoices, lien waivers, and other documentation as the City shall reasonably require for purposes of reviewing and approving the Certificate of CID Expenditures, and also reserves the right to have its agents or employees inspect all work and records for which the Certificate of CID Expenditures is submitted.

B. Review and Approval. The City Manager shall have thirty (30) calendar days after receipt of the Certification of CID Expenditures and all supporting documentation to review and respond by written notice to the Developer. If the submitted Certification of CID Expenditures and supporting documentation demonstrates that: (1) the request relates to eligible "costs," as defined in the Act; (2) the work for which payment was made and reimbursement is sought has been completed in accordance with this Agreement; (3) the Developer is not in default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City Manager shall approve the Certification of CID Expenditures and all CID Eligible Costs contained therein shall be eligible for reimbursement from the CID Sales Tax Fund, pursuant to this Agreement. If the City Manager determines that a portion of the expenditures listed within the submitted Certification of CID Expenditures and supporting documentation for said expenditures should not be approved, the City Manager may deny the Certification of CID Expenditures, in part, and shall notify the Developer of such determination in writing, setting forth in detail the basis for the denial for each such expenditure. In the event of a partial denial of the Certification of CID Expenditures, that portion of the submitted expenditures that the City Manager approves shall be immediately eligible for reimbursement from the CID Sales Tax Fund pursuant to the terms of this Agreement. As to that portion of the submitted expenditures the City Manager determines are not eligible for reimbursement, the Developer may appeal such denial to the Governing Body by filing a written request to be heard with the City Clerk within fourteen (14) business days of the receipt of the written denial. The Governing Body shall conduct a hearing within thirty (30) days of receipt of such request and render a decision immediately upon the conclusion of such hearing.

Section 3.08. Operation of Project. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to paying any necessary fees to obtain required permits and licenses.

Section 3.09. Payment of Taxes. The Developer represents and warrants to the City that the Developer or any Affiliate Entity will pay or cause to be paid, at the times prescribed by State law, all ad valorem property taxes properly levied against the Project and the Property owned by Developer or any Affiliate Entity. Nothing in this Section 3.09 shall in any way limit Developer's or an Affiliate Entity's right to protest property taxes levied against the Project or the Property and to delay payment of such taxes until the dispute reaches a resolution.

ARTICLE IV

CID SALES TAX

Section 4.01. Imposition of Sales Tax in District. The City agrees that the CID Eligible Costs shall be reimbursed to the Developer, pursuant to the terms and conditions of this Agreement, with revenues received from the imposition of a CID Sales Tax of two percent (2%) on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601, *et seq.*, as amended) within the CID District.

Section 4.02. Commencement of CID Collection Period. Within twenty (20) days of the City's receipt of a written request from the Developer to do so, the City shall notify the state director of taxation to commence the collection and reporting of the CID Sales Tax within the CID District at the same time and in the same manner as provided for the collection of the state retailers' sales tax. Funds collected from the CID Sales Tax prior to the approval of the Certificate of Expenditures shall be held by the City in the CID Sales Tax Fund until such funds are eligible for distribution pursuant to the terms of this Agreement.

Section 4.03. CID Sales Tax Fund. During the existence of the CID District, all CID Sales Taxes generated within the District shall be deposited into the CID Sales Tax Fund, which shall be established and administered by the City in compliance with the Act and this Agreement. Interest earnings shall remain in the CID Sales Tax Fund and shall be treated in the same manner as CID Sales Tax Revenues for purposes of this Agreement.

Section 4.04. Pay-As-You-Go CID Financing. The proceeds from the CID Sales Tax shall be disbursed by the City to the Developer on a monthly basis, and within thirty (30) days of the City's receipt of the CID Sales Tax Revenues from the state treasurer, to reimburse Developer for CID Eligible Costs, if and to the extent that: (i) the term of the CID Sales Tax collection period has not yet expired (except that CID Sales Tax Revenues produced prior to expiration of the term of the CID Sales Tax collection period shall be reimbursed to Developer regardless of whether such term has expired); (ii) there are CID Sales Tax Revenues in the CID Sales Tax Fund; and (iii) the Developer is not in default under this Agreement and/or this Agreement has not been terminated.

Section 4.05. No CID Bonds. The Developer understands and agrees that all reimbursements to the Developer hereunder shall be made only from Pay-As-You-Go CID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse the Developer for the CID Eligible Costs or any other costs of the Project.

Section 4.06. Payment and Priority of City Administrative Fee. The City shall be entitled to withdraw and receive from the CID Sales Tax Fund the City Administrative Fee. The City Administrative Fee shall be used to cover the administration and other City costs during the Term. The City Administrative Fee may be paid monthly from the CID Sales Tax Revenues deposited in the CID Sales Tax Fund and shall have first priority to available funds in the CID Sales Tax Fund.

ARTICLE V

INDEMNITY

Section 5.01. Indemnification of City.

(a) Developer agrees to indemnify and hold the City and the City Indemnified Parties harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees (collectively, "Liabilities"), resulting from, arising out of, or in any way connected with the Developer's actions and undertaking in implementation of the Project or this Agreement.

It is understood that the duty of the Developer to indemnify or hold harmless as described in this Section 5.01 includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This **Section 5.01** will not apply to: (i) Liabilities to the extent resulting from or arising out of the intentional acts or negligence of the City or its officers, agents, or employees or the City Indemnified Parties, or (ii) suits between the City (or any one or more of the City Indemnified Parties) and the Developer, or (iii) Liabilities arising out of occurrences in the public right of way, except to the extent that such Liabilities arise from the intentional acts or negligence of the Developer or its officers, agents, employees, or independent contractors. This **Section 5.01** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq*.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq*.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, upon any real property Developer or an Affiliate Entity owns within the CID District. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any Action is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one

of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

(c) The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement with respect to liability that arose during the term of this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. Defaults – General. Subject to the extensions of time set forth in **Section 6.07** below, failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in **Section 6.02** below, constitutes an **"Event of Default"** under this Agreement. The Claimant will give written notice of default to the defaulting Party, specifying the nature of the default.

Section 6.02. Default Proceedings. The Claimant will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within thirty (30) days from receipt of the written notice of default set forth in **Section 6.01**, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within sixty (60) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such sixty (60) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 6.03. Remedies on Default.

(a) Whenever any Event of Default by the City occurs and is continuing, subject to applicable notice and cure periods, the only remedy that may be sought from the City is strictly limited to specific performance of this Agreement by the City.

(b) Whenever any Event of Default by the Developer occurs and is continuing, subject to applicable notice and cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and except for specific performance of this Agreement and/or (2) retain CID Sales Tax to apply to monetary defaults, and/or (3) terminate the CID Sales Tax, and/or (4) terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this ***Section 6.03(c)***, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(d) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or

abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 6.04. Legal Actions.

(a) ***Institution of Legal Actions***. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Dickinson County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law***. The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

(c) ***Acceptance of Service of Process***.

(i) In the event that any legal action is commenced by the Developer against the City, service of process on the City will be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer will be made by personal service upon an officer or agent of the Developer and will be valid whether made within or without the State or in such other manner as may be provided by law. In the event the Developer no longer has an officer or registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

Section 6.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 6.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

Section 6.07. Enforced Delay; Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by a Party hereunder will not be deemed to be in default, and all performance and other dates specified

in this Agreement will be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to default of the other Party or Excusable Delays.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times and amendments to the scope and description of the Project, which may be approved and executed on behalf of the City by the City Representative, each amendment must be approved by resolution adopted by the Governing Body. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties will take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

Section 7.02. Assignment. The Developer or an Affiliate Entity may at any time, with prior written notice to the City but without the need for approval from the City: (a) assign, transfer and convey all or substantially all of the Developer's rights and duties under this Agreement to an Affiliate Entity or the Developer; (b) make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Project; and/or (c) sell, transfer and convey all or any portion of the Project, and the underlying real property, comprising the Project to an Affiliate Entity or the Developer. Prior to the delivery and acceptance by the City of a Certificate of Substantial Completion for the Project, the Developer may, with prior written notice to the City and written approval of the City Representative: (i) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement with respect to the Project to a third party; and/or (ii) sell, transfer and convey all or any portion of the Project, and the underlying real property, comprising the Project. After the delivery and acceptance by the City of a Certificate of Substantial Completion for the Project, the Developer may, with prior written notice to the City but without the need for approval of the City: (x) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement to a third party; and/or (y) sell, transfer and convey all or any portion of the Project, and the underlying real property. Any decision to consent or refuse consent to an assignment pursuant to this **Section 7.02** requiring City consent will be solely at the discretion of the City Representative or the Governing Body, as the case may be. Nothing herein will be construed to delegate rights or responsibilities of the City under this Agreement, including without limitation the determination of eligible project costs for reimbursement. Any assignment of the Developer's rights under this Agreement may include the right to reimbursement from CID Sales Tax Revenues. With respect to any assignments which occur after the delivery and acceptance by the City of a Certificate of Substantial Completion, the City hereby agrees to waive the requirements of the CID Policy that any assignment of the right to receive CID Sales Tax Revenues shall require the consent of the City. Notwithstanding the

foregoing or anything in this Agreement to the contrary, there shall be no restriction on, and City approval shall not be required for: (1) the leasing of the Project (or any portion thereof) to tenants, or (2) the forming by Developer of additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

Section 7.03. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, will have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the CID Eligible Costs as pertinent to the purposes of this Agreement. The City acknowledges that the CID Sales Tax Fund records are open records under the laws of the State and available for inspection by Developer.

Section 7.04. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative will have the right of access to the Project, without charges or fees, with reasonable advance notice and during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing or reconstructing of the Project.

Section 7.05. No Other Agreement. The Parties agree that the Project will be implemented as agreed in this Agreement and as set forth in the CID Policy. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing or reconstructing the Project and the payment of CID Eligible Costs. Nothing in this Agreement will be deemed an amendment of the CID Policy unless specifically exempted herein or by subsequent action by the Governing Body. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 7.06. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event will the validity or enforceability of the remaining valid portions hereof be affected.

Section 7.07. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

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

Copy to: Spencer Fane LLP
Attn: Lewis A. Heaven, Jr.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

To the City: City of Abilene
Attn: City Manager
419 N. Broadway
Abilene, Kansas 67410

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 7.08. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 7.09. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval will not be unreasonably withheld.

Section 7.10. Survival of Indemnity. Notwithstanding the termination of this Agreement, the Developer's obligations set out in **Article V** will survive the expiration or earlier termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

Section 7.11. Incorporation of Exhibits. The exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 7.12. Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be

reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 7.13. No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

Section 7.14. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 7.15. Conflicts of Interest.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 7.16. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 7.17. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 7.18. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. Subject to the applicable time requirements for response, the City Representative may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this **Section 7.18**.

Section 7.19. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7.20. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

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IN WITNESS WHEREOF, the City and the Developer has duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ABILENE, KANSAS

By:_____
Brandon Rein, Mayor

(SEAL)

ATTEST:

_____
Shayla Mohr, City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF DICKINSON)

On this ____ day of October, 2021, before me personally appeared Brandon Rein, personally known, who being by me duly sworn did say that he is the Mayor of the City of Abilene, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

GUFFEY PROPERTIES, LLC

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of October, 2021, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of Guffey Properties, LLC, and that said instrument was signed and delivered on behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT B
CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Guffey Properties, LLC (the "**Developer**"), pursuant to that certain Development Agreement dated as of October 11, 2021, between the City of Abilene, Kansas (the "**City**") and the Developer (the "**Agreement**"), hereby certifies to the City as follows:

1. That as of _____, 20___, the construction, renovation, repairing, and equipping of the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Project has been completed in a good and workmanlike manner and contains all components of the Project required by or described in the Agreement.

3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Project.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30-day period) shall evidence the satisfaction of the Developer's agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

GUFFEY PROPERTIES, LLC

By:_____
Name:_____
Title:_____

ACCEPTED:

CITY OF ABILENE, KANSAS

By:_____
Name: _____
Title: _____

EXHIBIT C
CID PETITION

PETITION FOR COMMUNITY IMPROVEMENT DISTRICT (CID)
AMERICAN ADDITION

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

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

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

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

The Petition states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

a The area proposed to be included in the community improvement district (the "**District**") includes the approximately 1.5 acres legally described on ***Exhibit A*** (the "**CID Property**").

b A general map depiction of the proposed District is attached hereto as ***Exhibit B*** and incorporated herein by reference.

c The name of the proposed District is the "American Addition Community Improvement District."

2. GENERAL NATURE OF THE PROJECT

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

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

3. ESTIMATED COST OF THE PROJECT

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

4. PROPOSED METHOD OF FINANCING

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

5. PROPOSED AMOUNT AND METHOD OF ASSESSMENT

No special assessments shall be levied for the District.

6. PROPOSED AMOUNT OF CID SALES TAX

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

two percent (2.0%)

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

7. NOTICE TO SIGNERS

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

8. ACKNOWLEDGEMENTS

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

b Approval of the proposed Project or this Petition does not eliminate compliance with all applicable zoning, planning, permit and other laws relating to development of the Petitioner Property within the District.

c The estimated amount of eligible CID Project costs are anticipated to far exceed the aggregate maximum amount of CID Reimbursable Costs set forth in ***Exhibit C***; but based upon the anticipated amount of allowable CID Revenues to be generated over the CID Term, Petitioner is only requesting reimbursement of CID Reimbursable Costs in the aggregate maximum amount of $525,000 over the CID Term.

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

Guffey Properties, LLC

By: _____

Name: Kevin Guffey, Manager

VERIFICATION

STATE OF Missouri)
)ss.
COUNTY OF Maries)

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)

Brady W James
Notary Public - Notary Seal, State of Missouri - Gasconade County
Commission #18883108
My Commission Expires 5/30/2022

_____
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: _____
Abilene City Clerk

EXHIBIT A

Legal Description of District

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

EXHIBIT B

Depiction of District

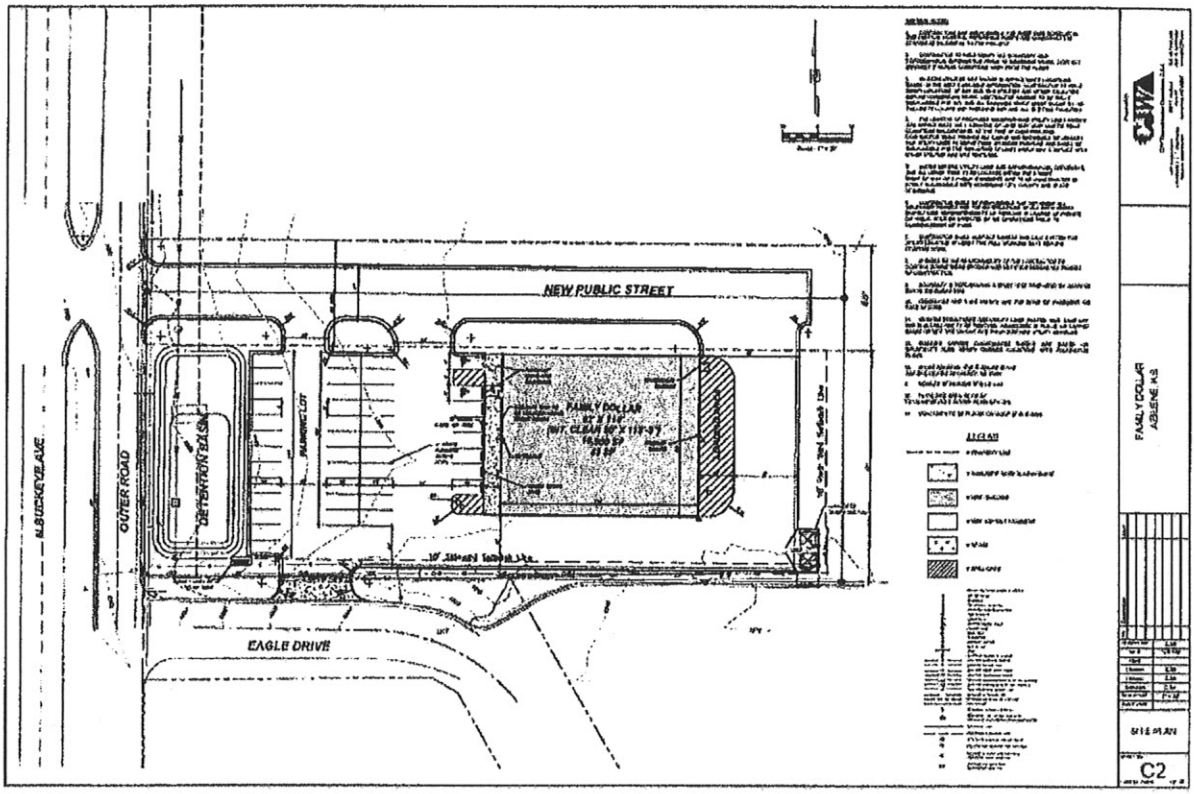


EXHIBIT D
CID CERTIFICATION OF EXPENDITURES

Date:_____

Pursuant to the Development Agreement (the "**Agreement**") between the City of Abilene, Kansas and the undersigned (the "**Developer**"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The Developer has incurred and paid "costs," as defined in the Act, in an amount of at least _____ ($_____), in connection with the construction of the Project.

2. These costs and expenses are less than or equal to the CID Cap set forth in the Agreement.

3. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

4. All of the Developer's representations set forth in the Agreement remain true and correct as of the date of this Certificate.

5. The Developer will submit to the City upon request, such bills, contracts, invoices, lien waivers, and other documentation as the City shall reasonably require for purposes of reviewing and approving this Certificate of Expenditures and verifying that the costs and expenses have been paid and qualify as CID Eligible Costs.

6. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

GUFFEY PROPERTIES, LLC

By:_____
Name:_____
Title:_____

ACCEPTED:

CITY OF ABILENE, KANSAS

By:_____
Name: _____
Title: _____

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 (*published once a week for 2 consecutive weeks – 2nd publication at least 7 days before public hearing*); 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 – *Certified Mail at least 10 days before public hearing date*
09/24/21	Second publication of resolution/notice of hearing, *must be at least 7 days before public hearing*
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

Item for City Commission Agenda

Meeting Date: 10/11/2021

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Parks and Recreation	Kellee Timbrook and Corey Jones	

AGENDA ITEM HEADING:

Mower purchase for Parks and Recreation Department

BACKGROUND:

We need to replace a mower in the Parks Department that is a 2008 with 3,300 hours on it.

We received a bid from Prairie Land Partners in the amount of $29,843.41 for the purchase of a 2022 John Deer 1570 TerrainCut Commercial Mower.

This bid is part of the Kansas Lawn Equipment Contract.

We will not receive this mower until May of 2022, but due to equipment shortages affective everyone, we need to receive approval now so the mower can be ordered.

The old mower will be placed be sold through Purple Wave.

FISCAL NOTE:

The replacement of this mower was budgeted in the 2022 budget.

COMMISSION ACTION:

Approve the bid from Prairie Land Partners in the amount of $29,843.41 for the purchase of a 2022 John Deer 1570 TerrainCuty Commercial Mower.

REQUEST FOR PURCHASE
INFORMAL BID FORM

Department _Parks and Recreation_____**Date**_10-5-21____

Purchase Order No. _____ **Invoice No.** _____

Fund & Line Item 020-000-5-303.92_____ **Budget Amount** $30,000_____

Vendor Awarded Bid_PrarieLand Partners_____

Quantity	Item to be Purchased	Price
1	John Deere 1570 TerrainCut Commercial Mower	$29,843.41

Material or Service description and Usage _John Deere commercial front mower with rear discharge deck. This mower will replace the 2016 John Deere mower. This bid is part of the Kansas Lawn Equipment Contract.

A MINIMUM OF THREE BIDS ARE REQUIRED

Vendor	Contact Person	Type of Contact (Called, Email, Mail)	Comparative Prices
PrairieLand Partners	Lucus Wilson	In person, Phone, Email	$29,843.41

Signed: _____ **Approved:** _____

Department Head **City Manager**

Date or Contract or Bid _____

Appendix A

JOHN DEERE

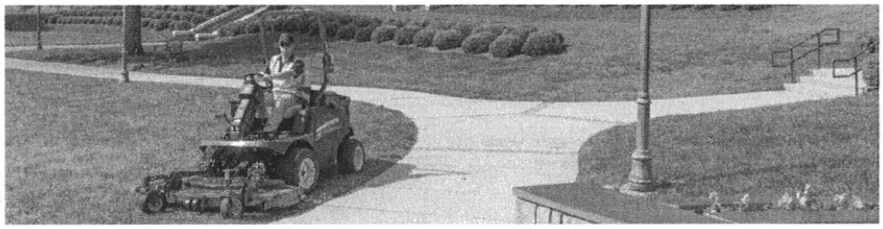
Quote Id: 25349836

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Prepared For:

ABILENE PARKS AND RECREATION DEPARTMENT



Proposal For:

Delivering Dealer:
Lucas Wilson

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410

plpjd@plpjd.com

Quote Prepared By:
Lucas Wilson
lwilson@plpjd.com

Date: 30 September 2021

Offer Expires: 30 October 2021

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Quote Summary

Prepared For:
ABILENE PARKS AND RECREATION DEPARTMENT
1020 NW 8TH ST
ABILENE, KS 67410
Business: 785-263-7266
corey@abilenecityhall.com

Delivering Dealer:
PrairieLand Partners, LLC
Lucas Wilson
1300 S Buckeye
Abilene, KS 67410
Phone: 785-263-3051
lwilson@plpjd.com

Quote ID: 25349836
Created On: 30 September 2021
Last Modified On: 30 September 2021
Expiration Date: 30 October 2021

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower Deck) **Contract:** KS Lawn Equipment Contract 44069 (PG 18 CG 22) **Price Effective Date:** September 29, 2021	$ 25,537.22	X	1	=	$ 25,537.22
JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck **Contract:** KS Lawn Equipment Contract 44069 (PG 18 CG 22) **Price Effective Date:** September 29, 2021	$ 4,306.19	X	1	=	$ 4,306.19
Equipment Total					**$ 29,843.41**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 29,843.41
Trade In	
SubTotal	**$ 29,843.41**
Est. Service Agreement Tax	$ 0.00
Total	$ 29,843.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 29,843.41**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Salesperson : X _____

Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 25349836 **Customer Name:** ABILENE PARKS AND RECREATION DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower

Hours:
Stock Number:
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)
Selling Price *
$ 25,537.22
Price Effective Date: September 29, 2021
* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2433TC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	$ 30,079.00	23.50	$ 7,068.57	$ 23,010.43	$ 23,010.43
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	23.50	$ 0.00	$ 0.00	$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	$ 0.00	23.50	$ 0.00	$ 0.00	$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	$ 2,913.00	23.50	$ 684.56	$ 2,228.44	$ 2,228.44
2011	Comfort Adjust Suspension Seat with Armrests	1	$ 390.00	23.50	$ 91.65	$ 298.35	$ 298.35
	Standard Options Total		**$ 3,303.00**		**$ 776.21**	**$ 2,526.79**	**$ 2,526.79**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 33,382.00**		**$ 7,844.78**	**$ 25,537.22**	**$ 25,537.22**

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Equipment Notes:
Hours:
Stock Number:
Contract: KS Lawn Equipment Contract 44069 (PG 18 CG 22)
Selling Price *
$ 4,306.19
Price Effective Date: September 29, 2021
* Price per item - includes Fees and Non-contract items

JOHN DEERE

Selling Equipment

Quote Id: 25349836 **Customer Name:** ABILENE PARKS AND RECREATION DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
PrairieLand Partners, LLC
1300 S Buckeye
Abilene, KS 67410
785-263-3051
plpjd@plpjd.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	$ 5,629.00	23.50	$ 1,322.81	$ 4,306.19	$ 4,306.19
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	23.50	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 5,629.00**		**$ 1,322.81**	**$ 4,306.19**	**$ 4,306.19**

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 10/04/2021

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Administration	Marcus Rothchild	

AGENDA ITEM HEADING:

Police Department Remodel Change Order

BACKGROUND:

Since our last discussion staff has been working with Bruce McMillan Architects and the State Historical Preservation Office to ensure this project would qualify for the historic tax credits. After approval of the bids, the state required additional review and a few changes before we could proceed with the project. The SHPO requested that the drop ceilings be removed, and original ceilings repaired and painted. This change effected the type of ductwork and lighting that can be used as now they will be exposed. The significant portion of the increase was due to a 40% increase in construction materials over the time since the bid was approved where price of materials went up over $35,000. On the attached sheet you can see the cost breakdown of the changes. With all updates now approved by the State Historical Preservation Office construction would be scheduled to begin on October 18, 2021, with completion in January of 2022.

FISCAL NOTE:

New total cost of $465,263
New tax credit - $116,315
City Cost after credit: $348,948

COMMISSION ACTION:

Consider approval of additional changes to continue project and qualify for historic tax credits.

Description	Quantity	Unit	Unit Cost	Total Cost
02 Existing Conditions				
Demo Labor	-6.00	HR	105.52	-633.13
				-633.13
08 Openings				
Bullet Resistant Door	-1.00	LS	1,645.00	-1,645.00
Install of Bullet Resistant Doors	-2.00	EA	447.09	-894.18
Window Film for Historic Glass	1.00	LS	527.61	527.61
				-2,011.57
09 Finishes				
Remove Acoustical Tile Ceiling	-1.00	LS	5,000.00	-5,000.00
Carpeting Install	-1.00	LS	8,310.00	-8,310.00
Paint Existing Ceiling and all Duct Work	1.00	LS	3,600.00	3,600.00
				-9,710.00
12 Furnishings				
Mill Work Materials	1.00	LS	901.00	901.00
Mill Work Materials	1.00	LS	2,412.00	2,412.00
				3,313.00
23 Heating, Ventilating and Air Conditioning				
HVAC Subcontractor	1.00	LS	46,342.00	46,342.00
				46,342.00
26 Electrical				
Electrical Subcontractor	1.00	LS	13,242.00	13,242.00
				13,242.00
			Total Cost	$50,542.30
			Overhead	0.00
			Profit	0.00
			Bond	1,263.56
			Sales Tax	0.00
			Equipment Tax	0.00
			Labor Tax	0.00
			General Liability	0.00
			General Conditions	0.00
			Sub and Materials 5%	2,594.60
			Labor 15%	-202.46
			Total Price	$54,198.00

CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 10/04/21
10/11/21

Originating Department	Prepared By:	Approved For Agenda By: *(Office Use Only)*
Administration	Ron Marsh – City Manager	

AGENDA ITEM HEADING:

Consider Charter Ordinance exempting the city of Abilene from the provisions of K.S.A. 12-5249 and providing substitute and additional provisions on the same subject relating to rural housing incentive districts.

BACKGROUND:

RHID is a program designed to aid developers in building housing within rural communities by assisting in the financing of public improvements. RHID captures the incremental increase in real property taxes created by a housing development project for up to 25 years.

In order to take advantage of the incentive, property must be within a redevelopment district. Districts are defined by the City or County and must be based on the Housing Needs Analysis (completed).

RHID is authorized for any city in Kansas with a population less than 60,000 in a county with a population of less than 80,000 or for any county with a population of less than 40,000.

With this charter ordinance the City would be able to utilize tax increment generated by a rural housing incentive district (RHID) to pay or reimburse prior payment of past, present, and future special assessments levied against property within the RHID district pursuant to K.S.A. 12-6a01 *et seq*. or K.S.A. 12-6a26 *et seq*.

The charter procedure is as follows: (1) City Commission passes the charter ordinance by a 2/3 majority vote (including the mayor); (2) the charter ordinance is published once a week for 2 consecutive weeks; and (3) the charter ordinance shall take effect 60 days after final publication, unless a petition signed by a number of electors of the City equal to not less than 10% of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk in opposition to the charter ordinance. If no sufficient protest is filed, then the charter ordinance becomes the law for the City.

Dominic Eck with Gilmore & Bell (Bond Council) will be here to walk through the Charter Ordinance and Ross Vogel with Heartland Housing Partners will be here to introduce his plan.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Recommend approving the Charter Ordinance exempting the city of Abilene from the provisions of K.S.A. 12-5249, as well as the RHID Housing Needs Resolution.

Gilmore & Bell, P.C.
09/28/2021

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE, KANSAS
HELD ON OCTOBER 11, 2021**

The governing body met in regular session at the usual meeting place in the City at 4:00 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

There was presented a Charter Ordinance entitled:

A CHARTER ORDINANCE EXEMPTING THE CITY OF ABILENE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-5249 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO RURAL HOUSING INCENTIVE DISTRICTS.

Commissioner _____ moved that the Charter Ordinance be passed. The motion was seconded by Commissioner _____. The Charter Ordinance was duly read and considered, and upon being put, the motion for the passage of the Charter Ordinance was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Charter Ordinance duly passed with at least a 2/3 vote of the governing body, and the Charter Ordinance was then duly numbered Charter Ordinance No. 29, was signed by the Mayor and attested by the Clerk and was directed to be published once a week for two consecutive weeks in the official newspaper of the City.

* * * * * * * * * * * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

_____
Clerk

Gilmore & Bell, P.C.
09/28/2021

(Published in the ***Abilene Reflector-Chronicle*** on October 14, 2021 and October 21, 2021)

CHARTER ORDINANCE NO. 29

A CHARTER ORDINANCE EXEMPTING THE CITY OF ABILENE, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-5249 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO RURAL HOUSING INCENTIVE DISTRICTS.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act"), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Abilene, Kansas (the "City") is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 12-5249 is part of an enactment of the Kansas Legislature (K.S.A. 12-5241 *et seq.*) relating to rural housing incentive districts, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City (the "Governing Body") desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-5249, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-5249, and shall be governed by the following substitute and additional provisions contained herein.

Section 2. Rural Housing Incentive Districts; Bond Proceeds; Limitations on Use.

(a) The City may use the proceeds of special obligation bonds issued under K.S.A. 12-5248, and amendments thereto, or any uncommitted funds derived from those sources of revenue set forth in K.S.A. 12-5248(a)(1), and amendments thereto, to implement specific projects identified within the rural housing incentive district plan including, without limitation:

(1) Acquisition of property within the specific project area or areas, including as provided in K.S.A. 12-5247, and amendments thereto;

(2) payment of relocation assistance;

(3) site preparation;

(4) sanitary and storm sewers and lift stations;

(5) drainage conduits, channels and levees;

(6) street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;

(7) street lighting fixtures, connection and facilities;

(8) underground gas, water, heating, and electrical services and connections located within the public right-of-way;

(9) sidewalks;

(10) water mains and extensions;

(11) payment or reimbursement for prior payment of past, present, and future special assessments levied against property within the district pursuant to K.S.A. 12-6a01 *et seq*. or K.S.A. 12-6a26 *et seq*.; and

(12) renovation of buildings or other structures more than 25 years of age primarily for residential use located in a central business district as approved by the secretary of commerce. Certification of the age of the building or other structure shall be submitted to the secretary by the governing body of the city or county with the resolution as provided by K.S.A.12-5244, and amendments thereto. Eligible residential improvements shall include only improvements made to the second or higher floors of a building or other structure. Improvements for commercial purposes shall not be eligible.

(b) None of the proceeds from the sale of special obligation bonds issued under K.S.A. 12-5248, and amendments thereto, shall be used for the construction of buildings or other structures to be owned by or to be leased to any developer of a residential housing project within the district, except for buildings or other structures located in a central business district as approved by the secretary of commerce.

Section 3. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 4. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

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PASSED with at least a two-thirds (2/3) vote of the entire governing body of the City of Abilene, Kansas, on October 11, 2021 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original Charter Ordinance No. 29; that was passed by the governing body on October 11, 2021.

DATED: October 11, 2021.

_____
Clerk

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CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF DICKINSON)

The undersigned, Clerk of the City of Abilene, Kansas (the "City"), does hereby certify that the governing body of the City duly passed Charter Ordinance No. 29 on October 11, 2021, that the Charter Ordinance was published once a week for two consecutive weeks (October 14, 2021, and October 21, 2021) in the ***Abilene Reflector-Chronicle***, the official City newspaper; that more than sixty (60) days have elapsed from the date of the last publication; and that there has been no sufficient written protest filed in my office against the Charter Ordinance, as provided in Article 12, Section 5 of the Kansas Constitution.

WITNESS my hand and official seal on October 21, 2021.

(Seal)

_____
Clerk

CITY OF ABILENE

*Check Summary Register©

Batch: 10112021PAY

	Name	Check Date	Check Amt	
002000	**Astra Bank checking**			
32310	ABILENE ANIMAL HOSPITAL, PA	10/11/2021	$84.75	IMPOUND FEES
32311	ABILENE FLYING SERVICE	10/11/2021	$279.00	REPAIR RUNWAY LIGHTS
32312	ABILENE MUNICIPAL COURT	10/11/2021	$420.00	DANIEL HENRY 20-0238 BOND APPLY
32313	ABILENE TERMITE & PEST CO	10/11/2021	$290.00	PEST CONTOL
32314	AHS BOOSTER CLUB	10/11/2021	$25.00	YEARLY MEMBERSHIP
32315	AIR AND FIRE SYSTEMS INC	10/11/2021	$1,439.35	FIRE EXTINGUISHER MAINT
32316	ALCOHOLIC BEVERAGE CONTR	10/11/2021	$50.00	CMB TAX STAMPS - SEPT 2021
32317	APAC, INC - SHEARS	10/11/2021	$3,426.13	HOT MIX
32318	ASCAP	10/11/2021	$367.00	2022 MUSIC LICENSE FEE
32319	ASTRA BANK	10/11/2021	$24,025.76	PRINICPAL & INTEREST STREET SWEEPER
32320	BLIXT CONTAINERS	10/11/2021	$270.00	ROLL OFFS: DEMO OF L. YARD BLDG
32321	BOYD EXCAVATING INC	10/11/2021	$900.00	1ST STREET RIP RAP PLACEMENT - BRIDG
32322	BRUCE MCMILLAN AIA ARCHITE	10/11/2021	$6,073.65	PD REMODEL PROJECT
32323	CARRANZA, ANGELA	10/11/2021	$131.40	MILEAGE & TURNPIKE FEES - KACM CONF
32324	CF REPAIR, LLC	10/11/2021	$150.00	10B COMPUTER HOOK UP FEE
32325	CINTAS	10/11/2021	$45.41	1ST AID SUPPLIES
32326	CIVICPLUS	10/11/2021	$4,975.00	CIVIC REC ANNUAL FEE
32327	CLARK, MIZE & LINVILLE CHART	10/11/2021	$4,712.00	AUG 2021 LEGAL SERVICE
32328	COOPER, KELLY	10/11/2021	$2,100.00	SEPT 2021 CLEANING
32329	CORE & MAIN	10/11/2021	$1,411.20	12" VALVE
32330	B & H INVESTMENTS INC.	10/11/2021	$32.00	RO SYSTEM RENTAL 9/22-10/26/21
32331	DK CTY ADMINISTRATION	10/11/2021	$1,048.90	DIESEL
32332	DK CTY SHERIFF	10/11/2021	$1,155.00	SEPT 2021 PRISONER CARE
32333	DON'S TIRE & SUPPLY	10/11/2021	$109.50	#06C ALIGNMENT/#07 TIRE REPAIR
32334	DOWNTOWN DANCE LLC	10/11/2021	$1,728.00	SEPT. FEES
32335	EAGLE TECHNOLOGY SOLUTIO	10/11/2021	$2,021.41	IT JOE'S COMPUTER
32336	EVERGY	10/11/2021	$52,769.86	ELECTRIC SERVICE
32337	FOUR SEASONS INC	10/11/2021	$784.26	REPIAR TOILET MEN'S ROOM CITY HALL
32338	FRY & ASSOCIATES, INC	10/11/2021	$2,945.45	2 REPLACEMENT BENCHES FOR CIVIC CE
32339	HOLM AUTOMOTIVE CENTER	10/11/2021	$2,971.17	UNIT 8 REPAIRS
32340	BRAD HOMMAN	10/11/2021	$1,399.99	STORM SIREN CONTROLLER REPLACEME
32341	IMAGE QUEST	10/11/2021	$383.97	COPIER CONTRACT OVERAGE 8/25-9/24/21
32342	IMPACT SPORTS & FITNESS	10/11/2021	$150.00	MATCH FOR IMPACT THE CURE 2021
32343	JERRY A. MILLER	10/11/2021	$375.00	OCT 2021 AWOS
32344	JOYCELYN LUCAS RANDLE	10/11/2021	$1,000.00	MEEKS 21-0140 21-0163: MIDDLETON 21-01
32345	KA-COMM, INC.	10/11/2021	$11,878.22	NEW INSTALLATION (NEW CAR)
32346	KANSAS GAS SERVICE	10/11/2021	$657.05	GAS SERVICE
32347	KANSAS ONE-CALL SYSTEM, IN	10/11/2021	$105.60	SEPT 2021 LOCATES
32348	KDOR-MISCELLANEOUS TAX SE	10/11/2021	$4,729.24	JULY AUG SEPT 2021 WATER PROTECTIO
32349	KS EMPLOYMENT SECURITY FU	10/11/2021	$730.67	3RD QTR 2021 UNEMPLOYMENT
32350	KS TREASURER	10/11/2021	$750.08	SEPT 2021
32351	LAMPTON WELDING SUPPLY	10/11/2021	$487.08	LEATHER GLOVES
32352	LEAGUE KS MUNICIPALITIES	10/11/2021	$163.82	ECO. DEVEL. TOOLS & 2020 MODEL PERSO
32353	LINK MEDIA OUTDOOR	10/11/2021	$1,655.00	MONTHLY BILLBOARD RENTAL - 5 BOARDS
32354	BRYAN LISBONA	10/11/2021	$1,027.05	GRAPHIC DESIGN, STEAM ENGINE T-SHIRT
32355	M & M TIRE & AUTO	10/11/2021	$65.81	REPLACED BATTERIES T35
32356	MARTINEZ, ZACHARY	10/11/2021	$210.00	21-0260 BOND REFUND - ZACHARY MARTIN
32357	MCNUTT, MATTHEW	10/11/2021	$1,381.25	16.25 HOURS @ $85 9/17-10/4/21 WEED AB
32358	MERIDIAN MEDIA LLC	10/11/2021	$140.00	WATER MAINT JOB AD
32359	MICHELLE WRIGHT	10/11/2021	$11,091.20	CID ROSEROCK LESS 2% ADMIN FFE- SEP
32360	MIDWEST CONCRETE MATERIA	10/11/2021	$2,155.75	400 BLK SPURCE/7TH & CEDAR
32361	NARAYAN, INC	10/11/2021	$3,282.21	CID HOLIDAY I LESS 2% ADMIN FEE -SEPT
32362	NEW DIRECTIONS	10/11/2021	$1,750.00	SEMI-ANNUAL EMPLOYEE ASSISTANCE PR
32363	NEX-TECH RURAL TELEPHONE	10/11/2021	$243.85	PHONE SERVICE

CITY OF ABILENE

*Check Summary Register©

Batch: 10112021PAY

	Name	Check Date	Check Amt	
32364	OLSSON	10/11/2021	$17,028.76	AIRPORT ENVIRONMENTAL ASSESSMENT
32365	PACE ANALYTICAL SERVICES	10/11/2021	$1,590.20	EFFLUENT SAMPLES
32366	RAINBOW FIREWORKS INC	10/11/2021	$6,400.00	FIREWORKS DISPLAY FOR 2022
32367	ROASTER JOES, INC	10/11/2021	$195.46	COFFEE
32368	ROBSON OIL CO, INC	10/11/2021	$9,187.47	55/1 ROT T 15W40
32369	ROLLER-WEEKS, JULIE	10/11/2021	$174.27	TRAINING
32370	RYAN & MULLIN, PA	10/11/2021	$2,916.67	CITY PROSECUTOR OCT 2021
32371	SALINA SUPPLY CO	10/11/2021	$937.43	PLUMBING PARTS
32372	SECURE SHRED OF N.C.K.	10/11/2021	$100.00	ADMIN SHREDDING SEPT 2021
32373	SMITH HEATING & AIR	10/11/2021	$12.24	FURNACE REPAIR
32374	SUMMIT TRUCK GROUP	10/11/2021	$480.64	#10B REPAIR
32375	SUPERIOR SANITATION SERVIC	10/11/2021	$438.00	OCT 2021 TRASH SERVICE @ CVB, RECYC
32376	THE PHONE CONNECTION	10/11/2021	$79.90	INSTALL STARFAX @ P & R, WWTP & SR. C
32377	THOMAS FAMILY SIGNS	10/11/2021	$300.00	5 MONTHS RENT FOR K-15 BOARD
32378	TRIPLETT, INC	10/11/2021	$8,035.80	CID PROPERTY 6 LESS 2% ADMIN FEE - SE
32379	TYLER TECHNOLOGIES, INC	10/11/2021	$17,446.30	TYLER U - ANNUAL SERVICE 9/1/21-8/31/22
32380	UNIFIRST CORPORATION	10/11/2021	$1,692.58	UNIFORM SERVICE
32381	US BANK EQUIPMENT FINANCE	10/11/2021	$438.46	COPIER USAGE
32382	VAN DIEST CHEMICAL CO	10/11/2021	$390.00	CHEMICALS
32383	VYVE BROADBAND	10/11/2021	$470.00	EBS ADMIN & PD OCT 2021
32384	WASHINGTON ROOFING & INSU	10/11/2021	$300.00	ROOF REPAIR MATERIAL
32385	WEIS FIRE & SAFETY EQUIPME	10/11/2021	$425.00	SCENE LIGHTS
		Total Checks	$231,593.22	

FILTER: (([Act Year]='2021' and [period] in (10))) and (Source in ('10112021PAY'))

CITY OF ABILENE

Payments

Current Period: September 2021

Payments Batch MANUAL092721KE $400.00

Refer	3864 *FLINT HILLS YOUTH FOOTBALL LE*			
Cash Payment	E 015-153-522880 YOUTH FOOTBALL	FOOTBALL PLAYER FESS 4 X $100		$400.00
Invoice	STM 080621 8/6/2021			
Transaction Date	9/27/2021	Astra Bank checking 002000	**Total**	$400.00

Fund Summary

	002000 Astra Bank checking
015 RECREATION COMMISSION	$400.00
	$400.00

Pre-Written Checks	$0.00
Checks to be Generated by the Computer	$400.00
Total	$400.00

City of Abilene
Payroll Expenditures Report
10/01/2021 PR #20

PAYROLL CODE		TOTALS		
	NET SALARIES	$ 77,800.20		
051 & 501	OASDI - CITY/EMPLOYEE	$ 13,627.02		
049 & 502	MEDICARE - CITY/EMPLOYEE	$ 3,186.88		
001	FEDERAL WITHHOLDING - EMPLOYEE	$ 8,779.72		
503	KPERS - CITY	$ 5,669.44		
056, 057, 059	KPERS EMPLOYEE	$ 3,835.02	**$**	**9,504.46**
505	KPERS RETIREE/EMPLOYER	$ -		
153	KPERS GROUP LIFE - EMPLOYEE	$ 161.64		
504	KPF - CITY	$ 10,816.31		
61	KPF EMPLOYEE	$ 3,391.95	**$**	**14,208.26**
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	$ 4,731.54		
120	AFLAC After Tax D&L - EMPLOYEE	$ 173.58		
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$ 587.16		
102	VISION CARE DIRECT - EMPLOYEE	$ 94.69		
104	VSP VISION PLANS - EMPLOYEE	$ 159.74		
140	HEALTH INSURANCE - EMPLOYEE	$ 6,173.21		
510	HEALTH INSURANCE - CITY	$ 17,828.84	**$**	**24,002.05**
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	**$ 161,415.22**		