



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

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

1. Call to Order
2. Roll Call: ___ Rein ___ Marshall ___ Ostermann ___ Shafer ___ Witt
3. Pledge of Allegiance

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

4. Agenda Approval for the December 13, 2021, City Commission Meeting
5. Meeting Minutes: November 22, 2021, Regular Meeting
6. Approval of annual Cereal Malt Beverage renewals
7. Accept resignation of Tony Whitehair from Tree Board
8. Appoint Hayley Whitehair to Tree Board to fill vacancy-term expiring 2023
9. Removal of Jeffrey Higgins from Planning Commission

Public Comments and Communications

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

Old and New Business

11. Approve accepting the Right-of-Way Deeds, transferring ownership of the subject properties in the Hidden Meadows Addition to the City of Abilene.
12. Consider sending a request to the Planning Commission to review the amendment of Section 9-3 and the Embedded Table 9-1 of the Zoning Regulations to remove the option of a Conditional Use Permit for a First floor dwelling in the C-4 district.
13. Approve Resolution No. 121321-1 **A RESOLUTION OF THE CITY OF ABILENE, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS \$500.**
14. Adopt Ordinance 21-3408 **AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY AMENDING EXISTING SECTIONS 4-101, 4-117 AND 4-118 TO REPEAL THE PROHIBITION OF OWNING PIT BULL DOGS, AND TO CLASSIFY AND REGULATE RECKLESS DOG OWNERS, ALL WITHIN THE CITY OF ABILENE, KANSAS.**
15. Approve acceptance of the Airport Rescue Grant Agreement from the FAA in the amount of \$32,000.00 and authorize the City Finance Director or City Manager to sign said agreement.

Reports



16. City Manager's Reports

Adjournment

- 17.** Consideration of a motion to adjourn the December 13, 2021, City Commission meeting.

Future Meeting Reminders:

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



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
November 22, 2021 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Marsh, Human Resources Director/City Clerk Mohr, Finance Director Rothchild, City Attorney Martin, Convention and Visitors Bureau Director Roller-Weeks, Public Works Administrative Assistant Hiatt, Fire Chief Strunk, Police Chief Hatter and Public Works Director Schrader.

3. Pledge of Allegiance

Consent Agenda

4. Agenda Approval for the November 22, 2021, City Commission Meeting

5. Meeting minutes: November 8, 2021, Regular Meeting

6. Appointment of Corey Jones to the Tree Board

7. Resolution No. 112221-1, **A RESOLUTION AUTHORIZING CERTAIN SIGNATURES ON DEPOSIT ACCOUNTS AT FINANCIAL INSTITUTIONS FOR THE CITY OF ABILENE, KANSAS.**

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

Public Comments and Communications

8. Recognition of John Barbur – 30 Years on Tree Board

Mayor Rein recognized John Barbur for his 30 years as a member of the Abilene Tree Board.

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

Hank Royer presented Convention and Visitors Bureau Director Roller-Weeks with a grant in the amount of \$25,000.00 on behalf of the Jeffcoat Foundation in recognition of her accomplishments promoting the Abilene Convention and Visitors Bureau especially during the Covid pandemic during which tourism took a big financial hit.

Hank Royer also spoke about the need to keep business local.

Elizabeth Weese, Community Foundation Director, spoke about the need to keep business local.

Old and New Business

10. Enterprise Fleet Management Agreement

Finance Director Rothchild gave an update on other comparable cities that use Enterprise Fleet Management, all are very happy with the service provided.

Tim Holm, Holm Automotive, spoke regarding the importance of keeping business local and urged the Commission not to approve the agreement with Enterprise Fleet Management.

Commissioner Witt inquired as to how much Holm Automotive busy would be hurt if the vehicles were delivered through Holm Automotive and they were able to apply Holm's sticker to the car and collect the delivery fees.

Commissioner Marshall inquired if the approval of this agreement would cause Holm Automotive to get rid of employees.

Tim Holm replied no.

Mayor Rein inquired about the proposal the was requested from Mr. Holm for a fleet management agreement with Holm Automotive.

Mr. Holm was unable to prepare an agreement due to lack of inventory.

Ken Olsen, Enterprise Fleet Management explained the specifics of the fleet management agreement.

Hank Royer spoke against the approval of the fleet management agreement.

Motion by Commissioner Witt, seconded by Mayor Rein to authorize the City Manager to sign the agreement with Enterprise Fleet Management. Roll call vote: Ostermann NO, Shafer NO, Witt YES, Rein YES, Marshall NO. Motion failed 2-3.

Reports

11. City Manager reports

Construction on the PD remodel continues. We are still waiting to hear from a structural engineer on shoring up the ceiling and trusses and associated costs.

We will begin initial coordination meetings in the next few weeks for the NW 14th Street reconstruction project. We anticipate beginning construction in the Spring of 2023.

Several staff members attended the emergency management tabletop exercise sponsored by Dickinson County Emergency Management last week. It was a good introduction to start the process of preparing for disaster response. There will be a follow up 2 ½ day functional exercise April 11-13, 2022.

We have received final approval from the Kansas Department of Health and Environment to begin drilling and construction of well #23.

Reminder the City Christmas Party will be by December 11th at the Elks.

There will be no meeting next week as it is the fifth Monday of the month.

Adjournment

12. Consideration of a motion to adjourn the November 22, 2021 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Witt to adjourn at 5:12 p.m. Roll call vote: Shafer YES, Witt YES, Rein YES, Marshall YES, Ostermann YES. Motion carried unanimously 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
City Clerk

UNAPPROVED



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

12/13/2021

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Shayla Mohr, City Clerk

AGENDA ITEM HEADING:

Annual approval of Cereal Malt Beverage Licenses

BACKGROUND:

All paperwork and payments have been received for the following Cereal Malt Beverage Licenses. All inspections have also been completed.

Abilene 24/7 – 2200 N. Buckeye – packaged sales
Casey's General Store – 201 S. Buckeye – packaged sales
Family Dollar #32690 – 1709 N. Buckeye – packaged sales
Historic Abilene Inc. – Old Abilene Town – 500 SE 5th St. – on premise
Joe Snuffy's – 209 W. First Street – on premise
Kwik Shop – 1401 N. Buckeye – packaged sales
Love's Travel Stops – 2322 Fair Rd. – packaged sales
Pizza Hut – 1703 N. Buckeye – on premise
Corner Stop – Cenex – 100 S. Buckeye – packaged sales
Liberty Cenex – 601 S. Buckeye – packaged sales
Snacks – 2000 N. Buckeye – packaged sales
Southside Bar – 210 W. First Street – on premise
Tossed N Sauced Pizza – 306 NW 3rd Street – on premise
West Stop – 420 N. Buckeye – packaged sales
West Stop West – 1324 NW 3rd Street – packaged sales
West's Plaza Country Mart – 1900 N. Buckeye – packaged sales
Zey's Market – 1020 W. First Street – packaged sales

At the time of sending out the agenda – Dollar General Store #22963 – 409 N. Buckeye-packaged sales has not completed their paperwork. They may be added for approval if everything is received and completed by meeting time. If not it will be on the next regular meeting agenda if completed.

FISCAL NOTE:

COMMISSION ACTION:

Approve 2022 Cereal Malt Beverage License renewals.

From: Tony W <tonywhitehair@gmail.com>
Sent: Friday, December 10, 2021 11:17 AM
To: Jennie Hiatt <jennie@abilenecityhall.com>
Subject: Tree board

To the Abilene City Commissioners and Tree Board:

This email is to notify you of my intent to resign from my position on the City of Abilene Tree Board effective immediately. Thank you

Tony Whitehair



APPLICATION FOR APPOINTMENT TO CITY OF ABILENE BOARDS OR COMMISSIONS

Note: Application will remain active for three years from the date signed.

Name of Applicant: Hayley Whitehair Address: 215 NE 13th St. Abilene
How many years have you resided in Dickinson County? 1.5 ☐ Registered voter?
Home Telephone 785-630-1273 Work Telephone 785-263-2001 Email: hayleyw8@ksu.edu
Board or Commission Applying For: Tree Board Type of work is employed in (1) Extension Agent

Please state why you are interested in serving on this Board/Commission/Council and indicate what expertise and/or capabilities you would bring to this Board/Commission/Council. (please use extra space on back as needed.)

I am new to the town so this is a great opportunity for me to get to know the community. I have a passion for all plants including trees. My Associates degree is in Horticulture + Bachelor degree is in general Agriculture - Hort concentration. I've taken college courses on landscape design, tree ID, pruning, etc... I'm the Horticulture Agent for Chisholm Trail Extension District so I can provide beneficial resources from the University.

1) Some restrictions apply to City Board or Commission appointments, so this information is needed to assure compliance with these restrictions

What other boards (city, county, school, hospital, etc.) or elected offices are you currently serving on? What other boards (city, county, school, hospital, etc.) or elected offices have you served on?

I have not served on a board

Please list any present and past community volunteer activities:

4-H Program Volunteer, Clay County

To the best of your knowledge, would the appointment on your desired Board/Commission/Council create any conflicts of interest due to your employment or business endeavors? If yes, explain.

Not that I'm aware of

Signature of Applicant: Hayley Whitehair Date: 12/3/21
Received by Administrative Assistant _____ Date: _____

Return completed application to:

City of Abilene
PO Box 519
Abilene, KS 67410-0519



City of Abilene
Item for City Commission Agenda

Meeting Date: 12/13/21

Originating Department

Planning & Zoning

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Removal of Jeffrey Higgins from the Planning Commission

BACKGROUND:

At the December 7, 2021 Planning Commission meeting, a motion was made and seconded to remove Jeffrey Higgins from the Planning Commission. The motion carried unanimously with a 4-0 vote.

Per the Planning Commission Bylaws Article 3, Section 5, the commission may recommend to the City Commission removal of any member who has three consecutive absences from regular meetings. Jeffrey Higgins has not been in contact with the Planning Commission since February 2021. He was appointed in January 2021 to fill a vacancy of a term that will expire in January 2023.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Consider removal of Jeffrey Higgins from the Planning Commission



City of Abilene
Item for City Commission Agenda

Meeting Date: **12/13/21**

Originating Department

Planning & Zoning

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Petition from Hidden Meadows Townhomes property owners regarding the private property/alley located between NW 5th St. and NW 4th St. off Washington St.

BACKGROUND:

A petition was received by city staff on October 5, 2021, regarding the property to the south of the Hidden Meadows Townhomes. It is currently private property, owned by four property owners that reside in the townhomes, and accessible to all property owners in this vicinity.

Attached are four Right-of-Way Deeds granting the City a right-of-way interest and transferring legal ownership of the subject property to the City. This returns the subject property to the exact legal status that existed prior to the City's vacation of the subject property on November 13, 2001. By clearly specifying the property as right-of-way/alley, it ensures that the abutting property owners' duties to maintain the grass and trees, City Code 4-601 & 4-704.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Approve accepting the ROW Deeds transferring legal ownership of the subject property (legal description outlined on each deed) to the City.

RIGHT-OF-WAY DEED

This Right-of-Way Deed is made this ____ day of December, 2021, by and between DWIGHT H. GREENOUGH and SHAROLYN E. GREENOUGH, husband and wife (the “Grantors”), and the CITY OF ABILENE, KANSAS, a municipal corporation (the “City”):

GRANT: The Grantors, for good and valuable consideration, hereby convey to the City the fee of the parcel of real estate described and depicted on the attached and incorporated Exhibit A (the “Real Estate”) as public right-of-way (the “Right-of-Way”) for the purposes of locating, constructing, and maintaining:

- A. Public means of transportation including roadways, streets, alleys, bridges, sidewalks, paths, crosswalks, and traffic control devices;
- B. Public drainage structures including, but not limited to, culverts, pipes, levees, and channels; and
- D. Poles, wires, conduit, pipeline, and junction boxes for the purposes of conducting, transmitting, and distributing water, sewage, electricity, gas, and electronic communications by the City, and its authorized franchisees and licensees.

TERM: The Right-of-Way shall be perpetual.

OWNERSHIP: Grantors covenant that they own the Real Estate and have the right, title, and capacity to grant the Right-of-Way.

IN WITNESS WHEREOF, the Grantors have executed this Right-of-Way Deed to be effective as of the day and year written above.

Dwight H. Greenough

Sharolyn E. Greenough

ACCEPTANCE OF RIGHT-OF-WAY DEED

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla Mohr, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Dwight H. Greenough and Sharolyn E. Greenough, husband and wife.

My appointment expires:

Notary Public
Printed name: _____

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Brandon Rein as Mayor and Shayla Mohr, as City Clerk of the City of Abilene, Kansas.

My appointment expires:

Notary Public
Printed name: _____

[A real estate sales validation questionnaire is not required pursuant to K.S.A. 79-1437e(a)(13)]

LEGAL DESCRIPTION (Parcel 1)

A parcel of land located in Lot 1, Hidden Meadows Townhomes Addition, to the City of Abilene, Dickinson County, Kansas, more particularly described as follows:

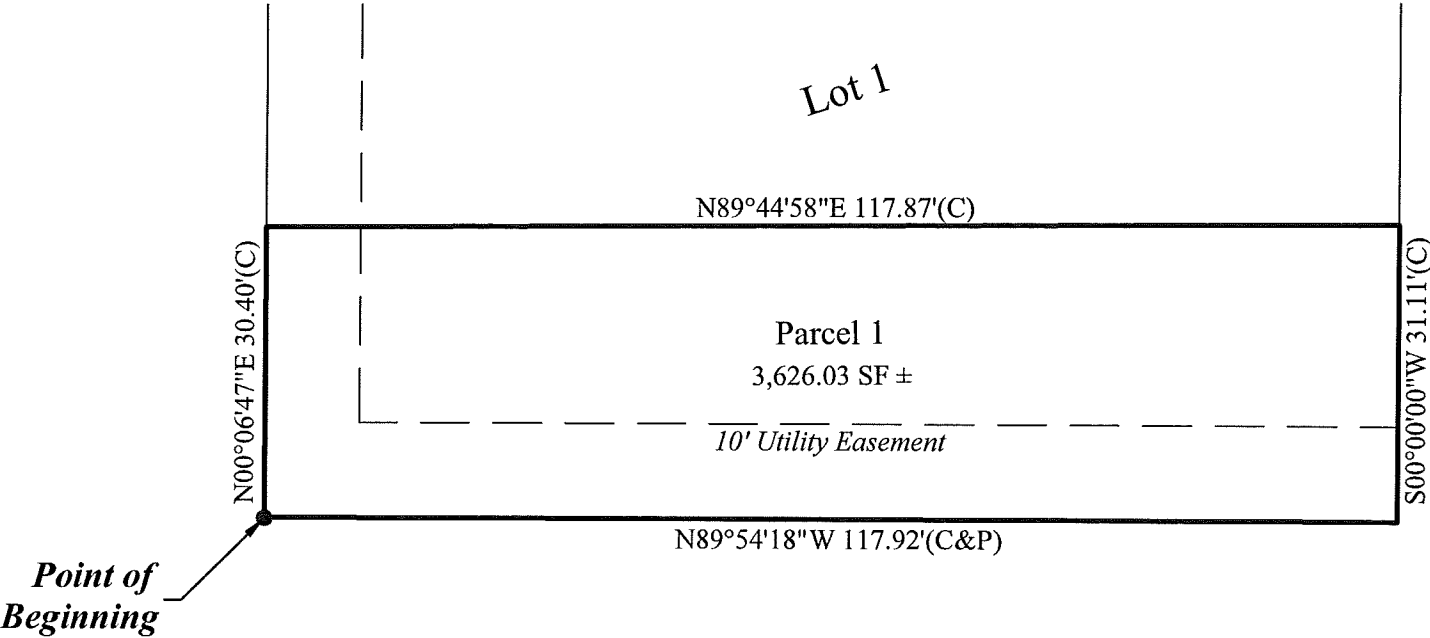
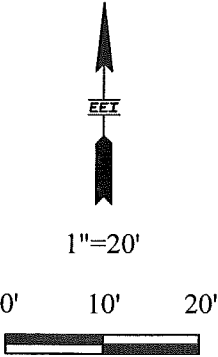
Beginning at the Southwest corner of said Lot,
-thence N00°06'47"E along the West line of said Lot a distance of 30.40 feet;
-thence N89°44'58"E a distance of 117.87 feet to the East line of said Lot;
-thence S00°00'00"W along said East line a distance of 31.11 feet to the Southeast corner of said Lot;
-thence N89°54'18"W along the South line of said Lot a distance of 117.92 feet to the Point of Beginning.

Said parcel contains 3,626.03 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Legal Description prepared by Thad C. Reynolds, L.S.#1354, on September 24, 2021.

LEGEND

- Found bar w/ "Landmark 1201" cap
Origin: B. Delker
- M Measured Distance
- C Calculated Distance
- P Platted Distance



EARLES ENGINEERING & INSPECTION, INC.			
Engineers – Surveyors – Construction Inspectors			
116 N. Augustus St.	211 North Kansas	112 W. 4th St.	
McPherson, Ks 67460	Liberal, Kansas 67901	Pittsburg, Ks 66762	
(785)309-1060	(620)626-8912	(620)308-5577	
Email: earlesinc@earleseng.com			
FIELDWORK:	TR	Certificate of Survey Parcel located in Lot 1, Hidden Meadows Townhomes Add. Abilene, KS	
DRAWN BY:	JR		
CHECKED BY:	TR		
DATE:	9/24/2021		
FILE NO:	21-740		
SHEET	3	OF	6
			Shirk

RIGHT-OF-WAY DEED

This Right-of-Way Deed is made this ____ day of December, 2021, by and between LINDA M. SHIRK, a single person (the “Grantor”), and the CITY OF ABILENE, KANSAS, a municipal corporation (the “City”):

GRANT: The Grantor, for good and valuable consideration, hereby conveys to the City the fee of the parcel of real estate described and depicted on the attached and incorporated Exhibit A (the “Real Estate”) as public right-of-way (the “Right-of-Way”) for the purposes of locating, constructing, and maintaining:

- A. Public means of transportation including roadways, streets, alleys, bridges, sidewalks, paths, crosswalks, and traffic control devices;
- B. Public drainage structures including, but not limited to, culverts, pipes, levees, and channels; and
- D. Poles, wires, conduit, pipeline, and junction boxes for the purposes of conducting, transmitting, and distributing water, sewage, electricity, gas, and electronic communications by the City, and its authorized franchisees and licensees.

TERM: The Right-of-Way shall be perpetual.

OWNERSHIP: Grantor covenants that she owns the Real Estate and has the right, title, and capacity to grant the Right-of-Way.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way Deed to be effective as of the day and year written above.

Linda M. Shirk

ACCEPTANCE OF RIGHT-OF-WAY DEED

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla Mohr, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Linda M. Shirk, a single person.

My appointment expires:

Notary Public
Printed name: _____

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Brandon Rein as Mayor and Shayla Mohr, as City Clerk of the City of Abilene, Kansas.

My appointment expires:

Notary Public
Printed name: _____

[A real estate sales validation questionnaire is not required pursuant to K.S.A. 79-1437e(a)(13)]

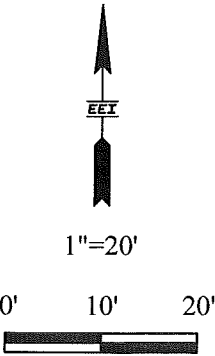
LEGAL DESCRIPTION (Parcel 2)

A parcel of land located in Lot 2, Hidden Meadows Townhomes Addition, to the City of Abilene, Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of Lot 1 of said Addition, thence S89°54'18"E along the South line of said Lot 1 a distance of 117.92 feet to the Southeast corner of said Lot, also being the Point of Beginning of parcel to be described;
-thence continuing S89°54'18"E along the South line of Lot 2 a distance of 112.50 feet to the Southeast corner of said Lot;
-thence N00°00'00"E along the East line of said Lot a distance of 31.79 feet;
-thence S89°44'58"W a distance of 112.50 feet to the West line of said Lot;
-thence S00°00'00"W along said West line a distance of 31.11 feet to the Point of Beginning.

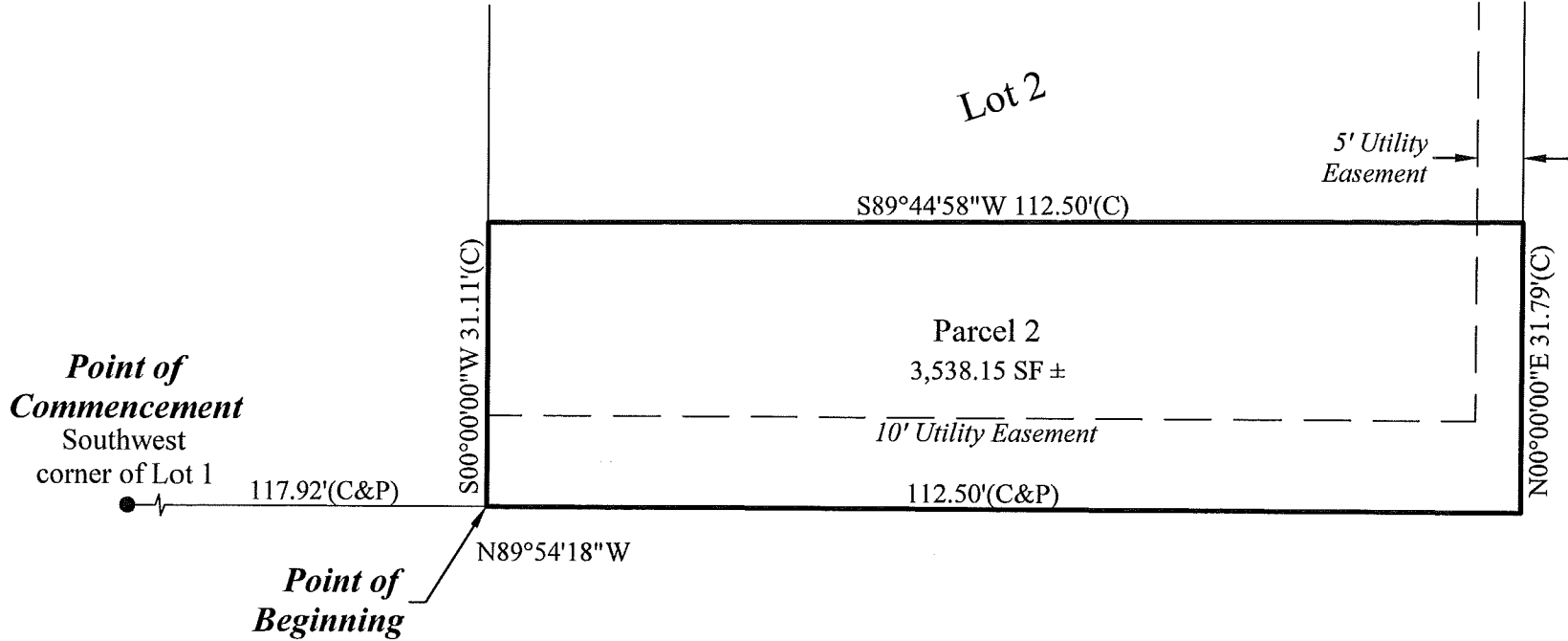
Said parcel contains 3,538.15 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Legal Description prepared by Thad C. Reynolds, L.S.#1354, on September 24, 2021.



LEGEND

- Found bar w/ "Landmark 1201" cap
Origin: B. Delker
- M Measured Distance
- C Calculated Distance
- P Platted Distance



EARLES ENGINEERING & INSPECTION, INC.			
Engineers – Surveyors – Construction Inspectors			
116 N. Augustus St.	211 North Kansas	112 W. 4th St.	
McPherson, Ks 67460	Liberal, Kansas 67901	Pittsburg, Ks 66762	
(785)309-1060	(620)626-8912	(620)308-5577	
Email: earlesinc@earleseng.com			
FIELDWORK:	TR	Certificate of Survey Parcel located in Lot 2, Hidden Meadows Townhomes Add. Abilene, KS	
DRAWN BY:	JR		
CHECKED BY:	TR		
DATE:	9/24/2021		
FILE NO:	21-740		
SHEET	4	OF	6
Shirk			

RIGHT-OF-WAY DEED

This Right-of-Way Deed is made this ____ day of December, 2021, by and between DEAN E. REHM and VICKI S. REHM, husband and wife (the “Grantors”), and the CITY OF ABILENE, KANSAS, a municipal corporation (the “City”):

GRANT: The Grantors, for good and valuable consideration, hereby convey to the City the fee of the parcel of real estate described and depicted on the attached and incorporated Exhibit A (the “Real Estate”) as public right-of-way (the “Right-of-Way”) for the purposes of locating, constructing, and maintaining:

- A. Public means of transportation including roadways, streets, alleys, bridges, sidewalks, paths, crosswalks, and traffic control devices;
- B. Public drainage structures including, but not limited to, culverts, pipes, levees, and channels; and
- D. Poles, wires, conduit, pipeline, and junction boxes for the purposes of conducting, transmitting, and distributing water, sewage, electricity, gas, and electronic communications by the City, and its authorized franchisees and licensees.

TERM: The Right-of-Way shall be perpetual.

OWNERSHIP: Grantors covenant that they own the Real Estate and have the right, title, and capacity to grant the Right-of-Way.

IN WITNESS WHEREOF, the Grantors have executed this Right-of-Way Deed to be effective as of the day and year written above.

Dean E. Rehm

Vicki S. Rehm

ACCEPTANCE OF RIGHT-OF-WAY DEED

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla Mohr, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Dean E. Rehm and Vicki S. Rehm, husband and wife.

My appointment expires:

Notary Public
Printed name: _____

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Brandon Rein as Mayor and Shayla Mohr, as City Clerk of the City of Abilene, Kansas.

My appointment expires:

Notary Public
Printed name: _____

[A real estate sales validation questionnaire is not required pursuant to K.S.A. 79-1437e(a)(13)]

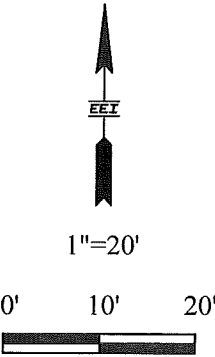
LEGAL DESCRIPTION (Parcel 3)

A parcel of land located in Lot 3, Hidden Meadows Townhomes Addition, to the City of Abilene, Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southeast corner of Lot 4, thence N89°54'18"W along the South line of said Lot a distance of 117.27 feet to the Southeast corner of Lot 3, also being the Point of Beginning of parcel to be described;
-thence continuing N89°54'18"W along the South line of Lot 3 a distance of 112.35 feet to the Southwest corner of said Lot;
-thence N00°00'00"E along the West line of said Lot a distance of 31.79 feet;
-thence N89°44'58"E a distance of 112.35 feet to the East line of said Lot;
-thence S00°00'00"W along said East line a distance of 32.47 feet to the Point of Beginning.

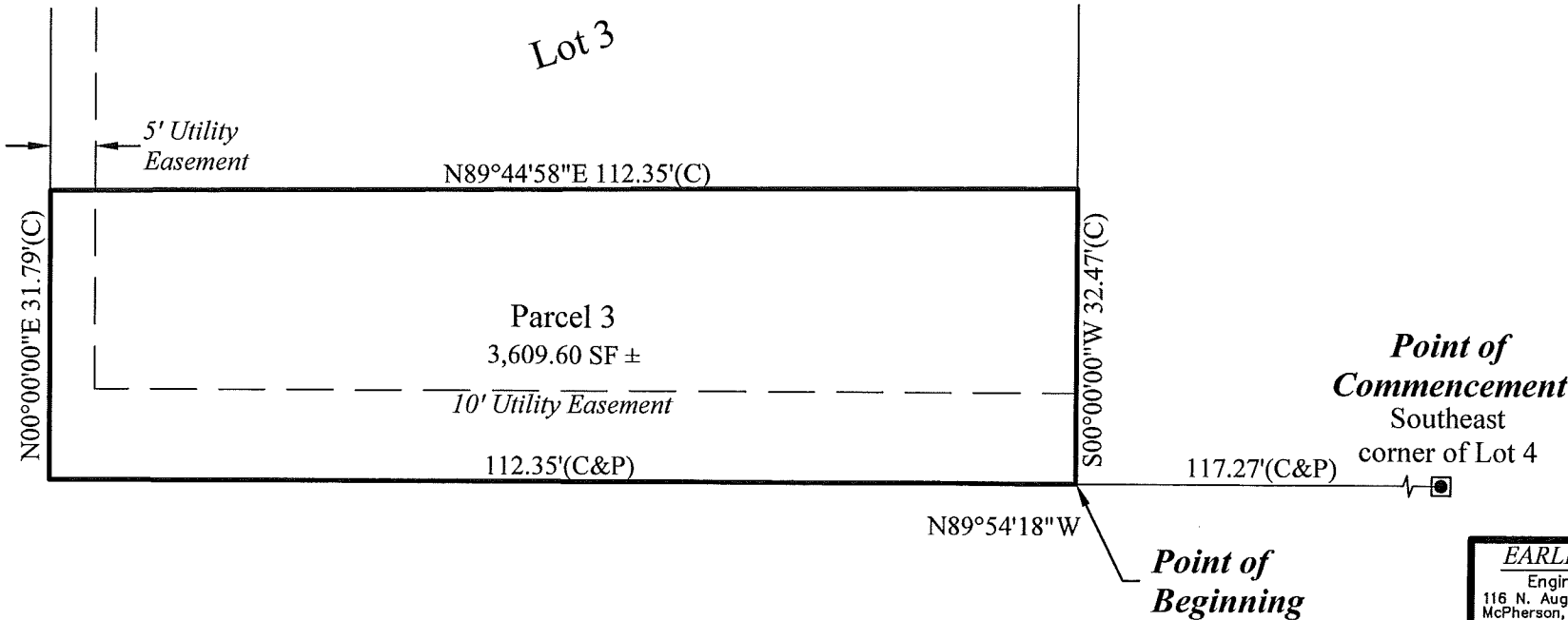
Said parcel contains 3,609.60 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Legal Description prepared by Thad C. Reynolds, L.S.#1354, on September 24, 2021.



LEGEND

- Found bar w/ "Landmark CLS-116" cap
Origin: T. Reynolds
- M Measured Distance
- C Calculated Distance
- P Platted Distance



EARLES ENGINEERING & INSPECTION, INC.		
Engineers – Surveyors – Construction Inspectors		
116 N. Augustus St. McPherson, Ks 67460 (785)309-1060	211 North Kansas Liberal, Kansas 67901 (620)626-8912	112 W. 4th St. Pittsburg, Ks 66762 (620)308-5577
Email: earlesinc@earleseng.com		
FIELDWORK:	TR	Certificate of Survey Parcel located in Lot 3, Hidden Meadows Townhomes Add. Abilene, KS
DRAWN BY:	JR	
CHECKED BY:	TR	
DATE:	9/24/2021	
FILE NO:	21-740	
SHEET	5 OF 6	Shirk

RIGHT-OF-WAY DEED

This Right-of-Way Deed is made this ____ day of December, 2021, by and between AFK PROPERTIES, LLC, a Kansas limited liability company (the “Grantor”), and the CITY OF ABILENE, KANSAS, a municipal corporation (the “City”):

GRANT: The Grantor, for good and valuable consideration, hereby conveys to the City the fee of the parcel of real estate described and depicted on the attached and incorporated Exhibit A (the “Real Estate”) as public right-of-way (the “Right-of-Way”) for the purposes of locating, constructing, and maintaining:

- A. Public means of transportation including roadways, streets, alleys, bridges, sidewalks, paths, crosswalks, and traffic control devices;
- B. Public drainage structures including, but not limited to, culverts, pipes, levees, and channels; and
- D. Poles, wires, conduit, pipeline, and junction boxes for the purposes of conducting, transmitting, and distributing water, sewage, electricity, gas, and electronic communications by the City, and its authorized franchisees and licensees.

TERM: The Right-of-Way shall be perpetual.

OWNERSHIP: Grantor covenants that she owns the Real Estate and has the right, title, and capacity to grant the Right-of-Way.

IN WITNESS WHEREOF, the Grantor has executed this Right-of-Way Deed to be effective as of the day and year written above.

AFK PROPERTIES, LLC

By: _____
Name: _____
Title: _____

ACCEPTANCE OF RIGHT-OF-WAY DEED

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla Mohr, City Clerk

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by _____ (name), as _____ (title) of AFK Properties, LLC, a Kansas limited liability company.

My appointment expires:

Notary Public
Printed name: _____

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on December ____, 2021, by Brandon Rein as Mayor and Shayla Mohr, as City Clerk of the City of Abilene, Kansas.

My appointment expires:

Notary Public
Printed name: _____

[A real estate sales validation questionnaire is not required pursuant to K.S.A. 79-1437e(a)(13)]

LEGAL DESCRIPTION (Parcel 4)

A parcel of land located in Lot 4, Hidden Meadows Townhomes Addition, to the City of Abilene, Dickinson County, Kansas, more particularly described as follows:

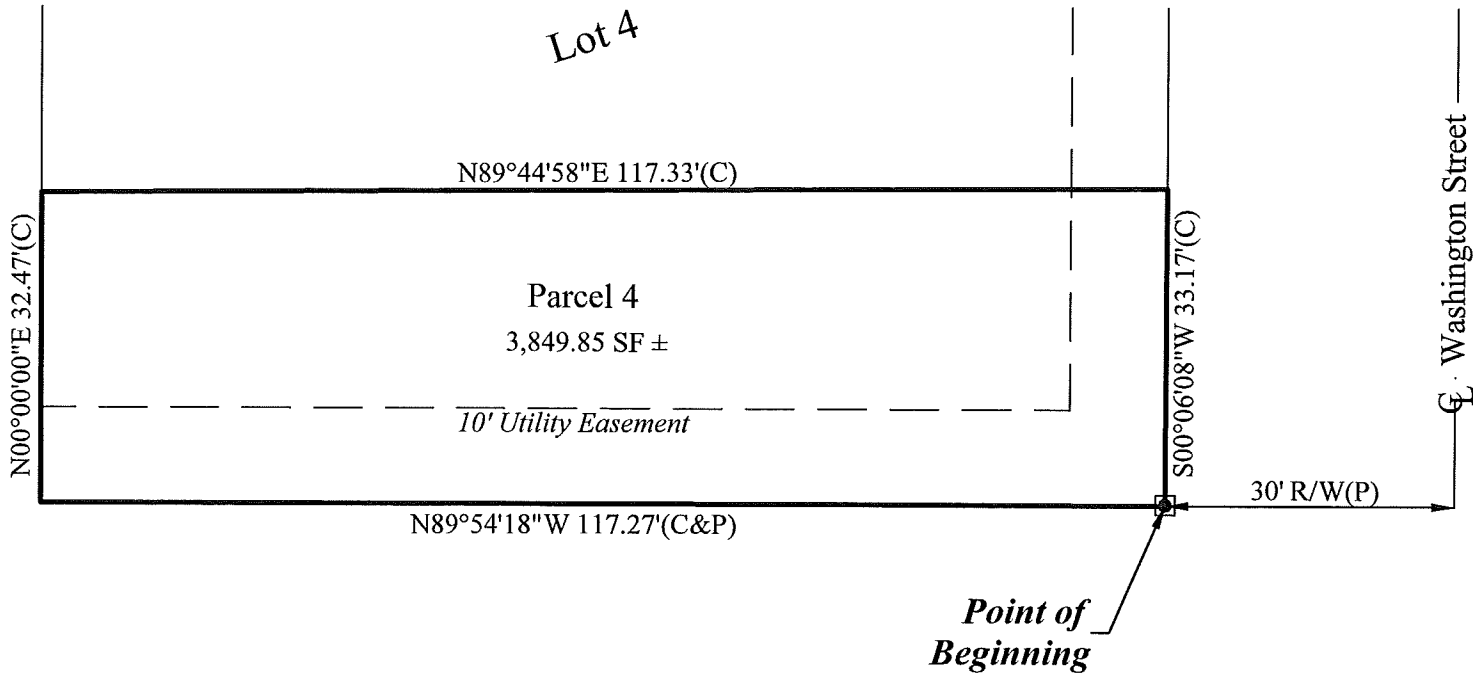
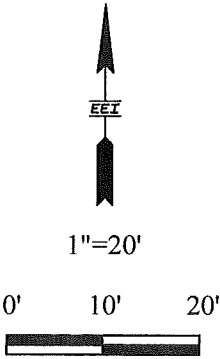
Beginning at the Southeast corner of said Lot,
-thence N89°54'18"W along the South line of said Lot a distance of 117.27 feet to the Southwest corner of said Lot,
-thence N00°00'00"E along the West line of said Lot a distance of 32.47 feet;
-thence N89°44'58"E a distance of 117.33 feet to the East line of said Lot;
-thence S00°06'08"W along said East line a distance of 33.17 feet to the Point of Beginning.

Said parcel contains 3,849.85 square feet, more or less, and is subject to easements, reservations and restrictions of record.

Legal Description prepared by Thad C. Reynolds, L.S.#1354, on September 24, 2021.

LEGEND

- Found bar w/ "Landmark CLS-116" cap
Origin: T. Reynolds
- M Measured Distance
- C Calculated Distance
- P Platted Distance



EARLES ENGINEERING & INSPECTION, INC. Engineers - Surveyors - Construction Inspectors 116 N. Augustus St. 211 North Kansas 112 W. 4th St. McPherson, Ks 67460 Liberal, Kansas 67901 Pittsburg, Ks 66762 (785)309-1060 (620)626-8912 (620)308-5577 Email: earlesinc@earleseng.com		
FIELDWORK:	TR	Certificate of Survey Parcel located in Lot 4, Hidden Meadows Townhomes Add. Abilene, KS
DRAWN BY:	JR	
CHECKED BY:	TR	
DATE:	9/24/2021	
FILE NO:	21-740	
SHEET	6 OF 6	Shirk

City of Abilene
Item for City Commission Agenda

Meeting Date: 12/13/21

Originating Department

Planning & Zoning

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Proposed ordinance to amend Section 9-3 and the embedded Table 9-1 of the zoning regulations to remove the option of a Conditional Use Permit for a first-floor dwelling in the C-4 district.

BACKGROUND:

A request was received to evaluate the current zoning regulations regarding first floor dwellings in the C-4 district with an issuance of a Conditional Use Permit, as stated in Table 9-1 of Section 9-3:

TABLE 9-1

P = Indicates Permitted Uses C = Indicates Conditional Uses

USE		C-1	C-2	C-3	C-4
12.	Dwellings: When dwelling unit(s) located on other than ground floor of commercial structure.	P	P	P	P(7)

(7) Allowed on 1st floor with the issuance of a Conditional Use Permit pursuant to Section 26- 2.

The option would be to amend the code and remove the (7) and continue to only allow residential dwellings on any level other than the ground floor of the commercial structure.

In order to advance this item, it would be necessary for the Planning Commission or City Commission to formally initiate and request the amendment (see Section 26-101(b)). Then, the Planning Commission should hold a public hearing to consider the change (following publication of a notice of hearing in the newspaper). If the amendment is approved by the Planning Commission, it should advance to the City Commission for final approval.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Approve or not approve initiating the requested amendment to the Abilene Planning Commission



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

12/13/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Admin

Ron Marsh

AGENDA ITEM HEADING:

Opioid Settlement Resolution

BACKGROUND:

In 2021 the State Legislature passed HB 2079 to govern the distribution of settlement funds from the Opioid Settlement. The bill requires 75% of the settlement funds to go to the state and 25% to be split between municipal governments.

The state Attorney General's office, the Kansas Association of Counties and the League of Kansas Municipalities are finalizing an MOW governing how the local funds will be distributed and used.

The city is required to certify, by resolution, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation, and the city will use settlement funds on purposes approved in the MOU.

The resolution has been prepared by the City Attorney for your approval.

FISCAL NOTE:

Revenue from settlement

COMMISSION ACTION:

Approve the Opioid Settlement Resolution

RESOLUTION NO. 121321-1

A RESOLUTION OF THE CITY OF ABILENE, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing municipalities such as the City of Abilene to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Abilene sustained damages related to the opioid epidemic; and

WHEREAS, the City of Abilene desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. The Governing Body hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form developed by the League of Kansas Municipalities, the Kansas Association of Counties, and the Attorney General pursuant to the Act (a copy of the final document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Manager, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The Mayor, City Manager, City Clerk, and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

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

Brandon Rein, Mayor

ATTEST:

Shayla Mohr, City Clerk

REVIEWED AND APPROVED AS TO FORM:

Aaron O. Martin, City Attorney



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

12/13/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Admin

Ron Marsh

AGENDA ITEM HEADING:

Consider amending Chapter 4, Article 1 Animal Control, of the Abilene City Code, specifically sections 4-101 Definitions, 4-117 Prohibited Animals and 4-118 Exceptions.

BACKGROUND:

Included in the agenda packet is a draft ordinance amending Chapter 4, Article 1 Animal Control of the city code. Both a red line version and clean version are attached.

The ordinance repeals the existing pit bull ban and adds a section to classify and regulate "reckless dog owners". This includes designating the Police Chief as the person who issues the determination of reckless dog owner and establishes the City Commission as the body the hears any appeals of the Police Chief's decision on the subject.

These amendments remove ambiguity and will help clarify the city code making it easier to understand by all.

FISCAL NOTE:

No fiscal considerations

COMMISSION ACTION:

Recommend approving amending Sections 4-101, 4-117 and 4-118 in Chapter 4, Article 1 of the Abilene City Code.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY AMENDING EXISTING SECTIONS 4-101, 4-117, AND 4-118 TO REPEAL THE PROHIBITION ON OWNING PIT BULL DOGS, AND TO CLASSIFY AND REGULATE RECKLESS DOG OWNERS, ALL WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Section 4-101 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-101. Definitions.

For the purpose of this chapter, the following words and phrases shall mean:

- (a) Abandon means the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animals means all vertebrate and invertebrate animals such as, but not limited to cats (any member of the species feliscatus), dogs (any member of the species canis familiaris), bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated, regardless of sex.
- (c) Animal Shelter means the facility or facilities operated by the city or its authorized agents for the purpose of impoundment or caring for animals under the authority of this chapter or state law.
- (d) At-large means to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be “at-large.”
- (e) Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.
- ~~(f) Cat means any member of the species feliscatus, regardless of sex.~~
- ~~(g) Dog means any member of the species canis familiaris, regardless of sex.~~
- ~~(h)~~(f) Fowl means all animals that are included in the zoological class aves.
- ~~(i)~~(g) Harbor means any person who shall allow any animals to habitually remain or lodge or to be fed within his or her home, store, yard, enclosure or place of business or any other premises where he or she resides or controls.
- ~~(j)~~(h) Humane Live Animal Trap means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.

~~(k)~~(i) _____ Humanely Euthanasia means the proper injection of a substance that quickly and painlessly terminates the life of an animal, or any other method approved by the American Veterinary Medical Association or the American Humane Society.

~~(h)~~(j) _____ Immediate Control means the regulation and supervision by a competent person so that an animal is unable to run or get loose at will.

~~(m)~~(k) _____ Kennel means any establishment, commercial or otherwise, maintained for breeding, rearing, grooming, boarding, or otherwise harboring in an enclosure in one (1) location only, five (5) or more dogs.

~~(n)~~(l) _____ Livestock includes, but is not limited to cattle, horses, goats, sheep or other animals, commonly regarded as farm or ranch animals.

~~(o)~~(m) _____ Neutered means any male or female cat or dog that has been permanently rendered sterile.

~~(p)~~(n) _____ Own means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal, including, but not limited to cats, dogs, exotic animals, fowl and livestock. If a minor owns any such animal subject to the provisions of this chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.

~~(q)~~ **Pit Bull Dog means:**

~~(1) The bull terrier breed of dog~~

~~(2) The Staffordshire bull terrier breed of dog~~

~~(3) The American pit bull terrier breed of dog~~

~~(4) The American Staffordshire terrier breed of dog~~

~~(5) Dogs of mixed breed or of other breeds than listed which breed or mixed breed is known as pit bulls, pitbull dogs or pitbull terriers~~

~~(6) Any dog which has the appearance and characteristics of being predominantly of the breeds of bull terrier, Staffordshire bull terrier, American pit bull terrier, American Staffordshire terrier, any other breed commonly known as pit bulls, pit bull dogs or pit bull terriers, or a combination of any of these breeds~~

~~(x)~~(o) _____ Owner means the one who owns, or an employee, agent, or other competent person into whose charge the actual owner has placed an animal described in Subsection ~~(p)~~n above.

~~(y)~~(p) _____ Vaccination means an injection of a vaccine, approved by the State Board of Public Health and administered by a licensed veterinarian for the purpose of immunizing an animal against rabies.

~~(z)~~(q) _____ Veterinarian means a doctor of veterinary medicine licensed by the State of Kansas.

~~(aa)~~(r) _____ Vicious animal means:

(1) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;

(2) Any animal which attacks a human being or domestic animal without provocation;

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; and

(4) Any animal which is urged by its owner or harbinger to attack, or whose owner or harbinger threatens to provoke such animal to attack, any Law

Enforcement Officer or Animal Control Officer while such officer is engaged in the performance of official duty.

SECTION 2. Section 4-117 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-117. Prohibited animals.

It shall be unlawful to keep, harbor, own or in any way possess:

- (a) Any domestic livestock or fowl, including but not limited to cattle, swine, horses, mules, sheep, goats, chickens, ducks, geese and turkeys, except that:
 - (1) Registered purebred miniature Vietnamese pot-bellied pigs and other similar registered purebred miniature pigs may be maintained within the city limits, subject to the conditions stated in Section 4-123 below; and
 - (2) Permitted chickens may be maintained within the city limits, subject to the conditions stated in Section 4-124 below.
- (b) Any warm-blooded, carnivorous, or omnivorous, wild or exotic animals (including, but not limited to nonhuman primates, raccoons, skunks, foxes and wild and exotic cats but excluding fowl, ferrets and small rodents or varieties used for laboratory purposes).
- (c) Any animal having poisonous bites.
~~—Any pit bull dog.~~

SECTION 3. Section 4-118 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-118. Reckless Dog Owner.

- (a) Any person convicted of:
 - (1) a violation of any provision of this article three (3) or more times in a 24 (twenty-four) month period; or
 - (2) a violation of section 4-116 two (2) or more times in any five-year period, shall be declared a reckless dog owner.
- (b) The Police Chief shall issue a notification of the declaration of reckless dog owner to the person with the following:
 - (1) name and address of the person subject to the declaration;
 - (2) the description, violation, and conviction that led to the declaration;
 - (3) the name, description, and license number of all dogs subject to the effects of the declaration; and
 - (4) instructions on appealing the declaration to the City Commission.

A person declared to be a reckless dog owner may appeal to the City Commission within 30 days of the date of the declaration. Upon appeal, the person must provide clear and convincing proof that the person does not qualify as a reckless dog owner under this section.
- (c) Once declared a reckless dog owner, the city registration of all dogs owned by the person shall be revoked, and the person shall not own, keep, possess, or harbor a dog for a period of five (5) full years from the date of the declaration.

(d) A person declared to be a reckless dog owner may apply to the Police Chief to have the declaration waived after two (2) years upon meeting the following conditions:

- (1) The person has no subsequent violations of this article; and
- (2) The person provides proof to the Police Chief of successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with the Police Chief, or his or her designee, establishes that understanding.

If the Police Chief finds sufficient evidence that the person has complied with all conditions in this subsection, the Police Chief may rescind the reckless owner declaration subject to conditions that can help to ensure no future violations. If the Police Chief declines to remove the declaration, the person aggrieved may appeal to the City Commission within 30 days of that decision. Upon appeal, the person must provide clear and convincing proof that ownership of a dog in the future will be handled responsibly and not in violation of any law or ordinance.

SECTION 4. Existing Sections 4-101, 4-117, and 4-118 are hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. _____ Summary

On December 13, 2021, the City Commission passed Ordinance No. _____. The ordinance amends Chapter 4 of the City Code of the City of Abilene, Kansas by amending existing Sections 4-101, 4-117, and 4-118 to repeal the existing prohibition on owning pit bull dogs, and to classify and regulate reckless dog owners, all within the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

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

Brandon Rein, Mayor

Attest:

Shayla Mohr, City Clerk

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

Aaron O. Martin, City Attorney

ORDINANCE NO. 21-3408

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY AMENDING EXISTING SECTIONS 4-101, 4-117, AND 4-118 TO REPEAL THE PROHIBITION ON OWNING PIT BULL DOGS, AND TO CLASSIFY AND REGULATE RECKLESS DOG OWNERS, ALL WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Section 4-101 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-101. Definitions.

For the purpose of this chapter, the following words and phrases shall mean:

- (a) Abandon means the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animals means all vertebrate and invertebrate animals such as, but not limited to cats (any member of the species *feliscatus*), dogs (any member of the species *canis familiaris*), bovine cattle, horses and other equines, hogs, goats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated, regardless of sex.
- (c) Animal Shelter means the facility or facilities operated by the city or its authorized agents for the purpose of impoundment or caring for animals under the authority of this chapter or state law.
- (d) At-large means to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be “at-large.”
- (e) Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.
- (f) Fowl means all animals that are included in the zoological class aves.
- (g) Harbor means any person who shall allow any animals to habitually remain or lodge or to be fed within his or her home, store, yard, enclosure or place of business or any other premises where he or she resides or controls.
- (h) Humane Live Animal Trap means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.
- (i) Humanely Euthanasia means the proper injection of a substance that quickly and painlessly terminates the life of an animal, or any other method approved by the American Veterinary Medical Association or the American Humane Society.

- (j) Immediate Control means the regulation and supervision by a competent person so that an animal is unable to run or get loose at will.
- (k) Kennel means any establishment, commercial or otherwise, maintained for breeding, rearing, grooming, boarding, or otherwise harboring in an enclosure in one (1) location only, five (5) or more dogs.
- (l) Livestock includes, but is not limited to cattle, horses, goats, sheep or other animals, commonly regarded as farm or ranch animals.
- (m) Neutered means any male or female cat or dog that has been permanently rendered sterile.
- (n) Own means and includes own, keep, harbor, shelter, manage, possess, or have a part interest in any animal, including, but not limited to cats, dogs, exotic animals, fowl and livestock. If a minor owns any such animal subject to the provisions of this chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.
- (o) Owner means the one who owns, or an employee, agent, or other competent person into whose charge the actual owner has placed an animal described in Subsection (n) above.
- (p) Vaccination means an injection of a vaccine, approved by the State Board of Public Health and administered by a licensed veterinarian for the purpose of immunizing an animal against rabies.
- (q) Veterinarian means a doctor of veterinary medicine licensed by the State of Kansas.
- (r) Vicious animal means:
 - (1) Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
 - (2) Any animal which attacks a human being or domestic animal without provocation;
 - (3) Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting; and
 - (4) Any animal which is urged by its owner or harbinger to attack, or whose owner or harbinger threatens to provoke such animal to attack, any Law Enforcement Officer or Animal Control Officer while such officer is engaged in the performance of official duty.

SECTION 2. Section 4-117 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-117. Prohibited animals.

It shall be unlawful to keep, harbor, own or in any way possess:

- (a) Any domestic livestock or fowl, including but not limited to cattle, swine, horses, mules, sheep, goats, chickens, ducks, geese and turkeys, except that:
 - (1) Registered purebred miniature Vietnamese pot-bellied pigs and other similar registered purebred miniature pigs may be maintained within the city limits, subject to the conditions stated in Section 4-123 below; and
 - (2) Permitted chickens may be maintained within the city limits, subject to the conditions stated in Section 4-124 below.

- (b) Any warm-blooded, carnivorous, or omnivorous, wild or exotic animals (including, but not limited to nonhuman primates, raccoons, skunks, foxes and wild and exotic cats but excluding fowl, ferrets and small rodents or varieties used for laboratory purposes).
- (c) Any animal having poisonous bites.

SECTION 3. Section 4-118 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

4-118. Reckless Dog Owner.

- (a) Any person convicted of:
 - (1) a violation of any provision of this article three (3) or more times in a 24 (twenty-four) month period; or
 - (2) a violation of section 4-116 two (2) or more times in any five-year period, shall be declared a reckless dog owner.
- (b) The Police Chief shall issue a notification of the declaration of reckless dog owner to the person with the following:
 - (1) name and address of the person subject to the declaration;
 - (2) the description, violation, and conviction that led to the declaration;
 - (3) the name, description, and license number of all dogs subject to the effects of the declaration; and
 - (4) instructions on appealing the declaration to the City Commission.

A person declared to be a reckless dog owner may appeal to the City Commission within 30 days of the date of the declaration. Upon appeal, the person must provide clear and convincing proof that the person does not qualify as a reckless dog owner under this section.
- (c) Once declared a reckless dog owner, the city registration of all dogs owned by the person shall be revoked, and the person shall not own, keep, possess, or harbor a dog for a period of five (5) full years from the date of the declaration.
- (d) A person declared to be a reckless dog owner may apply to the Police Chief to have the declaration waived after two (2) years upon meeting the following conditions:
 - (1) The person has no subsequent violations of this article; and
 - (2) The person provides proof to the Police Chief of successful completion of a program designed to improve the person's understanding of dog ownership responsibilities and based upon an interview with the Police Chief, or his or her designee, establishes that understanding.

If the Police Chief finds sufficient evidence that the person has complied with all conditions in this subsection, the Police Chief may rescind the reckless owner declaration subject to conditions that can help to ensure no future violations. If the Police Chief declines to remove the declaration, the person aggrieved may appeal to the City Commission within 30 days of that decision. Upon appeal, the person must provide clear and convincing proof that ownership of a dog in the future will be handled responsibly and not in violation of any law or ordinance.

SECTION 4. Existing Sections 4-101, 4-117, and 4-118 are hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 21-2408 Summary

On December 13, 2021, the City Commission passed Ordinance No. 21-3408. The ordinance amends Chapter 4 of the City Code of the City of Abilene, Kansas by amending existing Sections 4-101, 4-117, and 4-118 to repeal the existing prohibition on owning pit bull dogs, and to classify and regulate reckless dog owners, all within the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

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

Brandon Rein, Mayor

Attest:

Shayla Mohr, City Clerk

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

Aaron O. Martin, City Attorney



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

12/3/2021

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Airport

Marcus Rothchild

AGENDA ITEM HEADING:

Airport Rescue Grant Agreement

BACKGROUND:

The Abilene Municipal Airport has qualified for an additional Airport Rescue Grant from the Federal Aviation Administration. This grant will be for \$32,000. The airport can use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. After acceptance of the grant, the City will have four years to drawdown and expend the funds.

FISCAL NOTE:

Maximum obligation payable under this grant is \$32,000.

COMMISSION ACTION:

Provide authority to execute the grant to the City Manager or Finance Director as the City's authorized representatives for the Abilene Municipal Airport.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

November 9, 2021

Mr. Marcus Rothchild
Finance Director
City of Abilene
419 N. Broadway St.
Abilene, KS 67410

Dear Mr. Rothchild:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-20-0001-015-2022 for Abilene Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 9, 2021

Airport/Planning Area Abilene Municipal

Airport Rescue Grant No. 3-20-0001-015-2022

Unique Entity Identifier 043753672

TO: City of Abilene

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **July 27, 2021**, for a grant of Federal funds at or associated with the **Abilene Municipal Airport**, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Abilene Municipal Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Abilene Municipal Airport** incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$32,000**, allocated as follows:

\$32,000	ARPA General [KW]
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2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 15**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated November 29, 2021

City of Abilene

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: Marcus Rothchild

(Type Name of Sponsor's Designative Official/Representative)

Title: Finance Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
 - b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
 - c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
 - d. Hatch Act — 5 U.S.C. 1501, et. seq.²
 - e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
 - f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
 - g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
 - h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
 - i. Clean Air Act, P.L. 90-148, as amended.
 - j. Coastal Zone Management Act, P.L. 93-205, as amended.
 - k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
 - l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
 - m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
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- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses

⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

- It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

- It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment

of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Abilene, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 27, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

City of Abilene
Payroll Expenditures Report
11/26/2021 PR #24

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	76,965.32
051 & 501	OASDI - CITY/EMPLOYEE	\$	13,604.00
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,181.54
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	9,305.95
503	KPERS - CITY	\$	5,573.96
056, 057, 059	KPERS EMPLOYEE	\$	3,770.43
		\$	9,344.39
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	164.45
504	KPF - CITY	\$	11,118.60
61	KPF EMPLOYEE	\$	3,486.74
		\$	14,605.34
155	KPF GROUP LIFE- EMPLOYEE	\$	56.27
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	\$	4,835.65
120	AFLAC After Tax D&L - EMPLOYEE	\$	173.58
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	559.22
102	VISION CARE DIRECT - EMPLOYEE	\$	87.54
104	VSP VISION PLANS - EMPLOYEE	\$	150.53
140	HEALTH INSURANCE - EMPLOYEE	\$	5,652.98
510	HEALTH INSURANCE - CITY	\$	16,185.00
		\$	21,837.98
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	317.50
506	HEALTH SAVINGS ACCOUNT - CITY	\$	272.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	256.69
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	\$	1,052.84
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	159,073.69

City of Abilene
Payroll Expenditures Report
12/10/2021 PR #25

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	90,390.75
051 & 501	OASDI - CITY/EMPLOYEE	\$	16,477.42
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	3,853.60
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	14,344.55
503	KPERS - CITY	\$	7,324.44
056, 057, 059	KPERS EMPLOYEE	\$	4,954.53
		\$	12,278.97
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	164.49
504	KPF - CITY	\$	12,420.76
61	KPF EMPLOYEE	\$	3,895.09
		\$	16,315.85
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	\$	6,178.89
120	AFLAC After Tax D&L - EMPLOYEE	\$	173.58
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	559.22
102	VISION CARE DIRECT - EMPLOYEE	\$	63.23
104	VSP VISION PLANS - EMPLOYEE	\$	236.50
140	HEALTH INSURANCE - EMPLOYEE	\$	6,124.97
510	HEALTH INSURANCE - CITY	\$	17,432.40
		\$	23,557.37
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	317.50
506	HEALTH SAVINGS ACCOUNT - CITY	\$	272.50
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	\$	1,052.84
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	188,852.70

CITY OF ABILENE

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***Check Detail Register©**

Batch: 121321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
32623	12/13/21	ABCREATIVE, INC			
E 001-006-521200		PLAYGROUND EQUIP R	\$322.43	21328	PLAYGROUND DIGGER REPLACEMENT PARTS
		Total	\$322.43		
32624	12/13/21	ABILENE & SMOKY VALLEY RR			
E 015-153-522900		SPECIAL EVENTS	\$510.00	STM 120721	102 PASSENGERS X \$5
		Total	\$510.00		
32625	12/13/21	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$212.50	263678	IMPOUND FEES
		Total	\$212.50		
32626	12/13/21	ABILENE HIGH SCHOOL			
E 001-001-520800		AWARDS & CONTRIBUTI	\$50.00	STM 120721	STICK EM UP - 2 \$25 GIFT CERTIFICATES FOR CHRISTMAS PARTY
		Total	\$50.00		
32627	12/13/21	ABILENE PRINTING & OFFICE			
E 001-011-521010		OFFICE SUPPLIES	\$147.56	60633	CONDEMNED SIGNS
		Total	\$147.56		
32628	12/13/21	ABILENE PUBLIC LIBRARY			
E 011-000-520790		DISTRIBUTIONS	\$5,218.43	STM 112921	NOV 2021 DISBURSEMENT
		Total	\$5,218.43		
32629	12/13/21	ABILENE REFLECTOR-CHRONICLE			
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$36.07	STM 113021	NOV 2021 LEGALS & ADS
E 002-022-520910		DUES-SUBSCRIPTIONS-	\$62.00	STM 113021	NOV 2021 LEGALS & ADS
E 001-008-520910		DUES-SUBSCRIPTIONS-	\$77.00	STM 113021	NOV 2021 LEGALS & ADS
		Total	\$175.07		
32630	12/13/21	ABILENE TERMITE & PEST CO			
E 015-157-520610		BUILDING MAINTENANC	\$220.00	23156	NOV. PEST CONTROL SERVICE
E 001-015-520710		CIVIC CENTER MAINTEN	\$90.00	23163	PEST CONTROL
E 004-041-520610		BUILDING MAINTENANC	\$95.00	23293	YARD - PEST CONTROL
		Total	\$405.00		
32631	12/13/21	ADB SAFEGATE AMERICAS LLC			
E 005-000-520642		RUNWAY REPAIRS & M	\$337.90	90104036	RUNWAY LIGHTS
E 005-000-520642		RUNWAY REPAIRS & M	\$872.65	90104447	RUNWAY LIGHTS
E 005-000-520642		RUNWAY REPAIRS & M	\$1,617.73	90106051	RUNWAY LIGHTS
		Total	\$2,828.28		
32632	12/13/21	APAC, INC - SHEARS			
E 001-004-520640		STREET REPAIRS	\$635.54	8001851951	ASPHALT
		Total	\$635.54		
32633	12/13/21	ARLAN CO INC			
E 001-007-520620		EQUIPMENT REP & MAI	\$1,046.55	13684	NEW REPLACEMENT LOUNGE CHAIRS
		Total	\$1,046.55		

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Batch: 121321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32634	12/13/21	AXON ENTERPRISE, INC			
E 001-002-521080		TOOLS & MINOR EQUIP	\$936.00	INUSO28908	EVIDENCE.COM LICENSES (2)
		Total	\$936.00		
32635	12/13/21	BERRY MATERIAL HANDLING			
E 003-000-520620		EQUIPMENT REP & MAI	\$24.52	36022877	FORKLIFT FILTERS
		Total	\$24.52		
32636	12/13/21	BEST, EVELYN			
E 015-153-520780		REFUND EXPENSE	\$180.00	33870961	REFUND SANTA TRAIN (18 TICKETS)
		Total	\$180.00		
32637	12/13/21	JEFF WILKENS			
E 002-022-520685		FIRE HYDRANTS & VALV	\$225.00	2198	RENTAL FOR TRENCHER
		Total	\$225.00		
32638	12/13/21	BIZ SWAG			
E 001-003-521150		UNIFORMS & ALTERATI	\$60.00	1077	JACKET
		Total	\$60.00		
32639	12/13/21	BORN, COREY			
R 001-430500		MUNICIPAL COURT FINE	\$60.00	STM 120721	OVERPAYMENT REFUND CASE 21-0436
		Total	\$60.00		
32640	12/13/21	BRUCE MCMILLAN AIA ARCHITECTS,			
E 001-002-520610		BUILDING MAINTENANC	\$2,684.86	20.04J	PD REMODEL PROJECT
		Total	\$2,684.86		
32641	12/13/21	CATLETT AUTOMOTIVE INC			
E 003-000-520620		EQUIPMENT REP & MAI	\$11.16	90521	COMPOSTER BOLTS
E 001-004-520620		EQUIPMENT REP & MAI	\$31.08	91212	BRAKE CLEANER
E 002-022-520620		EQUIPMENT REP & MAI	\$0.32	91325	METRIC NUT
E 002-022-521080		TOOLS & MINOR EQUIP	\$4.13	91325	HAND CLEANER
E 001-005-521080		TOOLS & MINOR EQUIP	\$249.00	91405	GREASE GUN
E 001-004-520970		MISCELLANEOUS SERVI	\$25.98	91405	CABLE TIES
E 001-005-521080		TOOLS & MINOR EQUIP	\$184.22	91492	GRINDER
E 004-042-521080		TOOLS & MINOR EQUIP	\$74.99	91738	DISPENSER FOR OIL BUCKET
E 001-004-520620		EQUIPMENT REP & MAI	\$16.00	91898	FILTER & O'RING
E 001-002-520620		EQUIPMENT REP & MAI	\$70.80	91920	ENGINE OIL
E 001-004-520620		EQUIPMENT REP & MAI	\$12.55	92322	#10C HEADLIGHT
E 001-004-521130		SIGNS MAINTENANCE	\$9.20	92322	SIGN BOLT SOCKET
E 001-002-520620		EQUIPMENT REP & MAI	\$9.49	92322	WINDOW WASHER BRUSH
E 001-004-520620		EQUIPMENT REP & MAI	\$1.38	92642	ADAPTOR
E 001-004-521080		TOOLS & MINOR EQUIP	\$54.15	92664	PLIERS
E 003-000-520620		EQUIPMENT REP & MAI	\$16.74	92682	COMPOSTER BOLTS
E 001-004-520620		EQUIPMENT REP & MAI	\$106.28	92785	FORK LIFT FILTER & DIESEL WINTERIZER
E 001-004-520620		EQUIPMENT REP & MAI	\$118.72	92953	#06B FILTER
E 002-022-520620		EQUIPMENT REP & MAI	\$14.81	93173	#07 BULB & BOLT
		Total	\$1,011.00		
32642	12/13/21	CELLEBRITE INC			

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Batch: 121321PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-521080		TOOLS & MINOR EQUIP	\$2,150.00	Q-217390-1	UFED TOUCH ULTIMATE SW RENEWAL- 1ST HALF PAYMENT
		Total	\$2,150.00		
32643	12/13/21	CINTAS			
E 001-004-521140		FIRST AID & MEDICAL S	\$20.76	5085558600	YARD - 1ST AID CABINET
		Total	\$20.76		
32644	12/13/21	CLARK, MIZE & LINVILLE CHARTER			
E 001-001-520110		LEGAL	\$3,072.00	137077	OCT 2021 LEGAL SERVICE
E 001-001-520110		LEGAL	\$665.00	137078	OCT 2021 GENERAL RETAINER
		Total	\$3,737.00		
32645	12/13/21	CONSOLIDATED PRINTING			
E 013-131-520320		PRINTING & ADVERTISI	\$143.80	179024	NOV COPY MACHINE COPIES
		Total	\$143.80		
32646	12/13/21	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$212.50	STM 113021	NOV 2021 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$212.50	STM 113021	NOV 2021 CLEANING
E 001-013-521260		CONTRACT LABOR	\$600.00	STM 113021	NOV 2021 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$650.00	STM 113021	NOV 2021 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$212.50	STM 113021	NOV 2021 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$212.50	STM 113021	NOV 2021 CLEANING
		Total	\$2,100.00		
32647	12/13/21	CORE & MAIN			
E 002-022-520661		WATER LINE MAINTENA	\$1,518.56	P979395	2" METER SETTER
		Total	\$1,518.56		
32648	12/13/21	CRAFCO, INC			
E 014-000-521020		ASPHALT / CRACK SEAL	\$5,749.33	9402609521	CRACK SEALING MATERIAL
		Total	\$5,749.33		
32649	12/13/21	B & H INVESTMENTS INC.			
E 001-001-520610		BUILDING MAINTENANC	\$10.67	97840	RO SYSTEM RENTAL 11/23-12/28/21
E 002-024-520610		BUILDING MAINTENANC	\$10.67	97840	RO SYSTEM RENTAL 11/23-12/28/21
E 004-043-520610		BUILDING MAINTENANC	\$10.66	97840	RO SYSTEM RENTAL 11/23-12/28/21
		Total	\$32.00		
32650	12/13/21	DANKO EMERGENCY EQUIPMENT			
E 001-003-521231		MISCELLANEOUS EQUIP	\$147.53	120157	CO MONITOR
E 001-003-520620		EQUIPMENT REP & MAI	\$31.00	120638	REPLACEMENT HANDLE FOR NOZZLE
		Total	\$178.53		
32651	12/13/21	DAVID MAYES PHOTOGRAPHY, INC			
E 013-131-520740		PROMOTION, ADS, MAR	\$1,662.50	526	HOLIDAY PHOTO LIBRARY
		Total	\$1,662.50		
32652	12/13/21	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$154.92	1380	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$386.11	1381	DIESEL

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$270.74	1381	DIESEL
		Total	\$811.77		
32653	12/13/21	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$3,885.00	STM 113021	PRISONER CARE NOV 2021
		Total	\$3,885.00		
32654	12/13/21	EGOV STRATEGIES, LLC			
E 002-024-520782		E-BILL FEES	\$594.48	INV-11435	CC PROSCCESSING NOV 2021
E 004-043-520782		E-BILL FEES	\$594.47	INV-11435	CC PROSCCESSING NOV 2021
		Total	\$1,188.95		
32655	12/13/21	ELK'S CLUB			
E 001-001-520800		AWARDS & CONTRIBUTI	\$300.00	STM 120621	CLUB RENTAL FOR CHRISTMAS PARTY
		Total	\$300.00		
32656	12/13/21	ESO SOLUTIONS, INC			
E 001-003-520910		DUES-SUBSCRIPTIONS-	\$2,480.00	ESO-62542	REPORTING SOFTWARE
		Total	\$2,480.00		
32657	12/13/21	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$52.80	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$21.60	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$85.02	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.60	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.51	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$161.82	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$68.80	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$55.82	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,082.89	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$68.91	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$33.66	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$30.42	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$83.09	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$35.60	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$35.60	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$35.59	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$35.59	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$90.92	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$775.41	3413870642	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$14.78	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$14.78	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$14.78	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$14.78	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,815.47	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$39.67	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$29.85	4212846087	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520500		STREET LIGHTING	\$41.70	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$50.89	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$793.74	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.33	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$26.13	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$36.72	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$32.01	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$73.72	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$73.72	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$73.71	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$73.71	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$97.48	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$50.62	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$239.60	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$103.80	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$259.59	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$30.45	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.09	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.08	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$84.69	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$47.45	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$443.68	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$438.33	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$278.96	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.38	7484828978	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$60.60	7564411988	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$60.60	7564411988	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$60.59	7564411988	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$60.59	7564411988	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.39	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$4,705.75	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$80.97	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$39.60	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$362.62	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$29.58	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$28.91	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.78	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$17,020.52	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$76.51	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$12.97	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,359.06	81866609	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$243.58	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$47.27	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$540.07	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$38.29	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$16.26	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$46.51	8813700102	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520510		ELECTRIC SERVICE	\$11.38	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.51	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$16.68	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$31.82	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$24.09	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$101.95	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,040.16	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$8.04	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$8.04	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$8.04	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$8.03	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$42.34	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$34.68	9994690522	ELECTRIC SERVICE
		Total	\$44,551.02		
32658	12/13/21	FELD FIRE			
E 001-003-520620		EQUIPMENT REP & MAI	\$1,484.33	0396615-IN	SCBA FUNCTION TEST & REPAIR
		Total	\$1,484.33		
32659	12/13/21	FLYING GYPSY DESIGNS			
E 001-001-520800		AWARDS & CONTRIBUTI	\$50.00	STM 120721	2 \$25 GIFT CERTIFICATES FOR CHRISTMAS PARTY
		Total	\$50.00		
32660	12/13/21	FOUR SEASONS INC			
E 001-001-520610		BUILDING MAINTENANC	\$46.38	69314	REPAIR GAS LEAK @ CITY HALL
E 002-024-520610		BUILDING MAINTENANC	\$46.38	69314	REPAIR GAS LEAK @ CITY HALL
E 004-043-520610		BUILDING MAINTENANC	\$46.37	69314	REPAIR GAS LEAK @ CITY HALL
		Total	\$139.13		
32661	12/13/21	HACH COMPANY			
E 002-023-521030		CHEMICALS	\$205.00	12767184	CHLORINE TESTING EQUIPMENT
		Total	\$205.00		
32662	12/13/21	HAMM, INC			
E 002-000-540215		2019 BOND PROJECT E	\$531.19	419576	ROCK FOR DRIVE TO NEW WELL SITE
E 002-000-540215		2019 BOND PROJECT E	\$270.86	420665	ROCK FOR DRIVE TO NEW WELL SITE
		Total	\$802.05		
32663	12/13/21	BRAD HOMMAN			
E 001-003-520680		RADIO & EQUIP REP &	\$145.00	8104	PAGER REPAIR & BATTERIES
E 001-003-520680		RADIO & EQUIP REP &	\$165.00	8109	PAGER REPAIR & BATTERIES
		Total	\$310.00		
32664	12/13/21	IMAGE QUEST			
E 001-002-520700		RENT-CONTRACTS-MAI	\$98.77	IN3124813	COPIER USAGE
E 004-041-521010		OFFICE SUPPLIES	\$111.27	IN3130232	COPIES
E 001-001-520700		RENT-CONTRACTS-MAI	\$31.06	IN3145597	XEROX CONTRACT BASE RATE 11/28-12/27/21
E 002-024-520700		RENT-CONTRACTS-MAI	\$31.06	IN3145597	XEROX CONTRACT BASE RATE 11/28-12/27/21
E 004-043-520700		RENT-CONTRACTS-MAI	\$31.05	IN3145597	XEROX CONTRACT BASE RATE 11/28-12/27/21

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E 001-001-520700		RENT-CONTRACTS-MAI	\$9.21	IN3145598	XEROX CONTRACT OVERAGE CHARGE 10/25-11/24/21
E 002-024-520700		RENT-CONTRACTS-MAI	\$9.20	IN3145598	XEROX CONTRACT OVERAGE CHARGE 10/25-11/24/21
E 004-043-520700		RENT-CONTRACTS-MAI	\$9.20	IN3145598	XEROX CONTRACT OVERAGE CHARGE 10/25-11/24/21
		Total	\$330.82		
32665	12/13/21	JERRY A. MILLER			
E 005-000-520141		AWOS	\$375.00	STM 121821	DEC 2021 AWOS
		Total	\$375.00		
32666	12/13/21	JOYCELYN LUCAS RANDLE			
E 001-012-520110		LEGAL	\$500.00	STM 112321	MIDDLETON 21-0181, DIEHL 21-0399
		Total	\$500.00		
32667	12/13/21	KACM			
E 001-012-520910		DUES-SUBSCRIPTIONS-	\$100.00	STM 120721	KACM 2022 DUES
		Total	\$100.00		
32668	12/13/21	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$139.44	51001600410	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$176.83	51001600410	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$1,277.78	51001600410	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$281.66	51001600410	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$62.62	51001600410	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$68.02	51001600410	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$68.02	51001600410	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$68.01	51001600410	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$68.01	51001600410	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$68.01	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$13.77	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$13.77	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$13.78	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$35.46	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$35.46	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$35.47	51001600410	GAS SERVICE
		Total	\$2,426.11		
32669	12/13/21	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520651		SEWERLINE MAINTENA	\$92.40	1110127	UTILITY LOCATES
		Total	\$92.40		
32670	12/13/21	LEAGUE KS MUNICIPALITIES			
E 001-001-520280		TRAVEL-MEETINGS & C	\$140.00	21-2834	MTI: ETHICS & CIVILITY TRAINING - REIN, MARSH, WITT, MILLER
E 001-001-520280		TRAVEL-MEETINGS & C	\$35.00	21-2929	MTI: ETHICS & CIVILITY TRAINING - KOLLHOFF
		Total	\$175.00		
32671	12/13/21	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,655.00	370889	DECEMBER BILLBOARD

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$1,655.00		
32672	12/13/21	LONE WOLF KARAOKE			
E 001-001-520800		AWARDS & CONTRIBUTI	\$200.00	STM 120621	DJ/KARAOKE
Total			\$200.00		
32673	12/13/21	LUCINDAS KATERING			
E 001-001-520800		AWARDS & CONTRIBUTI	\$1,688.70	STM 120621	MEALS FOR CHRISTMAS PARTY
Total			\$1,688.70		
32674	12/13/21	LUMBER HOUSE TRUE VALUE			
E 002-022-520970		MISCELLANEOUS SERVI	\$33.98	2111-230904	BATTERIES
E 002-023-520620		EQUIPMENT REP & MAI	\$5.67	2111-230921	PVC TUBING
E 004-042-521010		OFFICE SUPPLIES	\$2.99	2111-231084	CALCULATOR
E 002-022-520661		WATER LINE MAINTENA	\$29.80	2111-231182	STONE FOR VALVE BLOCKING
E 002-023-520620		EQUIPMENT REP & MAI	\$9.33	2111-231199	POLY TUBE, BARBS & CLAMP
E 014-000-521130		SIGNS MAINTENANCE	\$35.74	2111-232117	DELINATORS BY I-70
E 001-004-521080		TOOLS & MINOR EQUIP	\$25.99	2111-232188	DRILL BITS
E 001-004-521280		CURB & GUTTER REPAI	\$14.28	2111-232216	PAINT FOR CURB & GUTTER
E 002-022-521080		TOOLS & MINOR EQUIP	\$41.97	2111-232522	PURPLE CLEANER
E 002-022-521040		JANITOR SUPPLIES	\$6.99	2111-232522	PINESOL
E 004-042-520620		EQUIPMENT REP & MAI	\$9.99	2111-232567	EXHAUST FAN BELT
E 004-042-521080		TOOLS & MINOR EQUIP	\$1.47	2111-232618	PVC TUBING
E 004-042-520610		BUILDING MAINTENANC	\$4.97	2111-234223	PIPE & FITTINGS
E 004-042-520610		BUILDING MAINTENANC	\$27.99	2111-234361	BALL VALVE
E 005-000-520610		BUILDING MAINTENANC	\$9.87	2112-234851	REPAIR SPLICE
E 001-004-520620		EQUIPMENT REP & MAI	\$36.99	2112-234858	GAS HOSE
E 004-042-520210		LAB ANALYSIS & EQUIP	\$7.98	2112-236478	BLEACH
E 002-022-521080		TOOLS & MINOR EQUIP	\$30.28	2112-236561	THREAD SEALANT
E 002-022-521040		JANITOR SUPPLIES	\$7.99	2112-236561	PINESOL
Total			\$344.27		
32675	12/13/21	MARSH, RON			
E 001-001-520280		TRAVEL-MEETINGS & C	\$156.80	STM 120621	MILEAGE TO KACM ANNUAL CONF
Total			\$156.80		
32676	12/13/21	MES, INC			
E 020-000-530391		FIRE EQUIPMENT	\$5,240.64	SO1535336	SCBA BOTTLES FOR CONFINED SPACE
Total			\$5,240.64		
32677	12/13/21	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$10,525.30	STM 112321	CID ROSEROCK LESS 2% ADMIN FEE - NOV 2021
Total			\$10,525.30		
32678	12/13/21	MIDWEST CONCRETE MATERIALS			
E 002-022-520640		STREET REPAIRS	\$335.00	562181	FLOWABLE FILL/CONCRETE WATER LEAK ON 7TH ST
E 002-022-520640		STREET REPAIRS	\$208.50	562402	FLOWABLE FILL/CONCRETE WATER LEAK ON 7TH ST
Total			\$543.50		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32679	12/13/21	INVORG INC			
E 001-011-520140		ENGINEERING	\$1,293.00	579	OCT 2021 MONTHLY HOSTING FEE
		Total	\$1,293.00		
32680	12/13/21	NARAYAN, INC			
E 038-000-540610		CID SALES TAX	\$1,467.61	STM 112321	CID HOLIDAY I LESS 2% ADMIN FEE - NOV 2021
		Total	\$1,467.61		
32681	12/13/21	NEAL, DEVIN			
G 001-200115		AFLAC	\$387.06	STM 112221	REFUND FROM AFLAC (PREVIOUS EMPLOYER)
		Total	\$387.06		
32682	12/13/21	NEW BOSTON CREATIVE GROUP, LLC			
E 013-131-520740		PROMOTION, ADS, MAR	\$575.00	1589	ANNUAL WEBSITE MANAGEMENT FEE
		Total	\$575.00		
32683	12/13/21	NEX-TECH RURAL TELEPHONE			
E 002-023-520520		TELEPHONE / INTERNE	\$56.48	329717	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$109.46	329717	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$56.48	329717	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$112.96	329717	PHONE SERVICE
		Total	\$335.38		
32684	12/13/21	OCCUPATIONAL PERFORMANCE CORP.			
E 001-003-520425		PHYS CAP/DRUG SCR/B	\$134.00	165297	UA DRUG SCREEN & PHYSICAL CAP PROFILE/2 DOT DRUG SCREENS
E 001-004-520425		PHYS CAP/DRUG SCR/B	\$90.00	165297	UA DRUG SCREEN & PHYSICAL CAP PROFILE/2 DOT DRUG SCREENS
		Total	\$224.00		
32685	12/13/21	OLSSON			
E 005-000-530260		SPECIAL PROJECTS	\$6,486.66	403127	PROJECT #021-01266 ENVIRONMENTAL ASSESSMENT @ AIRPORT
E 014-000-520140		ENGINEERING	\$4,184.95	404885	GENERAL ENGINEERING SERVICES
		Total	\$10,671.61		
32686	12/13/21	OPTIV SECURITY INC.			
E 001-002-520970		MISCELLANEOUS SERVI	\$152.52	INV-1002570	3 KEY FOB TOKENS FOR KCJIS
		Total	\$152.52		
32687	12/13/21	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$325.00	2160145882	EFFLUENT SAMPLES
E 004-042-520210		LAB ANALYSIS & EQUIP	\$250.60	2160147168	EFFLUENT SAMPLES
		Total	\$575.60		
32688	12/13/21	PIONEER FARM INC			
E 002-022-521080		TOOLS & MINOR EQUIP	\$12.99	525003	MASONRY BLADE
E 001-004-520645		STREET LIGHT MAINT	\$76.96	525217	ELECTRICAL SUPPLIES
E 002-022-520970		MISCELLANEOUS SERVI	\$9.99	525218	UTILITY LOCATE FLAGS
E 002-022-520970		MISCELLANEOUS SERVI	\$7.59	525371	CAUTION TAPE
E 001-004-520645		STREET LIGHT MAINT	\$18.99	525457	XMAS TREE WIRE
E 001-004-520645		STREET LIGHT MAINT	\$37.98	525462	XMAS TREE WIRE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-042-521080		TOOLS & MINOR EQUIP	\$189.99	525469	BATTERY CHARGER
E 001-004-520645		STREET LIGHT MAINT	\$18.99	525484	XMAS TREE WIRE
E 002-022-520970		MISCELLANEOUS SERVI	\$49.95	527099	LOCATE FLAGS
E 001-004-520645		STREET LIGHT MAINT	\$5.56	527239	ELECTRICAL TAPE
E 002-022-521080		TOOLS & MINOR EQUIP	\$3.99	528014	WIRE BRUSH
E 002-022-520620		EQUIPMENT REP & MAI	\$0.56	528014	BOLT
E 001-005-520620		EQUIPMENT REP & MAI	\$22.49	528017	CHAINSAW CHAINS
E 002-022-520620		EQUIPMENT REP & MAI	\$14.99	528061	HOLE SAW
Total			\$471.02		
32689	12/13/21	PRAIRIE FIRE COFFEE			
E 004-042-520970		MISCELLANEOUS SERVI	\$50.90	6301944426	COFFEE @ WWTP
Total			\$50.90		
32690	12/13/21	PURVIS LAW OFFICE, LLC			
E 001-012-520110		LEGAL	\$250.00	STM 120721	SKILLING 19-0063
Total			\$250.00		
32691	12/13/21	QUADIENT FINANCE USA, INC			
E 001-001-520220		POSTAGE & METER RE	\$85.92	79000440801	POSTAGE
E 002-024-520220		POSTAGE & METER RE	\$85.92	79000440801	POSTAGE
E 004-043-520220		POSTAGE & METER RE	\$85.91	79000440801	POSTAGE
E 001-002-520220		POSTAGE & METER RE	\$71.70	79000440801	POSTAGE
E 001-003-520220		POSTAGE & METER RE	\$13.25	79000440801	POSTAGE
E 001-008-520220		POSTAGE & METER RE	\$1.59	79000440801	POSTAGE
E 001-011-520220		POSTAGE & METER RE	\$110.67	79000440801	POSTAGE
E 001-012-520220		POSTAGE & METER RE	\$14.02	79000440801	POSTAGE
E 015-151-520220		POSTAGE & METER RE	\$24.38	79000440801	POSTAGE
Total			\$493.36		
32692	12/13/21	ROBSON OIL CO, INC			
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$469.66	60070	HYDRAULIC FLUID
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$466.25	60084	HYDRAULIC OIL
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$56.04	60084	WASHER FLUID
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,940.30	STM 112521	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$757.20	STM 112521	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$2,556.77	STM 112521	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$194.98	STM 112521	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$431.88	STM 112521	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$120.50	STM 112521	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$551.89	STM 112521	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$908.50	STM 112521	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$81.51	STM 112521	FUEL
Total			\$9,535.48		
32693	12/13/21	ROLLER-WEEKS, JULIE			
E 013-131-520270		TRAINING	\$54.99	STM 120721	MILEAGE TIAK BOARD MEETING
Total			\$54.99		
32694	12/13/21	RYAN & MULLIN, PA			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520110		LEGAL	\$2,916.63	STM 120121	CITY PROSECUTOR DEC 2021
		Total	\$2,916.63		
32695	12/13/21	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	\$154.41	S100207456	WATER SERVICE FITTINGS, METER PARTS & SEWER PIPE
E 002-022-520661		WATER LINE MAINTENA	\$622.25	S100208906	WATER SERVICE FITTINGS, METER PARTS & SEWER PIPE
E 002-022-520661		WATER LINE MAINTENA	\$116.16	S100208906	WATER SERVICE FITTINGS, METER PARTS & SEWER PIPE
E 004-041-520651		SEWERLINE MAINTENA	\$758.83	S100209015	WATER SERVICE FITTINGS, METER PARTS & SEWER PIPE
		Total	\$1,651.65		
32696	12/13/21	SECURE SHRED OF N.C.K.			
E 001-001-521010		OFFICE SUPPLIES	\$16.67	STM 120221	ADMIN SHREDDING NOV 2021
E 002-024-521010		OFFICE SUPPLIES	\$16.67	STM 120221	ADMIN SHREDDING NOV 2021
E 004-043-521010		OFFICE SUPPLIES	\$16.66	STM 120221	ADMIN SHREDDING NOV 2021
E 001-002-520700		RENT-CONTRACTS-MAI	\$50.00	STM 120721	SHRED SERVICE 1 CONTAINER
		Total	\$100.00		
32697	12/13/21	SKEEN, ASHLEY			
E 015-153-520780		REFUND EXPENSE	\$30.00	34117276	REFUND SANTA TRAIN
		Total	\$30.00		
32698	12/13/21	STANION WHOLESALE ELECTRIC			
E 004-042-520610		BUILDING MAINTENANC	\$73.20	5243288-00	BULBS FOR WWTP
		Total	\$73.20		
32699	12/13/21	SUPERIOR SANITATION SERVICE			
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 120321	DEC 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 120321	DEC 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 120321	DEC 2021 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 015-157-520610		BUILDING MAINTENANC	\$58.00	STM 120321	DEC 2021 TRASH SERVICE @ CC, SC & PARKS
E 001-013-520610		BUILDING MAINTENANC	\$62.00	STM 120321	DEC 2021 TRASH SERVICE @ CC, SC & PARKS
E 001-006-520610		BUILDING MAINTENANC	\$58.00	STM 120321	DEC 2021 TRASH SERVICE @ CC, SC & PARKS
		Total	\$438.00		
32700	12/13/21	THE FLOWER BOX			
E 001-001-520800		AWARDS & CONTRIBUTI	\$63.00	37196	PLANT - RAY FUNERAL
		Total	\$63.00		
32701	12/13/21	TOUR KANSAS			
E 013-131-520740		PROMOTION, ADS, MAR	\$550.00	ABADM2021	ABA DESTINATIONS MAGAZINE AD
		Total	\$550.00		
32702	12/13/21	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$6,228.44	STM 112321	CID PROPERTY 6 LESS 2% ADMIN FEE - NOV 2021
		Total	\$6,228.44		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
32703	12/13/21	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$107.19	STM 113021	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$271.45	STM 113021	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$7.03	STM 113021	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$375.48	STM 113021	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$401.05	STM 113021	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$76.60	STM 113021	UNIFORM SERVICE
E 002-022-521150		UNIFORMS & ALTERATI	\$185.70	STM 113021	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$282.60	STM 113021	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$103.60	STM 113021	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$31.05	STM 113021	UNIFORM SERVICE
E 001-013-521040		JANITOR SUPPLIES	\$112.21	STM 113021	UNIFORM SERVICE
		Total	\$1,953.96		
32704	12/13/21	UNIVAR SOLUTIONS			
E 002-023-521030		CHEMICALS	\$3,353.61	49656460	25% DIA. GRADE CAUSTIC SODA
		Total	\$3,353.61		
32705	12/13/21	US BANK EQUIPMENT FINANCE			
E 001-002-520700		RENT-CONTRACTS-MAI	\$197.73	458369717	COPIER USAGE
E 015-151-521045		OFFICE EQUIPMENT	\$240.73	459174553	MONTHLY CONTRACT PAYMENT COPIER
E 001-001-520700		RENT-CONTRACTS-MAI	\$115.60	459240560	COPIER CONTRACT 11/25-12/25/21
E 002-024-520700		RENT-CONTRACTS-MAI	\$115.60	459240560	COPIER CONTRACT 11/25-12/25/21
E 004-043-520700		RENT-CONTRACTS-MAI	\$115.60	459240560	COPIER CONTRACT 11/25-12/25/21
		Total	\$785.26		
32706	12/13/21	UTILITY DATA SYSTEMS OF TEXAS			
E 001-012-520700		RENT-CONTRACTS-MAI	\$1,968.00	21751	MCRS SOFTWARE SUPPORT & LICENSE AGREEMENT
		Total	\$1,968.00		
32707	12/13/21	VYVE BROADBAND			
E 001-001-520520		TELEPHONE / INTERNE	\$123.34	301-521155	EBS ADMIN & PD DEC 2021
E 002-024-520520		TELEPHONE / INTERNE	\$46.66	301-521155	EBS ADMIN & PD DEC 2021
E 002-024-520520		TELEPHONE / INTERNE	\$76.67	301-541718	EBS ADMIN & PD DEC 2021
E 004-043-520520		TELEPHONE / INTERNE	\$123.33	301-541718	EBS ADMIN & PD DEC 2021
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	MONTHLY CHARGE FOR METER RECEIVER
		Total	\$419.95		
32708	12/13/21	VYVE TECHNOLOGY SOLUTIONS			
E 001-002-520520		TELEPHONE / INTERNE	\$109.59	73857	MONTHLY BILLING FOR NOV CMS
E 001-002-520520		TELEPHONE / INTERNE	\$47.50	74442	DISPLAY ISSUES 208
E 001-003-520520		TELEPHONE / INTERNE	\$47.50	74489	ADD VAN DYKE/DELETE WILKEY
E 001-002-520520		TELEPHONE / INTERNE	\$142.50	74535	NEW POLICE OFFICER SETUP
		Total	\$347.09		
32709	12/13/21	WICHITA WINWATER WORKS CO.			
E 045-000-530260		SPECIAL PROJECTS	\$7,985.26	248631 01	WATER LINE MATERIALS (WELL #23)
		Total	\$7,985.26		
32710	12/13/21	ZOOK, KARI			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520270		TRAINING	\$12.60	STM 120621	MILEAGE - SALINA BLUEPRINT & LEADERSHIP DKCO
E 001-008-520270		TRAINING	\$37.80	STM 120621	MILEAGE - SALINA BLUEPRINT & LEADERSHIP DKCO
E 001-001-520270		TRAINING	\$8.40	STM 120721	MILEAGE - STATEWIDE HOUSING MEETING
E 001-008-520270		TRAINING	\$25.20	STM 120721	MILEAGE - STATEWIDE HOUSING MEETING
Total			\$84.00		
002000 Astra Bank checking			\$170,071.59		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$59,782.25
002 WATER FUND	\$20,343.50
003 RECYCLING FUND	\$357.02
004 SEWER FUND	\$23,300.88
005 AIRPORT FUND	\$10,567.06
011 LIBRARY FUND	\$5,218.43
013 TOURISM & CONVENTION FUND	\$4,641.29
014 SPECIAL STREET FUND	\$9,970.02
015 RECREATION COMMISSION	\$4,443.89
020 EQUIPMENT RESERVE FUND	\$5,240.64
038 CID SALES TAX FUND	\$18,221.35
045 AMERICAN RESCUE PLAN ACT FUND	\$7,985.26
	<u>\$170,071.59</u>