ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
November 27, 2023 - 4:00 pm

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

1. Call to Order

2. Roll Call: _____Witt ______Kollhoff _____Rein _____Miller _____Marshall

3. Pledge of Allegiance

4. Approval of the Agenda for the November 27, 2023, City Commission Meeting

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

    a. Meeting Minutes for November 13, 2023, Regular Meeting

    b. Approval of Resolution 112723-1, A RESOLUTION AUTHORIZING THE CITY OF ABILENE'S FINANCIAL STATEMENTS FOR FISCAL YEAR 2024 TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS.

    c. Approval of Resolution No. 112723-2, A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEES POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

6. Public Comments and Communications

    a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

7. Business Items

a. Consider approval of Ordinance No. 23-3438, AN ORDINANCE AMENDING SECTION 3-811 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS.

b. Consider approval of Ordinance No. 23-3439, AN ORDINANCE AMENDING CHAPTER3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATIONS OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

c. Consider approval of Master Agreement for Professional Services Abilene, KS CCLIP Work Order Amendment #1 with Olsson, Inc. for Construction Observation and Materials Testing for the CCLIP Project-K-15 from SW 6th Street to the UPRR. – City Manager Marsh, City Engineer

d. Consider approval of Master Agreement Work Order No. 5 with Olsson, Inc, for the Displace Threshold for Runway 17 at the Abilene Municipal Airport. – Finance Director, Leann Johnson

8. Items for discussion

a. Consider approval of a bid from Midwest Bio-Systems in the amount of $67,230.00 for the purchase of a Compost Turner for the Recycling Center.

b. Authorize the Mayor to sign an engagement letter for Varney & Associates for the audit of the City of Abilene's Financial Statements for the year ending December 31, 2023.

9. Reports

a. City Manager's Report

10. Recess of Regular Meeting

a. Consider a motion to recess the November 27, 2023, City Commission Meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 p.m.

11. Call to Order – November 27, 2023, City Commission Study Session

12. November 27, 2023, City Commission Study Session Agenda

a. Fee Schedule Resolution

13. Consider a motion to adjourn the November 27, 2023, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, December 11, 2023, at 4 p.m.
*City Commission Study Session, December 11, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
November 13, 2023, @ 4:00 pm.
Abilene, Kansas

1. **Call to Order**

2. **Roll Call** – City Commission Present: Mayor Witt, Commissioners, Kollhoff, Rein, Miller and Marshall.

Staff Present: City Manager Marsh, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Police Chief Hatter, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, and Administrative Manager-Public Works Hiatt.

3. **Pledge of Allegiance**

Agenda

4. Approval of the Agenda for the November 13, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve the agenda with the removal of item 12a on the study session agenda, WSU Sports Complex Feasibility Study Results. Roll call vote: Marshall YES, Miller YES, Rein YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

Consent Agenda

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

a. Meeting Minutes for October 23, 2023, Regular Meeting

Motion by Commissioner Rein, seconded by Commissioner Miller, to approve the consent agenda as presented. Roll call vote: Rein YES, Miller YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

6. Public Comments and Communications

   a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

Gary Boyd, 301 NW 17th Street, expressed concerns regarding severe flooding at his residence and in his neighborhood after heavy rains.

Ryan Crist, 1605 NW 14th Street, expressed concerns for the proposed four-way stop at 14th Street and Van Buren Street.

City Manager Marsh explained there is nothing formalized on the specifics of the project. If the grant that has been applied for is received, more details will be worked out at that time.

Commissioner Kollhoff requested this item be added to an upcoming study session agenda.

7. Business Items

   a. Consider approval of Resolution 111323-1, **A RESOLUTION AUTHORIZING A DEFERRED COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ABILENE KANSAS.**

Motion by Commissioner Rein, seconded by Commissioner Miller to approve Resolution No. 111323-1, **A RESOLUTION AUTHORIZING A DEFERRED COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ABILENE KANSAS.** Roll call vote: Rein YES, Miller YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

   b. Consider approval of Resolution No. 111323-2, **A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE STATE OF KANSAS PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN, SECTION 401(a).**

Motion by Commissioner Miller, seconded by Commissioner Marshall to approve Resolution No. 111323-2, **A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE STATE OF KANSAS PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN, SECTION 401(a).** Roll call vote: Miller YES, Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

8. Items for Discussion

a. Consider approval of a bid from J & K Contracting in the amount of $213,734.60 for the Oak, Kuney and Olive Street Waterline Replacement Project.

Motion by Commissioner Rein, seconded by Commissioner Marshall to approve the bid from J & K Contracting in the amount of $213,734.60 for the Oak, Kuney and Olive Street Waterline Replacement Project. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

9. Reports

a. City Manager's Report

Reminder: The next Community Meeting for the Comprehensive Plan has been rescheduled for November 28 in the library at 6 pm.

Phase 1 of the 14th Street reconstruction project is finishing up and will be open today. We have a walkthrough scheduled for Thursday, November 16, at 3 pm. You can find updates on the Community Engagement dashboard.

The Police Department was notified they did not receive the COPS grant. This was a grant to help pay for an additional officer.

The Fire Department received a grant through the Kansas Firefighter Recruitment and Safety Grant Program for $6,126.00 to help buy bunker gear.

The City of Abilene, Kansas Builders Insurance Group and Copeland Insurance have partnered together to host an inaugural Construction Contracting Safety Training CEU class for contractors. This free class was held today with 38 contractors in attendance at the Community Center.

Public Works is putting up Christmas decorations this week, and Christmas trees will be delivered next week.

10. Recess of Regular Meeting

a. Consider a motion to recess the November 13, 2023, City Commission Meeting.

Motion by Commissioner Rein, seconded by Commissioner Marshall to recess the November 13, 2023, City Commission Meeting at 4:22 pm. Roll call vote: The motion carried unanimously 5-0. The City Commission Study Session will begin at 4:37 pm.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:37 pm.

12. November 13, 2023, City Commission Study Session Agenda

- **a.** WSU Sports Complex Feasibility Study – this item was removed from the agenda
- **b.** Olsson Master Agreement Work Order No. 5, Design and Bidding displaced threshold
- **c.** Olsson Engineering Construction and Inspection Services – CCLIP Project, K-15 from SW 6th to UPRR
- **d.** Mobile Food Vendor Ordinance
- **e.** Precious Metals/Pawnbroker License
- **f.** Open Carry in the Abilene Public Library

13. Adjournment

- **a.** Consider a motion to adjourn the November 13, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to adjourn the November 13, 2023, City Commission Meeting at 5:35 pm. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

(Seal)

____
Trevor D. Witt, Mayor

ATTEST:

____

Shayla L. Mohr, CMC
City Clerk

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: GAAP Waiver Resolution

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:
The City of Abilene elects to present financial statements and reports prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of the State of Kansas. To do so, each year the City Commission must waive the requirement to prepare financial statements and reports conforming with K.S.A. 75-1120a which required municipalities to use generally accepted accounting principles (GAAP) in the preparation of their financial statements and reports. The governing body of any municipality may waive this statutory GAAP requirement.

Attachment:
Resolution #121123-2

Recommendation:

Consider approval of annual GAAP Waiver Resolution #121123-2.

Fiscal Note:

N/A

Funding Source:

N/A

RESOLUTION NO. 112723-1

A RESOLUTION AUTHORIZING THE CITY OF ABILENE'S FINANCIAL STATEMENTS FOR FISCAL YEAR 2024 TO BE PREPARED IN COMPLIANCE WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS

WHEREAS, the city of Abilene, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2024, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Abilene City Commissioners or the members of the general public of the City of Abilene, Kansas, and

WHEREAS, there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A 75-1120a(a) for the year ended December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, by the City Commissioners of the City of Abilene, Kansas in regular meeting duly assembled this 27th day of November 2023, that the City Commission of Abilene, Kansas, waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Abilene, Kansas, for the year ended December 31, 2024.

BE IT FURTHER RESOLVED that the City Commission of the City of Abilene, Kansas, shall cause the financial statements and financial reports of the City of Abilene, to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Passed this 27th day of November 2023.

(SEAL)

____
Trevor D. Witt
Mayor

ATTEST:

____
Shayla L. Mohr, CMC

ABILENE KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Member

Wendy Miller
Member

Dee Marshall
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Longevity Pay Resolution

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/HR Director

Background:

In 2008, the City Commission approved discretionary longevity pay. The City Commission may grant discretionary longevity pay funds permitting, and upon the recommendation of the City Manager and approval of the City Commission. Discretionary longevity pay shall not be guaranteed. If longevity is paid, classified full-time employees shall be eligible to receive the longevity pay, provided they have completed at least five consecutive, uninterrupted years of service with the City. Time of services shall be considered as of November 30 of the year that it may be paid, in a classified position. If longevity is paid, it shall be distributed to employees by December 31.

The following table shows the longevity pay program:

Years 5 through 9 $200.00

Years 10 through 14 $400.00

Years 15 through 19 $600.00

Years 20 through 24 $800.00

Years 25 and over $1,000.00

If an employee leaves employment prior to payment of and approval of Longevity Pay for that year by the Commission, the Longevity Pay will not be paid to that employee.

Recommendation:

Approve Resolution No. 112723-2, A Resolution approving longevity pay for qualifying full-time City Employees for 2023.

Fiscal Note:

Longevity Pay in the amount of $17,400.00 was budgeted in the 2023 budget. The amount payable to eligible employees for 2023 is $15,200.00.

Funding Source:

RESOLUTION 112723-2

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

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

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

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

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

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

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

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 27th day of November 2023.

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, CMC

ABILENE
KANSAS

City Commission

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Mobile Food Vendor Code Change

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The City adopted Ordinance No. 3338 in September of 2017.

Currently, the city ordinance has one option: $200 for an annual license, expiring December 31 each year.

The proposed changes create two options:

1. Reduce the annual license fee to $100 (expiring on December 31).
   City Commission Direction needed on changing this to $100 or keeping $200
2. Purchase a one-time event license for a fee of $25 for up to 3 days.

At the November 13, 2023, Commission Study Session, Commissioners questioned the exemptions for ice cream vendors and vendors selling at farmers' markets. Ice cream vendors are addressed in Section 3-810 of city code. City Attorney Martin reviewed the state's licensing guide, and K.S.A. 2-3802 defines "farmers' market" as:

"Farmer's market" means a common facility or area where producers or growers gather on a regular, recurring basis to sell fresh fruits, vegetables, meats and other farm products directly to consumers. "Farmers' market" includes, but is not limited to, short-term festivals, roadside stands or other agricultural product sales or other locations or any market, sales event or other related event, series of events or venue that advertises, promotes or uses the term "farmers' market" or any derivative thereof, as part of the name of such market, sales event, or other related event or venue.

From the statute, it appears a license is generally not required in order to participate in a farmers' market.

Recommendation:

Adopt Ordinance No. 23-3438, amending Section 3-811 of the City Code concerning Mobile Food Vendors. Ordinances with both a $100 annual fee or $200 annual fee have been prepared depending on the will of the Governing Body.

Fiscal Note:

Potential increase in revenue, TBD.

Funding Source: None required.

ORDINANCE NO. 23-3438

AN ORDINANCE AMENDING SECTION 3-811 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS.

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

SECTION 1. That Section 3-811 of the City Code of Abilene, Kansas, is hereby amended to read as follows:

3-811 Mobile Food Vendors.

(a) Purpose.
The Governing Body finds that, in order to advance the health, safety and welfare of the residents of the City of Abilene, Kansas, it is necessary to regulate various activities, including those of Mobile Food Vendors.

(b) Definitions.
The following words, terms and phrases, when used in this section, shall, except where the context clearly indicates otherwise, have the following meanings:

(1) **"City Clerk,"** for the purpose of this section, shall mean the City Clerk, the Interim City Clerk, anyone fulfilling the duties of the City Clerk on either a temporary or a permanent basis, or any designee of the City Clerk.

(2) **"Mobile Food Vendor"** shall mean any person, corporation, association, or other entity, however organized, that offers food and/or beverage for sale from a Mobile Food Unit.

(3) **"Mobile Food Unit"** shall mean any self-contained vehicle, trailer, cart, or other type of conveyance from which food and/or beverage is offered for sale.

(4)

(c) Mobile food vendor's license required.
No person, corporation, association, or other entity, however organized, shall operate within the corporate limits of the City as a Mobile Food Vendor without first obtaining a valid Mobile Food Vendor's License.

(d) Mobile food vendor's license fee.
The application fee for a Mobile Food Vendor's License shall be as prescribed in section 1-310. The fee shall not be pro-rated or refunded for any reason, including denial of an application or revocation of a license.

(e) Mobile food vendor's license application.

Application for a Mobile Food Vendor's License shall be made to the City Clerk on a form provided by the City Clerk for that purpose. In addition to paying the Mobile Food Vendor's License Fee, the applicant shall attest to the truthfulness of the application and shall complete the application in full, providing the following information:

(1) The applicant's full legal name, date of birth, place of birth and Social Security Number.

(2) The applicant's permanent address, business mailing address and telephone number.

(3) A copy of the applicant's government-issued photo identification.

(4) The applicant's valid Kansas sales tax number

(5) A brief description of the nature of the business and the food and/or beverage to offered for sale.

(6) A photograph of each Mobile Food Unit and, if licensed, the license plate number of each Mobile Food Unit.

(7) A copy of a valid State of Kansas license for food service establishments, if such is required.

(8) Proof of general liability insurance in the amount of $500,000.00 or more.

(9) A statement indicating whether or not the applicant has had a Mobile Food Vendor's License, or any similar license, revoked in this jurisdiction within the preceding two (2) years.

(10) The applicant's signature.

(f) Mobile food vendor's license issuance; denial.

(1) The City Clerk shall review each application for a Mobile Food Vendor's License. Within five (5) business days of the application, the City Clerk shall approve the application and shall issue to the applicant a Mobile Food Vendor's License together with an official copy for each Mobile Food Unit identified in the application unless:

(a) The application is incomplete.

(b) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(c) The applicant has had a Mobile Food Vendor's License revoked by the City for any reason within the preceding two (2) years.

If the application is deficient for any of the reasons set forth in this subsection (f), then the City Clerk shall deny the application by giving a Notice of Denial to the applicant. The notice of Denial shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the applicant of the reason for denial, and shall inform the applicant that he or she has fourteen (14) days from the date of the Notice of Denial in which to appeal the denial of the application to the Governing Body. The City Clerk shall maintain a copy of the Notice of Denial in his or her files.

(g) Mobile food vendor's license appearance; duration.

(1) The Mobile Food Vendor's License shall contain the seal of the City, the name of the licensee, and the expiration date of the license.

(2) The Mobile Food Vendor's License shall be valid for a period of up to three days per event, or up to one year in which case it shall expire no later than December 31 of the year in which it is issued.

(h) Mobile food vendor's license subsequent mobile food unit.

A licensed Mobile Food Vendor shall not use a Mobile Food Unit that was not identified in an application for the Mobile Food Vendor's License, unless the Mobile Food Vendor shall, before using said Mobile Food Unit, present to the City Clerk a photograph of the Mobile Food Unit, the license plate number, if licensed, and a copy of the original Mobile Food License. Upon receipt of that information, the City Clerk shall issue to the licensee an official copy of the Mobile Food License for the new Mobile Food Unit.

(i) Mobile food vendor's license displayed.

Mobile Food Vendors shall display the Mobile Food Vendor's License in a prominent place on a Mobile Food Unit at all times that the Mobile Food Unit is engaged in any of the activities licensed by this section.

(j) Mobile food vendor's license non-transferable.

No Mobile Food Vendor's License issued in accordance with the provisions of this section shall be used by any person other than the person, corporation, association, or other entity, however organized, to whom it was issued.

(k) Mobile food vendor's license restrictions.

(1) Mobile Food Vendors shall obtain the permission of the property owner before engaging in any activities licensed by this section.

(2) Mobile Food Vendors may only engage in activities licensed by this section on improved surfaces in commercial, industrial, and other nonresidential zoning districts.

(3) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a public right of way, except as part of a City-approved street closure.

(4) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from any unoccupied or vacant lot, except as part of a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (6) of this Section.

(5) No more than two (2) Mobile Food Units may be operated at the same time on any single property, except pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (6) of this Section.

(6) The City may approve a Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of a site only when the following conditions are met:

(a) The owner must submit to the City, for its approval, a standard Site Plan showing, among other things, the location on the site of Mobile Food Vendors as either a permanent or seasonal element of the site;

(b) The proposed Site Plan must meet all requirements of the Zoning Code of the City of Abilene, as amended, and the provisions of this section.

(l) Mobile food unit standards.

All Mobile Food Units shall comply with the following standards:

(1) All Mobile Food Units shall be maintained in good, operable condition and shall, at all times, be capable of being moved.

(2) The exterior of all Mobile Food Units shall be maintained in good repair, shall be sound, shall be free from peeling or flaking paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety and welfare.

(3) All Mobile Food Units, unless completely self-contained, shall be located in close proximity to and shall be connected safely to electricity and other necessary utilities, such that they do not pose a threat to public health, safety, and welfare.

(4) Signs shall be limited to those that may be mounted or incorporated on the Mobile Food Unit. Signs shall not exceed the dimensions of the Mobile Food Unit by more than one (1) foot in any direction. No flashing signs shall be permitted. Illuminated signs are permitted, provided that the signs are only illuminated when the Mobile Food Unit is stationary, that such signs are only illuminated during hours that the Mobile Food Unit is being operated, and that any such signs, within five hundred (500) feet of any traffic signal, are not green, amber, or red in color. When the sign is illuminated by a light or lights reflected upon it, direct rays of light shall not beam upon any residential building or into any residential neighborhood or street.

(m) Mobile food vendor's license revocation.

(1) The City Clerk may revoke any Mobile Food Vendor's License issued under this section for one or more of the following reasons:

(a) Fraud, misrepresentation, or false statement contained in the application for the Mobile Food Vendor's License;

(b) Any violation of the provisions of this section;

(c) Conducting a licensed activity in an unlawful manner, in a manner that disturbs the peace, or in a manner that is injurious to the health, safety, or welfare of the residents of the City;

(d) Unauthorized use of a public right of way;

(e) Violation of a site plan requirement for an existing land use or for any other violation of the zoning code; or

(f) Revocation or denial of any license issued by the State of Kansas for food service establishments.

(2) Notice of Revocation shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the licensee of the reason for revocation, and shall inform the licensee that he or she has fourteen (14) days from the date of the Notice of Revocation to appeal the revocation to the Governing Body. The City Clerk shall maintain a copy of the Notice of Revocation in his or her files.

(n) Mobile food vendor's license appeal.

Any person aggrieved by the action of the City Clerk in denying an application for a Mobile Food Vendor's License or in revoking a Mobile Food Vendor's License shall have the right to appeal that action to the Governing Body. Such appeal shall be taken by filing with the City Clerk a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or the Notice of Revocation. The Notice of Appeal must be in writing and must set forth why the applicant or the licensee believes that the denial or the revocation is erroneous. After the Notice of Appeal is filed, the Governing Body shall set a time and place for hearing the appeal. Notice of the hearing shall be given to the applicant or licensee in the same manner as the Notice of Denial or the Notice of Revocation. The Governing Body's decision and order on such appeal shall be the final order of the City.

(o) Mobile food vendor's license municipal offense.
Operating as a Mobile Food Vendor without a Mobile Food Vendor's License shall be a municipal offense. Any person, upon an adjudication of guilt or the entry of a plea of no contest, shall be subject to a fine of a minimum of $500.00 and a maximum of $1,000.00. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine.

(p) Mobile food vendor's license exemptions.
The provisions of this Article shall not apply to the following activities:

(1) Ice cream vendors licensed under this Article.

(2) Vendors selling at the Dickinson County or Abilene Fairgrounds.

(3) Vendors selling at the Farmers' Market, as defined in K.S.A. 2-3802, as amended

(4) Vendors selling on school campuses.

SECTION 2. REPEAL. Existing Section 3-811 is hereby repealed.

SECTION 3. EFFECTIVE DATE; SUMMARY. This ordinance shall be in full force and effect from and after January 1, 2024, following its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 23-3438 Summary

On November 27, 2023, the City Commission passed Ordinance No. 23-3438. The ordinance amends existing City Code Section 3-811 pertaining to mobile food vendors by amending certain subsections relating to licenses and operational requirements applicable to mobile food vendors in 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 27th day of November 2023.

Trevor D. Witt, Mayor

Attest:

Shayla L Mohr, CMC

The publication summary set forth above is certified this 27th day of November 2023.

Aaron O. Martin, Legal Counsel

Article 8. Solicitors

3-801. Definition.

For the purposes of this article, solicitor or peddler means any individual, whether a resident of the city or not, whose business or trade is mainly or principally by traveling by foot, automobile, or by any other type of conveyance, from place to place or from house to house, and entering without invitation upon residential private property to sell, take or attempt to take Orders of sale of goods, merchandise, and personal property of any nature whatsoever, or for services to be furnished or performed. This definition shall not include any person or persons representing any recognized charitable, education or eleemosynary institution or organization having representatives in the city, or any person selling, taking Orders or attempting to take Orders for sale of goods, merchandise, and personal property of any nature whatsoever, or for services to be furnished or performed within a district zoned for business.

(Ord. 2996)

3-801a. Public purpose.

This chapter is intended to protect against criminal activity, including fraud and burglary; minimize the unwelcome disturbance of citizens and disruption of privacy; and to otherwise preserve the public health, safety and welfare by regulating, controlling and licensing door-to-door peddlers, solicitors and ice cream street vendors.

(Ord. 2996)

3-801b. Definitions.

As used in this chapter, the words and phrases herein defined shall have the following meanings unless the context otherwise requires:

Goods means any goods, wares, foodstuffs, merchandise or services offered for sale, whether or not displayed. This does not include frozen dairy and non-dairy desserts offered for sale by ice cream street vendors.

Ice cream street vendor means a person who travels by any type of vehicle, either motorized or not, upon the improved portion of any street, selling or offering for sale any single-serving frozen dairy or non-dairy dessert.

Peddler means any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. This does not include ice cream street vendors or businesses temporarily located on private property who are required to obtain a temporary use permit.

Peddling includes all activities ordinarily performed by a peddler as indicated under the definition of "peddler" in this section.

Solicitor means any person who goes upon the premises of any private residence in the city, not having been invited by the occupant thereof, for the purpose of taking or attempting to take Orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future.

Soliciting includes all activities ordinarily performed by a solicitor as indicated under the definition of "solicitor" in this section.

(Ord. 2996)

3-802. Permit or license.

Any person over the age of eighteen (18) years shall be entitled to a solicitor's or peddlers license upon proper application to the City Clerk with satisfactory evidence of the relation to or connection with the person, firm, company or corporation represented or served, the nature, kind or character of such service, business or enterprise, the character and reputation of such person for business integrity and responsibility in the performance of contracts for delivery of goods and merchandise or performance of services solicited, and such other information as may be required by the license application. All such licenses shall be valid for a period of 6 months from date of issue.

No person under the age of eighteen (18) years shall be permitted to engage in peddling or soliciting activities except as provided in this section.

(a) A permit shall be obtained by a sponsoring person, company or organization for the conduct of any peddling or soliciting activities involving, in whole or in part, a sales force of one (1) or more persons under eighteen (18) years of age.

(b) The sponsor shall be responsible for supervising and controlling the conduct of all persons, including juveniles, peddling or soliciting under the sponsor's permit.

(Ord. 2996)

3-803. Application.

The City Clerk shall be satisfied that the applicant therefore is qualified under this article prior to the issuance of such license. Each applicant shall complete a sworn application in writing prepared in duplicate on a form to be supplied by the City Clerk which shall include the following information:

(a) Name and description of applicant to be provided through the applicant's driver's license, or other legally recognized form of identification.

(b) Permanent home address and local address of applicant

(c) A brief description of the nature of the business to be conducted or the goods to be sold

(d) The length of time such applicant has been engaged in said business

(e) If employed, the name and address of the employer, together with credentials establishing such relationship desired

(f) The hours for which the permit to engage in peddling or soliciting is

(g) The place where services are to be performed or where the goods or property proposed to be sold or orders taken for the sale thereof, are manufactured or produced

(h) The place where such goods or products are located at the time the application is filed, and the proposed method of delivery

(i) A photograph of the applicant, taken within ninety (90) days prior to the date of making application, which picture shall be at least two inches by two inches showing the head and shoulders of the applicant, in a clear and distinguishing manner; or in lieu thereof, the fingerprints of said applicant may be taken by the Police Chief and filed with the application

(j) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any city ordinance, giving the nature of offenses, the punishment assessed therefore, if any, and the city and state where conviction occurred.

(k) Kansas sales tax number or proof of exemption from the collection of Kansas sales tax

(l) Proof of possession of any license or permit which the applicant is required to have under state law in order to conduct the proposed business.

(m) An acknowledgment of the applicant's familiarity with the Kansas Consumer Protection Act (K.S.A. 50-623 et.seq.), including the consumer's right to cancel a door-to- door sale, as defined in the act, until midnight of the third business day after the day on which the consumer signs an agreement or offer to purchase.

(n) If any individual product or service is to be offered for sale at a price of twenty-five dollars ($25.00) or more, a copy of the receipt or contract to be used by the applicant in any door-to-door sale as required by K.S.A. 50-640

(o) An acknowledgment that the applicant is aware and understands that to violate the operating regulations set forth in this article while either peddling or soliciting is prohibited.

(p) The same information, including proper identification and background check shall be required for every person who is employed by or soliciting or peddling for the permit applicant.

(Ord. 2996)

3-804. Investigation fee.

At the time of filing the application, a fee in an amount prescribed in section 1-310 shall be paid to the City Clerk to cover the cost of investigation of the facts stated in the foregoing application.

(Ord. 2996; Ord. 3425)

3-805. Investigation.

The following procedure shall be followed upon the receipt of an application:

(a) The City Clerk shall refer the same to the Police Chief, who shall cause an investigation of the facts stated therein to be made within not to exceed five (5) days.

(b) If as a result of the investigation, the applicant's character or business responsibility is found to be unsatisfactory, or the facts stated therein to be untrue, the Police Chief shall endorse on such application the findings and disapproval of the application with the reasons for the same, and shall return the application to the City Clerk, who then shall notify the applicant that the application is disapproved and that no license will be issued.

(c) If the investigation of such application discloses that the character and business responsibility and the facts stated in the application are satisfactory and true, the Police Chief shall endorse the findings and approval on the application and return the same to the City Clerk, who shall immediately issue a license to the applicant to engage in the business described in the application. Such license shall show the name, address and photograph or fingerprint of said licensee, the kind of goods to be sold or services rendered, the date of issuance, and the length of time the license shall be effective.

(Ord. 2996)

3-806. Violation.

It is unlawful for any solicitor to transact business in this city, unless such solicitor shall first comply with the requirements of this article.

(Ord. 2996)

3-807. Penalty.

Any person violating this article shall upon conviction be fined a sum not to exceed five hundred dollars ($500.00) or imprisoned for a term not to exceed six (6) months, or both so fined and imprisoned.

(Ord. 2996)

3-808. Reserved.

(Ord. 2996)

3-809. Operating regulations for peddlers and solicitors, except for ice cream vendors.

(a) Hours of Peddling or Soliciting. No person shall engage in either peddling or soliciting between the hours of 9:00 p.m. and 8:00 a.m.

(b) Primary Entrance. It shall be unlawful for any person while either peddling or soliciting to knock, ring the doorbell, or otherwise attempt to gain the attention of the occupant(s) of the residence other than at the primary entrance to the residence.

(c) Entry Upon Signed Premises Unlawful. It shall be unlawful for any person while either peddling or soliciting to knock, ring the doorbell, or otherwise attempt to gain the attention of the occupant(s) of a residence in the city where the owner, occupant, or person legally in charge of the premises has posted, at the primary entrance to the premises, or at in the entry to the principal building on the premises, a sign bearing the works "No Solicitors," "No Peddlers," or words of similar import.

(d) Aggressive Peddling or Soliciting Prohibited. It shall be unlawful for any person to engage in peddling or soliciting in an aggressive manner. As used in this section, "aggressive manner" means either approaching a person present at the residence or continuing the peddling or soliciting activity after the person has made a negative response, whether before or after being invited into the residence, in a manner that:

(1) is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession or in or about the residence, or

(2) is intended to or is likely to intimidate the person into responding affirmatively to the peddling or soliciting activity. Aggressive peddling or soliciting is a Class B misdemeanor.

(e) Sales from Vehicle on Improved Public Streets. It shall be unlawful for any person to engage in peddling or soliciting activities from any vehicle while the vehicle is located upon the improved portion of any street, avenue, boulevard or alley within the city. This section shall not apply to the following:

(1) The delivery of previously ordered merchandise.

(2) The sale of ice cream from vehicles regulated under Section 3-810 of this chapter.

(Ord. 2996)

3-810. Ice cream vendors.

(a) Licensing. It is unlawful for any person to act as an ice cream street vendor as defined by Section 3-801b without first having obtained a license as provided for in Section 3- 802 of this chapter.

(b) Operating Regulations.

(1) Liability Insurance. There shall be filed with the city clerk a certificate of insurance covering all vehicles operated under this article in such form as the city clerk may deem proper, issued by an insurance company approved by the state insurance commissioner and authorized to do business in the state, insuring the public against injury, loss or damage resulting to persons or property from the use, maintenance and operation of any vehicle operated under this article for which such permit is granted, in an amount of not less than fifty thousand dollars ($50,000.00) for injury to any one (1) person and an amount of not less than one hundred thousand dollars ($100,000.00) for injury to all persons injured in

any one (1) occurrence; and property damage not less than ten thousand dollars ($10,000.00) per each occurrence.

(2) Operator's License Required. No person shall operate any vehicle under this article unless the person is the holder of a valid motor vehicle operator's license.

(3) Unauthorized passengers. No person, other than the authorized operator of a vehicle and other persons expressly authorized by the owner or lessee of a vehicle, shall be in or upon said vehicle.

(4) Inspection of Vehicle. Each vehicle used in the operation of an ice cream street vendor shall be required to pass an annual inspection by the appropriate state or local health agency and the department of general services before a license may be issued or renewed. Any vehicle that has been inspected by the city within ninety (90) days prior to renewal need not be reinspected.

(5) Hours of Sale. It is unlawful to operate a vehicle in the business of an ice cream street vendor between 8:30 p.m. of each day and continuing until 10:00 a.m. the following day.

(6) Routes. It is unlawful for any vendor to sell or attempt to sell along any particular route more than three (3) times during a twenty-four period.

(7) Sales Near Schools. It is unlawful for a transaction to occur within one hundred twenty-five (125) feet from the boundaries of public or private school property for a period commencing thirty (30) minutes before the regular school day of any such school and continuing until thirty (30) minutes after the adjournment of the regular school day of any such school.

(8) Speed of Vehicle. It is unlawful for any such vehicle to exceed a speed of fifteen (15) miles per hour when cruising neighborhoods seeking sales or when attempting to make a sale.

(9) U-Turns. It is unlawful for any such vehicle to make a U-Turn on any block.

(10) Driving Backwards. It is unlawful for any such vehicle to drive backwards to make or attempt any sale.

(11) Sound Devices. No sound device or bell shall be allowed or used by any such vehicle except that amplified music or chimes are allowed provided that such are not audible any distance greater than three hundred (300) feet and that they be turned off when the vehicle is stationary for the purpose of making sales or otherwise; provided, that the use of amplified music or chimes is prohibited before 10:00 a.m. and after 8:30 p.m. of each day.

(12) Marking and Lighting on Vehicle. It is unlawful for any such vehicle to be operated unless there is clearly marked upon such vehicle a prominent sign visible to both the front and rear with the wording "Caution Children," and one or more flashing amber caution lights visible from front, rear and both sides.

(13) Parking to Dispense Products. It is unlawful for an operator to stop, stand or park such vehicle in any street, alley, avenue, boulevard or sidewalk or other public right-of-way for the purpose of dispensing its products to customers, so as to obstruct the free flow of traffic in the street; provided that an operator may stop, stand or park such vehicle with its right wheels next to the curb, but that no vehicle will remain standing in any one location for a period exceeding ten (10) minutes.

(14) Selling Near an Intersection. It is unlawful for the operator of any such vehicle to dispense its products within fifty (50) feet of any street intersection.

(15) Vehicle Stationary During Sale. Every vehicle shall be stationary while in the process of selling or dispensing its products while upon a public street, alley, avenue, boulevard or other public right-of-way within the city.

(16) Sales from Vehicle. It is unlawful for any operator to sell to any person who is standing in the street. All sales must occur on the side of the vehicle next to the curb.

(17) It is lawful to dispense products in city parks, provided that it is unlawful for any such vehicle to operate or to dispense products while located within two hundred fifty (250) feet of the swimming pool in Eisenhower Park.

(c) Suspension, Revocation, Appeals.

(1) Permit and License Suspension or Revocation. Any permit or license issued under this chapter may be revoked or suspended by the city manager, after notice and hearing, for any of the following reasons:

(A) Fraud, misrepresentation or false statement contained in the application for a permit or license;

(B) Fraud, misrepresentation or false statement made by the permittee in the course of peddling, soliciting or vending;

(C) Peddling, soliciting or vending in violation of this chapter or contrary to the provisions contained in the permit or license;

(D) Conviction for any crime involving moral turpitude; or

(E) Peddling, soliciting or vending in such a manner as to create a public nuisance, constitute a breach of the peace, endanger the health, safety or general welfare of the public, or otherwise in violation of local, state or federal law.

The city manager may immediately suspend any permit or license, pending the suspension or revocation hearing, if the public health, safety, or welfare is best served by such a temporary suspension.

(d) Notice and Hearing. Notice of a hearing for suspension or revocation of a permit or license issued pursuant to this chapter shall be provided in writing and shall set forth specifically the grounds for the proposed suspension or revocation and the time and place of the hearing. Notice shall be mailed, postage prepaid, to the permittee or licensee at the address shown on the permit application or at the last known address of the permittee or licensee.

(e) Appeals.

(1) Any person aggrieved by the decision of the city clerk to deny a permit or license applied for under this article shall have the right to appeal the decision to the city manager within ten (10) days after the notice of the decision has been mailed to the person.

(2) Any person aggrieved by the action or decision of the city manager to deny, suspend or revoke a permit applied for under this article shall have the right to appeal such action or decision to the City Commission within ten (10) days after the notice of the action or decision has been mailed to the person.

(3) An appeal to either the city manager or City Commission shall be taken by filing with the city clerk a written statement setting forth the grounds for the appeal.

(4) A hearing shall be set not later than ten (10) working days from the date of receipt of the appellant's written statement.

(5) Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of action or decision.

(6) The decision of the City Commission on the appeal shall be final and binding on all parties concerned.

(f) Penalty. Unless otherwise stated, any person violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished as provided by section 3-807 of this article.

(Ord. 2996; Ord. 3004)

3-811. Mobile Food Vendors.

(a) Purpose. The Governing Body finds that, in order to advance the health, safety and welfare of the residents of the City of Abilene, Kansas, it is necessary to regulate various activities, including those of Mobile Food Vendors.

(b) Definitions. The following words, terms and phrases, when used in this Article, shall, except where the context clearly indicates otherwise, have the following meanings:

(1) "City Clerk" for the purpose of this Article, shall mean the City Clerk, the Interim City Clerk, anyone fulfilling the duties of the City Clerk on either a temporary or a permanent basis, or any designee of the City Clerk.

(2) "Mobile Food Vendor" shall mean any person, corporation, association, or other entity, however organized, that offers food and/or beverage for sale from a Mobile Food Unit.

(3) "Mobile Food Unit" shall mean any self-contained vehicle, trailer, cart, or other type of conveyance from which food and/or beverage is offered for sale.

(4) "City Approved Event" shall mean any event sanctioned by Permit issued by the City, including but not limited to a Temporary Special Event Permit, a Temporary Use of Public Right of Way Permit, or a Parks and Recreation Special Use Permit.

(c) Mobile food vendor's license required. No person, corporation, association, or other entity, however organized, shall operate within the corporate limits of the City as a Mobile Food Vendor without first obtaining a valid Mobile Food Vendor's License.

(d) Mobile food vendor's license fee. The application fee for a Mobile Food Vendor 's License shall be as prescribed in section 1-310. The fee shall not be pro-rated or refunded for any reason, including denial of an application or revocation of a license.

(e) Mobile food vendor's license application. Application for a Mobile Food Vendor's License shall be made to the City Clerk on a form provided by the City Clerk for that purpose. In addition to paying the Mobile Food Vendor's License Fee, the applicant shall attest to the truthfulness of the application and shall complete the application in full, providing the following information:

(1) The applicant's full legal name, date of birth, place of birth and Social Security Number.

(2) The applicant's permanent address, business mailing address and telephone number.

(3) A copy of the applicant's government-issued photo identification.

(4) The applicant's valid Kansas sales tax number.

(5) A brief description of the nature of the business and the food and/or beverage to offered for sale.

(6) A photograph of each Mobile Food Unit and, if licensed, the license plate number of each Mobile Food Unit.

(7) A copy of a valid State of Kansas license for food service establishments, if such is required.

(8) Proof of general liability insurance in the amount of $500,000.00 or more.

(9) A statement indicating whether or not the applicant has had a Mobile Food Vendor's License, or any similar license, revoked in this jurisdiction within the preceding two (2) years.

(10) The applicant's signature.

(f) Mobile food vendor's license issuance; denial.

(1) The City Clerk shall review each application for a Mobile Food Vendor's License. Within five (5) business days of the application, the City Clerk shall approve the application and shall issue to the applicant a Mobile Food Vendor's License together with an official copy for each Mobile Food Unit identified in the application unless:

(A) The application is incomplete.

(B) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(C) The applicant has had a Mobile Food Vendor's License revoked by the City for any reason within the preceding two (2) years. If the application is deficient for any of the reasons set forth in subsection (f), then the City Clerk shall deny the application by giving Notice of Denial to the applicant. Notice of Denial shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the applicant the reason for denial, and shall inform the applicant that he or she has fourteen (14) days from the date of the Notice of Denial in which to appeal the denial of the application to the Governing Body. The City Clerk shall maintain a copy of the Notice of Denial in his or her files.

(g) Mobile food vendor's license appearance; duration

(1) The Mobile Food Vendor's License shall contain the seal of the City, the name of the licensee, and the expiration date of the license.

(2) The Mobile Food Vendor's License shall be valid for a period not to exceed one year and shall expire on December 31 of the year in which it is issued.

(h) Mobile food vendor's license subsequent mobile food unit.

In the event that a license Mobile Food Vendor begins using a Mobile Food Unit that was not identified in an application for the Mobile Food Vendor's License, the Mobile Food Vendor shall, before using said Mobile Food Unit, present to the City Clerk a photograph of the Mobile Food Unit, the license plate number, if licensed, and a copy of the original Mobile Food License. Upon receipt of that information, the City Clerk shall issue to the licensee an official copy of the Mobile Food License for the new Mobile Food Unit.

(i) Mobile food vendor's license displayed. Mobile Food Vendors shall display the Mobile Food Vendor's License in a prominent place on a Mobile Food Unit at all times that the Mobile Food Unit is engaged in any of the activities licensed by this Article.

(j) Mobile food vendor's license non-transferable. No Mobile Food Vendor's License issued in accordance with the provisions of this Article shall be used by any person other than the person, corporation, association, or other entity, however organized, to whom it was issued.

(k) Mobile food vendor's license restrictions.

(1) Mobile Food Vendors shall obtain the permission of the property owner before engaging in any activities licensed by this Article.

(2) Mobile Food Vendors may only engage in activities licensed by this Article on improved surfaces in commercial, industrial, and nonresidential special purpose zoning districts as defined in Chapter 3, Article 8 of the code of the City of Abilene.

(3) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a public right of way, except as part of a City Approved Event.

(4) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from any unoccupied or vacant lot, except as part of a City Approved Event or pursuant to a City-approved Site

Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (7) of this Section.

(5) No more than two (2) Mobile Food Units may be operated at the same time on any single property, except as part of a City Approved Event or pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (7) of this Section.

(6) Mobile Food Vendors are prohibited from offering for sale any food and/or beverage from a single property for more than three (3) hours out of every day, except as part of a City Approved Event or pursuant to a City-approved Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of the site in accordance with subsection (7) of this Section.

(7) The City may approve a Site Plan establishing a location for Mobile Food Vendors as a permanent or seasonal element of a site only when the following conditions are met:

(A) The owner must submit to the City, for its approval, a standard Site Plan showing, among other things, the location on the site of Mobile Food Vendors as either a permanent or seasonal element of the site;

(B) The proposed Site Plan must meet all requirements of the Zoning Code of the City of Abilene, as amended, and the provisions of this Article.

(l) Mobile food unit standards. All Mobile Food Units shall comply with the following standards:

(1) All Mobile Food Units shall be maintained in good, operable condition and shall, at all times, be capable of being moved.

(2) The exterior of all Mobile Food Units shall be maintained in good repair, shall be sound, shall be free from peeling or flaking paint, and shall be clean and sanitary so as not to pose a threat to the public health, safety and welfare.

(3) All Mobile Food Units, unless completely self-contained, shall be located in close proximity to and shall be connected safely to electricity and other necessary utilities, such that they do not pose a threat to the public health, safety, and welfare.

(4) Signs shall be limited to those that may be mounted or incorporated on the Mobile Food Unit. Signs shall not exceed the dimensions of the Mobile Food Unit by more than one (1) foot in any direction. No flashing signs shall be permitted. Illuminated signs are permitted, provided that the signs are only illuminated when the Mobile Food Unit is stationary, that such signs are only illuminated during hours that the Mobile Food Unit is being operated, and that any such signs, within five hundred (500) feet of any traffic signal, are not green, amber, or red in color. When the sign is illuminated by a light or lights reflected upon it, direct rays of light shall not beam upon any residential building or into any residential neighborhood or street.

(m) Mobile food vendor 's license revocation.

(1) The City Clerk may revoke any Mobile Food Vendor's License issued under this Article for one or more of the following reasons:

(A) Fraud, misrepresentation, or false statement contained in the application for the Mobile Food Vendor's License;

(B) Any violation of the provisions of this Article;

(C) Conducting a licensed activity in an unlawful manner, in a manner that disturbs the peace, or in a manner that is injurious to the health, safety, or welfare of the residents of the City;

(D) Unauthorized use of a public right of way;

(E) Violation of a site plan requirement for an existing land use or for any other violation of the zoning code; or

(F) Revocation or denial of any license issued by the State of Kansas for food service establishments.

(2) Notice of Revocation shall be in writing, shall be mailed to the applicant at his or her given address, shall inform the licensee of the reason for revocation, and shall inform the licensee that he or she has fourteen (14) days from the date of the Notice of Revocation to appeal the revocation to the Governing Body. The City Clerk shall maintain a copy of the Notice of Revocation in his or her files.

(n) Mobile food vendor's license appeal. Any person aggrieved by the action of the City Clerk in denying an application for a Mobile Food Vendor's License or in revoking a Mobile Food Vendor's License shall have the right to appeal that action to the Governing Body. Such appeal shall be taken by filing with the City Clerk a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or the Notice of Revocation. The Notice of Appeal must be in writing and must set forth why the applicant or the licensee believes that the denial or the revocation is erroneous. After the Notice of Appeal is filed, the Governing Body shall set a time and place for hearing the appeal. Notice of the hearing shall be given to the applicant or licensee in the same manner as the Notice of Denial or the Notice of Revocation. The Governing Body's decision and order on such appeal shall be the final order of the City.

(o) Mobile food vendor's license municipal offense. Operating as a Mobile Food Vendor without a Mobile Food Vendor's License shall be a municipal offense. Any person, upon an adjudication of guilt or the entry of a plea of no contest, shall be subject to a fine of a minimum of $500.00 and a maximum of $ 1,000.00. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine.

(p) Mobile food vendor's license exemptions. The provisions of this Article shall not apply to the following activities:

(1) Ice cream vendors licensed under Article 8, Chapter 3 of the City of the City of Abilene.

(2) Vendors selling at the Dickinson County or Abilene Fairgrounds.

(3) Vendors selling at the Farmers' Market.

(4) Vendors selling on school campuses.

(5) Vendors selling as part of a City Approved Event.

(Ord. 3338; Ord. 3425)

2-3802. Same; definitions. As used in this act:

(a) "Department" means the Kansas department of agriculture.

(b) "Farmers' market" means a common facility or area where producers or growers gather on a regular, recurring basis to sell fresh fruits, vegetables, meats and other farm products directly to consumers. "Farmers' market" includes, but is not limited to, short-term festivals, roadside stands or other agricultural product sales or other locations or any market, sales event or other related event, series of events or venue that advertises, promotes or uses the term "farmers' market" or any derivative thereof, as a part of the name of such market, sales event, or other related event or venue.

(c) "Farmers' market operator" means the person who promotes or manages the activities at a farmers' market registered under this act.

(d) "Participant" means any person who attends a farmers' market or who sells, purchases or consumes any products offered or sold at a farmers' market.

(e) "Secretary" means the secretary of agriculture or the secretary's authorized representative.

History: L. 2013, ch. 73, § 2; July 1.

ABILENE KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Precious Metals/Gems & Pawnbroker license

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We were approached by an Abilene resident regarding Precious Metals/Gems & Pawnbroker license. In our research, we found there is a Kansas State Statute that requires cities to have licensing guidelines in place for these types of businesses.

City Attorney Martin has drawn up an ordinance amending Chapter 3 of the City Code to add these requirements.

Enclosed in the agenda packet is the clean and redline versions of the ordinance reflecting the commission's concerns regarding digital reporting for vendors.

The ordinance is mirrored after the K.S.A. Chapter 16 (Contracts and Promises), Article 7 (Regulation of Pawnbrokers and Precious Metal Dealers) requirements.

Recommendation:

Adopt Ordinance No. 23-3439, AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

Fiscal Note:

None

Funding Source:

None

ORDINANCE NO. 23-3439

AN ORDINANCE AMENDING CHAPTER 3 THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Chapter 3 of the City Code of the City of Abilene, Kansas is hereby amended by adding a new Article 17 to read as follows:

Article 17. Pawnbrokers and Precious Metal Dealers

3-1701. Definitions.

For the purposes of this article, the following words and phrases shall mean:

(a) *Pawnbroker* means any person who loans money on deposit or pledge of personal property or other valuable thing, other than intangible personal property, or who deals in the purchase of personal property on the condition of selling the same back again at a stipulated price. A Pawnbroker does not include any person operating under the supervision of the State Banking Commissioner, Credit Union Administrator or Consumer Credit Commissioner of the State of Kansas.

(b) *Person* means any individual, firm, company, partnership, corporation or association.

(c) *Precious metal* means gold, silver or platinum group metals or any used articles or other used personal property containing such metals, but shall not include coins purchased for their numismatic value rather than their metal content or ingots or other industrial residue or by-products composed of such metals purchased from manufacturing firms.

(d) *Precious metal dealer* means any person who engages in the business of purchasing precious metal for the purpose of reselling such metal in any form.

3-1702. Licensure; application; fee.

(a) No person shall engage or continue in business as a pawnbroker or precious metal dealer without first obtaining a license therefore from the City Clerk.

(b) Each license shall be valid for the period terminating one year following the issuance of the license.

(c) Application for a license shall be in writing and shall state the full name and place of residence of the applicant. If the applicant is a partnership, the application shall contain the name and place of residence of each member thereof or, if a corporation or association, of each officer, shareholder or member thereof. The application shall include the address of the places where the business is to be conducted, the hours and days of the week during which the applicant proposes to engage in the business of pawnbroking or dealing in precious metals at each such place, and such other information as may be necessary to determine the applicant's qualifications for a license in accordance with the provisions of this article. Each applicant shall also submit with the application:

(1) A statement that the applicant is the holder of a valid registration certificate issued by the Director of Revenue of the State of Kansas pursuant to K.S.A. 79-3608 for each place of business for which application for a license is made.

(2) A detailed inventory and description of all goods, wares, merchandise, precious metals or other property held in pledge or for sale at the time of the application at each place of business stated therein, indicating whether the same was received in pledge, purchased as secondhand merchandise or precious metal purchased for resale.

(d) The initial and renewal license application shall be in a form approved by the Attorney General. Each initial and renewal application shall be accompanied by a fee as prescribed in section 1-310, which shall serve as the license fee for the period terminating one year following the issuance of the license. All such fees received by the City Clerk shall be deposited in the City's General Fund.

(e) The City Clerk shall approve, deny, or approve with conditions all license applications within fifteen (15) days of receiving a complete application.

(f) Any applicant dissatisfied by the action or decision of the City Clerk under this section shall have the right to appeal such action or decision to the City Commission within fifteen (15) days after the written decision of the City Clerk has been mailed to the applicant.

(g) An appeal to the City Commission shall be taken by filing with the city clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered at the next City Commission meeting following the city clerk's receipt of the written appeal, but in no event more than fifteen (15) days after the city clerk's receipt of such written appeal. Notice of the time and place of the hearing shall be given to the applicant.

(h) The City Commission may affirm, overrule, or modify the decision of the City Clerk.

3-1703. Qualifications.

No license or renewal thereof shall be granted to:

(a) Any person who is not a citizen of the United States.

(b) Any person who has not been an actual resident of the State of Kansas for at least two (2) years immediately preceding the date of the application.

(c) Any person who has been convicted of or who has pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense within the ten (10) years immediately prior to such person's application for a license.

(d) Any person whose license has been revoked for cause under the provisions of this article or K.S.A. 16-706, et seq.

(e) Any person is not at least twenty-one (21) years of age.

(f) Any person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

(g) Any person who does not own the premises for which a license is sought, unless he has a written lease therefore for at least three-fourths (3/4) of the period for which the license is to be issued.

(h) Any person whose spouse would be ineligible to receive a license hereunder for any reason other than the age, citizenship and residence requirements.

(i) Any partnership, unless each of the partners shall be eligible to receive a license as an individual.

(j) A corporation, if any officer, manager, director or stockholder would be ineligible to receive a license as an individual.

3-1704. Transfer of stock by stockholder of corporate licensee; effect.

(a) It shall be unlawful for any shareholder of a corporate licensee to transfer any stock in said corporation to any person who would be ineligible to receive a license as an individual, and any such transfer shall be null and void: *Provided*, That if any such stockholder of a corporate licensee shall become deceased, and his heirs or devisees to whom said stock descends by descent and distribution or by will shall be ineligible to receive a license hereunder, then the legal representatives of said deceased stockholder's estate, his heirs and devisees shall have fourteen (14) months from the date of the death of said stockholder within which to sell said stock to a person eligible to receive a license hereunder, with such sale to be made in accordance with the provisions of the probate code and any amendments thereto. If said legal representatives, heirs and devisees shall fail, refuse or neglect to so convey said stock within the time hereinbefore prescribed, then said stock shall revert to and become the property of the corporation, for which the corporation shall pay to said legal representatives, heirs or devisees the book value of such stock. If the stock in any corporation shall be the subject of any trust heretofore or hereafter created, the trustee or trustees and the beneficiaries of each trustee and beneficiary of said trust who is twenty-one (21) years of age or older must be a person who would be eligible to receive a license, or the trustee shall be and is hereby authorized and required, within fourteen (14) months after the effective date of the trust, to sell said stock to a person eligible to receive a license under this act, and the trustee shall hold and disburse the proceeds thereof in accordance with the terms of the trust, or the license of the corporation shall be forfeited.

(b) During the fourteen-month periods hereinbefore mentioned, a corporation shall not be denied a license or have its license revoked if it meets all of the other requirements necessary to have a license as provided in this act.

3-1705. Contents of license; display; license for each place of business.

The license of a pawnbroker or precious metal dealer shall state the address at which the business is to be conducted and shall state fully the name of the licensee. If the licensee is a partnership, the license shall state the names of the members thereof and, if a corporation, the date and place of its incorporation and the names of all shareholders thereof. Such license shall be kept conspicuously posted in the place of business of the licensee and shall not be transferable or assignable. Not more than one place of business shall be maintained under the same license, but more than one (1) license may be issued to the same licensee upon compliance with all the provisions of this act governing the issuance of an initial license.

3-1706. Change in location of place of business; notice; duplicate license; restrictions.

Whenever a licensee shall change its place of business to another location within the corporate limits of the city, the licensee shall immediately give written notice thereof to the City Clerk. The City Clerk shall then issue a duplicate license which shall show, in addition to all the information appearing on the old license, a record of the change of location and the date thereof, which new license shall be authority for the operation of such business under such license at such location. The licensee shall return the old license to the City Clerk as soon as the new license has been received and the change in location has taken place.

3-1707. Examination of books, accounts, records.

Each licensee shall keep and use in the licensee's business such books, accounts and records as will enable the City Clerk or the Chief of Police to determine whether such licensee is complying with the provisions of this article. The City Clerk or the Chief of Police may examine or cause to be examined the books, accounts, records and files used by any licensee or by any other person engaged in the business of pawnbroking or dealing in precious metals, irrespective of whether such person acts or claims to act as principal, agent or broker, or under or without authority of this article. The City Clerk and the Chief of Police shall be given free access to all such books, accounts, papers, records, files, safes and vaults.

3-1708. Suspension or revocation of license; notice and hearing.

(a) Any license issued under this article may be suspended or revoked, after due notice and public hearing, if the licensee:

(1) Has failed to pay the annual license fee.

(2) Has violated any provisions of this article or K.S.A. 16-706, et seq.

(3) Has been convicted of or pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense, if such conviction or plea occurred subsequent to or within the ten (10) years immediately prior to the date of the licensee's application for the license.

(b) Any license issued under this article shall be revoked, after due notice and hearing thereon, if it shall be proved at the hearing that the licensee sold any handgun to a minor.

(c) Said hearing herein provided shall be held by the City Commission within thirty (30) days after notice thereof, and the alleged violation determined by written order of the City Manager within sixty (60) days after such hearing is concluded; but no revocation or suspension or surrender of any license shall impair or affect the obligation of any preexisting lawful contract between the licensee and any borrower.

3-1709. Report of property pledged or purchased; required holding period for precious metal purchased; report not open to public inspection.

(a) On or before Tuesday of each week, every pawnbroker or precious metal dealer shall report the description of all property received in pledge or purchased as a pawnbroker or precious metal dealer during the preceding calendar week, in whatever quantity received, and such report shall be made in writing to the Chief of Police, on such forms and in such format as the Chief of Police may prescribe. Such report shall include all property purchased as secondhand merchandise at wholesale, secondhand merchandise taken in for sale or possessed on consignment for sale and secondhand merchandise taken in trade. No such report need be made concerning property or merchandise acquired from another pawnbroker or precious metal dealer licensed in this state in a transaction involving the purchase or other acquisition from the other pawnbroker or precious metal dealer of the other pawnbroker's or dealer's stock in trade, or a substantial part thereof in bulk, where the other pawnbroker has made the reports required by this section with respect to such property or merchandise.

(b) Every precious metal dealer shall retain in the dealer's possession for a period of ten (10) days all precious metal purchased as a precious metal dealer, and such metal shall remain in the condition in which it was purchased. The ten (10) day period shall commence on the date that the Chief of Police receives the report of its acquisition in compliance with this section. If the Chief of Police has probable cause to believe that any precious metal reported by a dealer has been stolen, the Chief of Police may give written notice to the dealer to retain such metal for an additional period of fifteen (15) days. Upon such notice, the dealer shall retain such metal in an unaltered condition for an additional fifteen (15) day period unless the Chief of Police notifies the dealer in writing that the waiting period is terminated at an earlier time.

(c) Reports made under this section shall be available for inspection only by law enforcement officers and county and district attorneys and their employees, for law enforcement purposes.

3-1710. Record of transactions.

(a) At the time of making a loan, a pawnbroker shall enter in a book kept for that purpose:

(1) The date, duration, amount and charges of every loan made by the pawnbroker.

(2) A full and accurate description of the property pledged.

(3) The name, age, residence and driver's license or other personal identification number of the pledgor.

(b) At the time of purchasing precious metal, a precious metal dealer shall enter in a book kept for that purpose:

(1) The date of the purchase.
(2) A full and accurate description of each item purchased, including any identifying letters, numbers or marks on the item.

(3) The name, age, residence and driver's license or other personal identification number of the seller.

(c) The record required by this section shall be maintained by the pawnbroker or precious metal dealer at the pawnbroker's or dealer's place of business for not less than one (1) year following the date of the transaction.

3-1711. Minors; prohibited transactions.

(a) No pawnbroker shall receive into pledge, or as security for any loan, transfer, service, undertaking or advantage, anything of value from any person under the age of eighteen (18) years.

(b) No precious metal dealer shall purchase any precious metal from any person under the age of eighteen (18) years.

3-1712. Periodic inspections to determine compliance.

Law enforcement officers shall have access during regular business hours to the place of business of any pawnbroker or precious metal dealer conducting business within the city. Access shall be for the purpose of periodically inspecting property pledged or purchased in the transaction of the business of the pawnbroker or precious metal dealer, and records relating to those transactions, to determine if the pawnbroker or dealer is complying with the provisions of this article.

3-1713. Transactions in precious metals, requirements; refusal to redeliver stolen property to owner, effect.

A precious metal dealer shall require of every person from whom the dealer purchases precious metal for resale:

(a) Proof of identification.

(b) A signed statement saying that the seller is the legal owner of the precious metal or is an agent of the legal owner who is authorized to sell such metal and stating when, where and in what manner such metal was acquired by the seller.

SECTION 2. 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. 23-3439 Summary

On November 27, 2023, the City Commission passed Ordinance No. 23-3439. The ordinance amends Chapter 3 the City Code of the City of Abilene, Kansas by adding a new Article 17 pertaining to licensing and regulation of pawnbrokers and precious metal dealers in 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 27th day of November, 2023.

____
Trevor D. Witt, Mayor

Attest:

____
Shayla L. Mohr, CMC

The publication summary set forth above is certified this 27th day of November, 2023.

____
Aaron O. Martin, Legal Counsel

ORDINANCE NO. ________

AN ORDINANCE AMENDING CHAPTER 3 THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATION OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Chapter 3 of the City Code of the City of Abilene, Kansas is hereby amended by adding a new Article 17 to read as follows:

Article 17. Pawnbrokers and Precious Metal Dealers

3-1701. Definitions.

For the purposes of this article, the following words and phrases shall mean:

(a) *Pawnbroker* means any person who loans money on deposit or pledge of personal property or other valuable thing, other than intangible personal property, or who deals in the purchase of personal property on the condition of selling the same back again at a stipulated price. A Pawnbroker does not include any person operating under the supervision of the State Banking Commissioner, Credit Union Administrator or Consumer Credit Commissioner of the State of Kansas.

(b) *Person* means any individual, firm, company, partnership, corporation or association.

(c) *Precious metal* means gold, silver or platinum group metals or any used articles or other used personal property containing such metals, but shall not include coins purchased for their numismatic value rather than their metal content or ingots or other industrial residue or by-products composed of such metals purchased from manufacturing firms.

(d) *Precious metal dealer* means any person who engages in the business of purchasing precious metal for the purpose of reselling such metal in any form.

3-1702. Licensure; application; fee.

(a) No person shall engage or continue in business as a pawnbroker or precious metal dealer without first obtaining a license therefore from the City Clerk.

(b) Each license shall be valid for the period terminating one year following the issuance of the license.

~~(b)~~(c) Application for a license shall be in writing and shall state the full name and place of residence of the applicant. If the applicant is a partnership, the application shall contain the name and place of residence of each member thereof or, if a corporation or association, of each officer, shareholder or member thereof. The application shall include the address of the places where the business is to be conducted, the hours and days of the week during which the applicant proposes to engage in the business of pawnbroking or dealing in precious metals at each such place, and such other information as may be necessary to determine the applicant's qualifications for a license in accordance with the provisions of this article. Each applicant shall also submit with the application:

(1) A statement that the applicant is the holder of a valid registration certificate issued by the Director of Revenue of the State of Kansas pursuant to K.S.A. 79-3608 for each place of business for which application for a license is made.

(2) A detailed inventory and description of all goods, wares, merchandise, precious metals or other property held in pledge or for sale at the time of the application at each place of business stated therein, indicating whether the same was received in pledge, purchased as secondhand merchandise or precious metal purchased for resale.

~~(c)~~(d) The initial and renewal license application shall be in a form approved by the Attorney General. Each initial and renewal application shall be accompanied by a fee ~~of twenty-five dollars ($25.00)~~as prescribed in section 1-310, which shall ~~be paid annually upon renewal of~~serve as the license~~.~~ fee for the period terminating one year following the issuance of the license. All such fees received by the City Clerk shall be deposited in the City's General Fund.

~~(d)~~(e) The City Clerk shall approve, deny, or approve with conditions all license applications within fifteen (15) days of receiving a complete application.

~~(e)~~(f) Any applicant dissatisfied by the action or decision of the City Clerk under this section shall have the right to appeal such action or decision to the City Commission within fifteen (15) days after the written decision of the City Clerk has been mailed to the applicant.

~~(f)~~(g) An appeal to the City Commission shall be taken by filing with the city clerk a written statement setting forth the grounds for the appeal. An appeal shall be considered at the next City Commission meeting following the city clerk's receipt of the written appeal, but in no event more than fifteen (15) days after the city clerk's receipt of such written appeal. Notice of the time and place of the hearing shall be given to the applicant.

~~(g)~~(h) The City Commission may affirm, overrule, or modify the decision of the City Clerk.

3-1703. Qualifications.

No license or renewal thereof shall be granted to:

(a) Any person who is not a citizen of the United States.

(b) Any person who has not been an actual resident of the State of Kansas for at least two (2) years immediately preceding the date of the application.

(c) Any person who has been convicted of or who has pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense within the ten (10) years immediately prior to such person's application for a license.

(d) Any person whose license has been revoked for cause under the provisions of this article or K.S.A. 16-706, et seq.

(e) Any person is not at least twenty-one (21) years of age.

(f) Any person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

(g) Any person who does not own the premises for which a license is sought, unless he has a written lease therefore for at least three-fourths (3/4) of the period for which the license is to be issued.

(h) Any person whose spouse would be ineligible to receive a license hereunder for any reason other than the age, citizenship and residence requirements.

(i) Any partnership, unless each of the partners shall be eligible to receive a license as an individual.

(j) A corporation, if any officer, manager, director or stockholder would be ineligible to receive a license as an individual.

3-1704. Transfer of stock by stockholder of corporate licensee; effect.

(a) It shall be unlawful for any shareholder of a corporate licensee to transfer any stock in said corporation to any person who would be ineligible to receive a license as an individual, and any such transfer shall be null and void: *Provided,* That if any such stockholder of a corporate licensee shall become deceased, and his heirs or devisees to whom said stock descends by descent and distribution or by will shall be ineligible to receive a license hereunder, then the legal representatives of said deceased stockholder's estate, his heirs and devisees shall have fourteen (14) months from the date of the death of said stockholder within which to sell said stock to a person eligible to receive a license hereunder, with such sale to be made in accordance with the provisions of the probate code and any amendments thereto. If said legal representatives, heirs and devisees shall fail, refuse or neglect to so convey said stock within the time hereinbefore prescribed, then said stock shall revert to and become the property of the corporation, for which the corporation shall pay to said legal representatives, heirs or devisees the book value of such stock. If the stock in any corporation shall be the subject of any trust heretofore or hereafter created, the trustee or trustees and the beneficiaries of each trustee and beneficiary of said trust who is twenty-one (21) years of age or older must be a person who would be eligible to receive a license, or the trustee shall be and is hereby authorized and required, within fourteen (14) months after the effective date of the trust, to sell said stock to a person eligible to receive a license under this act, and the trustee shall hold and disburse the proceeds thereof in accordance with the terms of the trust, or the license of the corporation shall be forfeited.

(b) During the fourteen-month periods hereinbefore mentioned, a corporation shall not be denied a license or have its license revoked if it meets all of the other requirements necessary to have a license as provided in this act.

3-1705. Contents of license; display; license for each place of business.

The license of a pawnbroker or precious metal dealer shall state the address at which the business is to be conducted and shall state fully the name of the licensee. If the licensee is a partnership, the license shall state the names of the members thereof and, if a corporation, the date and place of its incorporation and the names of all shareholders thereof. Such license shall be kept conspicuously posted in the place of business of the licensee and shall not be transferable or assignable. Not more than one place of business shall be maintained under the same license, but more than one (1) license may be issued to the same licensee upon compliance with all the provisions of this act governing the issuance of an initial license.

3-1706. Change in location of place of business; notice; duplicate license; restrictions.

Whenever a licensee shall change its place of business to another location within the corporate limits of the city, the licensee shall immediately give written notice thereof to the City Clerk. The City Clerk shall then issue a duplicate license which shall show, in addition to all the information appearing on the old license, a record of the change of location and the date thereof, which new license shall be authority for the operation of such business under such license at such location. The licensee shall return the old license to the City Clerk as soon as the new license has been received and the change in location has taken place.

3-1707. Examination of books, accounts, records.

Each licensee shall keep and use in the licensee's business such books, accounts and records as will enable the City Clerk or the Chief of Police to determine whether such licensee is complying with the provisions of this article. The City Clerk or the Chief of Police may examine or cause to be examined the books, accounts, records and files used by any licensee or by any other person engaged in the business of pawnbroking or dealing in precious metals, irrespective of whether such person acts or claims to act as principal, agent or broker, or under or without authority of this article. The City Clerk and the Chief of Police shall be given free access to all such books, accounts, papers, records, files, safes and vaults.

3-1708. Suspension or revocation of license; notice and hearing.

(a) Any license issued under this article may be suspended or revoked, after due notice and public hearing, if the licensee:

(1) Has failed to pay the annual license fee.

(2) Has violated any provisions of this article or K.S.A. 16-706, et seq.

(3) Has been convicted of or pleaded guilty to a felony under the laws of this state, or any other state, or of the United States, or shall have forfeited his or her bond to appear in court to answer charges for any such offense, if such conviction or plea occurred subsequent to or within the ten (10) years immediately prior to the date of the licensee's application for the license.

(b) Any license issued under this article shall be revoked, after due notice and hearing thereon, if it shall be proved at the hearing that the licensee sold any handgun to a minor.

(c) Said hearing herein provided shall be held by the City Commission within thirty (30) days after notice thereof, and the alleged violation determined by written order of the City Manager within sixty (60) days after such hearing is concluded; but no revocation or suspension or surrender of any license shall impair or affect the obligation of any preexisting lawful contract between the licensee and any borrower.

3-1709. Report of property pledged or purchased; required holding period for precious metal purchased; report not open to public inspection.

(a) On or before Tuesday of each week, every pawnbroker or precious metal dealer shall report the description of all property received in pledge or purchased as a pawnbroker or precious metal dealer during the preceding calendar week, in whatever quantity received, and such report shall be made in writing to the Chief of Police, on such forms and in such format as the Chief of Police may prescribe. Such report shall include all property purchased as secondhand merchandise at wholesale, secondhand merchandise taken in for sale or possessed on consignment for sale and secondhand merchandise taken in trade. No such report need be made concerning property or merchandise acquired from another pawnbroker or precious metal dealer licensed in this state in a transaction involving the purchase or other acquisition from the other pawnbroker or precious metal dealer of the other pawnbroker's or dealer's stock in trade, or a substantial part thereof in bulk, where the other pawnbroker has made the reports required by this section with respect to such property or merchandise.

(b) Every precious metal dealer shall retain in the dealer's possession for a period of ten (10) days all precious metal purchased as a precious metal dealer, and such metal shall remain in the condition in which it was purchased. The ten (10) day period shall commence on the date that the Chief of Police receives the report of its acquisition in compliance with this section. If the Chief of Police has probable cause to believe that any precious metal reported by a dealer has been stolen, the Chief of Police may give written notice to the dealer to retain such metal for an additional period of fifteen (15) days. Upon such notice, the dealer shall retain such metal in an unaltered condition for an additional fifteen (15) day period unless the Chief of Police notifies the dealer in writing that the waiting period is terminated at an earlier time.

(c) Reports made under this section shall be available for inspection only by law enforcement officers and county and district attorneys and their employees, for law enforcement purposes.

3-1710. Record of transactions.

(a) At the time of making a loan, a pawnbroker shall enter in a book kept for that purpose:

(1) The date, duration, amount and charges of every loan made by the pawnbroker.

(2) A full and accurate description of the property pledged.

(3) The name, age, residence and driver's license or other personal identification number of the pledgor.

(b) At the time of purchasing precious metal, a precious metal dealer shall enter in a book kept for that purpose:

(1) The date of the purchase.
(2) A full and accurate description of each item purchased, including any identifying letters, numbers or marks on the item.

(3) The name, age, residence and driver's license or other personal identification number of the seller.

(c) The record required by this section shall be maintained by the pawnbroker or precious metal dealer at the pawnbroker's or dealer's place of business for not less than one (1) year following the date of the transaction.

3-1711. Minors; prohibited transactions.

(a) No pawnbroker shall receive into pledge, or as security for any loan, transfer, service, undertaking or advantage, anything of value from any person under the age of eighteen (18) years.

(b) No precious metal dealer shall purchase any precious metal from any person under the age of eighteen (18) years.

3-1712. Periodic inspections to determine compliance.

Law enforcement officers shall have access during regular business hours to the place of business of any pawnbroker or precious metal dealer conducting business within the city. Access shall be for the purpose of periodically inspecting property pledged or purchased in the transaction of the business of the pawnbroker or precious metal dealer, and records relating to those transactions, to determine if the pawnbroker or dealer is complying with the provisions of this article.

3-1713. Transactions in precious metals, requirements; refusal to redeliver stolen property to owner, effect.

A precious metal dealer shall require of every person from whom the dealer purchases precious metal for resale:

(a) Proof of identification.

(b) A signed statement saying that the seller is the legal owner of the precious metal or is an agent of the legal owner who is authorized to sell such metal and stating when, where and in what manner such metal was acquired by the seller.

SECTION 2. 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 _________, 2023, the City Commission passed Ordinance No. _____. The ordinance amends Chapter 3 the City Code of the City of Abilene, Kansas by adding a new Article 17 pertaining to licensing and regulation of pawnbrokers and precious metal dealers in 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 ____ day of ___________, 2023.

____
Trevor D. Witt, Mayor

Attest:

____
Shayla Mohr, City Clerk

The publication summary set forth above is certified this ____ day of ___________, 2023.

____

Aaron O. Martin, Legal Counsel

KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Construction Observation and Materials Testing Services for CCLIP Project

Department: Public Works

Staff Contact: City Manager/City Engineer

Background: Olssen Engineering has submitted a professional agreement to perform construction inspection and testing services for the City Connecting Link Improvement Program (CCLIP) project on K-15 from SW 6th St to the UPRR, in the amount of $74,300.00.

At the last meeting the commission approved awarding the bid to Ebert Construction.

The cost for these services were included in the grant application submitted to KDOT in August 2021, and are eligible participating costs. Up to 90% of the cost ($66,870.00) can be included in the $600,000 award from KDOT.

Recommendation:

Approve the agreement with Olssen Engineering for the Construction Observation and Materials Testing Services for the K-15 from SW 6th St to UPRR CCLIP project.

Fiscal Note:

$7,430

Funding Source:

Special Street Fund

olsson

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
ABILENE, KS CCLIP WORK ORDER
AMENDMENT #1

Date: November 2, 2023

This AMENDMENT ("Amendment") hereby amends the Abilene, KS CCLIP Work Order which was executed July 25, 2022 in conjunction with the Master Agreement for Professional Services dated November 12, 2020 between The City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at:	Abilene, Kansas
Project Description:	Construction Observation and Materials Testing Services for the CCLIP project (K-15 from SW 6th Street to UPRR) 021 U-2396-01.

The Abilene, KS CCLIP Work Order is amended as follows:

GENERAL

Olsson will furnish Construction Observation and Materials Testing Services during the construction phase of the Abilene, Kansas CCLIP project.

By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The construction duration is estimated at 85 working days.

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

TASK I – CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Construction observation and material testing services have been requested for the CCLIP project referenced above. We propose to provide our special inspections and materials testing services in the following manner:

On Site Field Inspection – Olsson shall furnish construction inspection services on a varied level of part-time service during the active phases of the project. Olsson's on-site representative will perform inspection to ensure the work is proceeding in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the contract documents. Whenever the field observer believes that any work is unsatisfactory, faulty or defective; or does not conform to the contract documents; or has been damaged; or does not meet the requirements of any governing agency, test or approval required to be made; then the field observer shall contact the City to inform them of the defective work. The City shall review the work in question and direct the Contractor to remove, repair or reconstruct the defective work to bring the work into conformance with the contract requirements.

Project Reporting – Olsson's field staff will prepare field reports summarizing each day's field tests and identify items with tests that are not in compliance with the project drawings and/or specifications.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report field observations and test results to the Contractor and City as provided herein.

- Project Reporting – Daily

Testing – Olsson shall provide materials testing and other testing as required for construction of the pavement replacement for this project.

TASK II – Project Management and Administration

Project management and administration services have been requested for the CCLIP project. This will include additional services to review submittals and perform necessary project meetings.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	December 2023
Anticipated Completion Date:	June 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the lump sum amount of SEVENTY FOUR THOUSAND THREE HUNDRED dollars ($74,300.00) in addition to the fee(s) set forth in the Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Rian Eddie at 785-565-1637.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Rian Eddie
Rian Eddie

By Brayson Benne
Brayson Benne, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

____
(Client Name)

By ____________________________
Signature

Printed Name ____________________

Title ___________________________ Dated: ________________________

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Member

Wendy Miller
Member

Dee Marshall
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Lon Schrader
Public Works Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Olsson Master Agreement Work Order No. 5

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

The City of Abilene has been working with Diane Hofer, PE with Olsson Engineering on airport projects since June 28, 2022, through the Master Agreement for Professional Services. Olsson has submitted Work Order No. 5 to displace the Runway 17 threshold by 186.19 feet as needed to match the existing runway edge lights based on the FAA's finding for compliance with mitigating the railroad clearance obstruction (in accordance to the FAA's AC 150/5370-10-Standards for Specifying Construction of Airports) to include:

- Installation of 8 new outboard threshold lights
- Replacement of lens on 8 existing threshold lights
- Installation of new PAP-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILS
- Marking of the entire runway surface, taxiway lead-in lines and taxiway hold lines adjacent to the runway

Phase 1: Design and Planning
Phase 2: Bidding

Anticipated start date: December 1, 2023
Anticipated completion date: August 1, 2024

Attachments:
Olsson's Master Agreement Work Order No. 5

Recommendation:

Approve Master Agreement Work Order No. 5, Displaced Threshold with Olsson Engineering in the amount of $62,262.79.

Fiscal Note:

Total $62,262.79: Design & Planning $53,475.98 Bidding $8,786.81
10% City match of the project ($6,226.28)
90% Reimbursed from FAA AIP ($56,036.51)

Funding Source:

Airport Special Projects Fund

MASTER AGREEMENT WORK ORDER NO. 5
DESIGN & BIDDING PHASE – DISPLACED THRESHOLD

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated June 28, 2022 between the City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene Municipal Airport

Project Description: Displace the Runway 17 threshold by 186.19 feet or as needed to match the existing runway edge lights, including:

- Installation of 8 new outboard threshold lights
- Replacement of lens on 8 existing threshold lights
- Installation of new PAPI-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILs
- Marking of the entire runway surface, taxiway lead-in lines and taxiway hold lines adjacent to the runway

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 1: DESIGN PHASE

a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

b. Conduct a project kickoff meeting via conference call in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.

c. Finalize design criteria (ARC and TDG) in accordance with FAA Advisory Circulars. Submit a preliminary layout and brief explanation. Coordinate with FAA to ensure acceptance.

d. Conduct field assessment of the existing site and take photographs of the project area. ("Field Assessment"). One project engineer shall conduct the on-site investigation. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

e. Conduct topographic survey on airport, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

f. Analyze the PAPI obstacle surface using the AGIS survey data from the previous project to ensure the threshold location will meet FAA standards.

g. Coordinate with utility companies (water, gas, and communications) that have lines crossing the project site and determine their requirements.

h. Develop preliminary layout and locations for the PAPIs and REILs.

i. Develop preliminary Construction Safety & Phasing Plan (CSPP).

j. Present the preliminary results and recommendations via teleconference with the Sponsor and the FAA. Incorporate applicable comments into the final plans, specifications, and design report.

k. Prepare Disadvantaged Business Enterprise (DBE) goals. Update the DBE program as needed.

l. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
    (1) Guide No. 920 – Engineering Report
    (2) Guide No. 930 – Plans and Specifications

(3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
(4) Guide No. 950 – Sponsor Modifications of FAA Standards
(5) Guide No. 960 – Operation Safety on Airports

m. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

   No reviews will be submitted for the PAPIs, REILs or lights because they are fixed by function.

n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

o. Submit plans, specifications, contract documents and engineer's design report for review within 90 days of the date that the Sponsor executed this Agreement.

90% SUBMITTAL			
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**
Sponsor	Electronic	Electronic	1 Half Size & Electronic
FAA	Electronic	Electronic	Electronic

p. Prepare all Sponsor Certifications for Sponsor's signature.

q. Conduct a plan-in-hand review meeting on-site with the Sponsor.

r. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment.

FINAL SUBMITTAL				
	Contract Documents & Specifications	**Engineer's Design Report**	**Plans**	**Response to Comments**
Sponsor	Electronic	Electronic	1 Half & Full Size & Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

PHASE 2: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.

b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.

c. Pre-bid conference is NOT included in the scope of services, due to the project's small size.

d. Answer questions raised during the bidding process.

e. Issue addenda as required.

f. Attend the bid opening at the Sponsor's location.

g. Tabulate and analyze bid results.

h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.

i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:

    1. Bid date
    2. Summarized bid table
    3. Evaluation of unit price extensions and total base bid, including an error check
    4. Addendums and acknowledgements
    5. Additional insured cost if any

6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
7. Buy American compliance
8. Confirmation of bidder's signature on proposal form
9. Bid guarantee
10. Pre-qualification requirements
11. Pre-bid meeting (if any)
12. Review of qualifications
13. Debarment list verification
14. Recommendation to award

j. Conduct one {meeting/teleconference} to present bids to the Sponsor. {optional}

k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.

l. Prepare AIP Project Application forms

m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor, and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 1, 2023
Anticipated Completion Date (including signed construction contracts): August 1, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of

$ 53,500 for the Design Phase, as shown on Exhibit A; and

$ 8,800 for the Bidding Phase, as shown on Exhibit B.

Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Leann Johnson.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Diane Hofer ______________________ By ______________________

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ABILENE

By ______________________
Signature

Print Name ______________________

Title ______________________ Dated: ______________________

EXHIBIT A
DESIGN PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

Title	Total Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	8.0	$89.15	$713.20
Sr. Project Engineer	12.0	$71.65	$859.80
Project Engineer	70.0	$59.15	$4,140.50
Elec. or Mech. Engineer	0.0	$71.10	$0.00
Associate Engineer	53.0	$49.25	$2,610.25
Assistant Engineer	36.0	$37.00	$1,332.00
Registered Surveyor	4.0	$56.20	$224.80
Sr. Technician	92.0	$33.50	$3,082.00
Asst. Technician	38.0	$30.00	$1,140.00
Sr. Clerical	50.0	$31.50	$1,575.00
		Total Direct Salary Costs:	$15,677.55

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs**	185.88%	$29,141.43

3. Fixed Fee: 15% of Items 1 & 2 — $6,722.85

4. Direct Nonsalary Expenses

Travel	730	Miles @	$0.655	$478.15	
Meals	2	Days @	$59.00	$118.00	
Motel	1	Days @	$98.00	$98.00	
Copies, Prints, Shipping				$1,240.00	
Drilling Expenses				$0.00	
				Total Expenses:	$1,934.15

5.	Subtotal of Items 1 - 4	$53,475.98
6.	Subcontract costs	$0.00
7.	Lump Sum Amount - Total Items 5 & 6	$53,475.98
	Rounded:	$53,500.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Total Costs ($)
Team Leader	0.0	$92.72	$0.00
Sr. Project Engineer	3.0	$74.52	$223.55
Project Engineer	12.0	$61.52	$738.19
Elec. or Mech. Engineer	0.0	$73.94	$0.00
Associate Engineer	9.0	$51.22	$460.98
Assistant Engineer	6.0	$38.48	$230.88
Registered Surveyor	0.0	$58.45	$0.00
Sr. Technician	4.0	$34.84	$139.36
Asst. Technician	0.0	$31.20	$0.00
Sr. Clerical	18.0	$32.76	$589.68
		Total Direct Salary Costs:	$2,382.64

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.88%	$4,428.85

3. Fixed Fee: 15% of Item 1 & 2 — $1,021.72

4. Direct Nonsalary Expenses

Travel	320	Miles @	$0.655	$209.60	
Meals	-	Days @	$59.00	$0.00	
Motel	-	Days @	$98.00	$0.00	
Copies, Prints, Shipping				$744.00	
				Total Expenses:	$953.60

5.	Subtotal of Items 1 - 4	$8,786.81
6.	Subcontract costs	$0.00
7.	Lump Sum Amount - Total Items 5 & 6	$8,786.81
	Rounded:	$8,800.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Award Bid for Compost Turner

Department: Public Works

Staff Contact: Administrative Manager Jennie Hiatt

Background:

Before Lon Schrader's retirement, we applied for a 2024 Competitive Solid Waste Grant through KDHE to acquire a much-needed compost turner for the Recycling Center. On June 26, 2023, our grant application was awarded funding for $46,516.00.

Bids were obtained for a compost turner from Midwest Bio-Systems, Tampico, IL, Frontier Industrial Corp, Lyons, OR, and Vermeer Great Plains, Goddard, KS.

Midwest Bio-Systems from Tampico, Illinois, was the lowest bid at $67,230.00.

Recommendation:

Award the bid to Midwest Bio-Systems in the amount of $67,230.00.

Fiscal Note:

The compost turner has been budgeted for within the 2023 and 2024 budgets.

The grant requires matching funds of 25% and does not cover any shipping/freight charges, therefore the total expenditure will be $19,012.50.

Funding Source:

Recycling Fund - Special Projects – 003-000-530260

MidwestBioSystems

City Of Abilene **7-Nov-23**

Aeromaster PT-120 Proposal Summary

Proposal Number: KY12628R

Composting Equipment and Accessories			
	PT-120 Total	$	62,150
	WT-1775 Total	$	-
	PT-120 Suggested Spare Parts Total	$	2,140
	Accessories Total	$	-
Composting Equipment and Accessories Total		$	64,290
	Freight from Tampico, IL to Zip Code 67410	$	2,940

Please note, all freight quotes are estimate only and due to volatile fuel prices, surcharges may occur.

Proposal Total		$	67,230
	20% Down payment due with order	$	13,446
	Balance due 2 weeks prior to shipping	$	53,784

Proposal Accepted:

City Of Abilene **Date**

Midwest Bio-systems, Inc. **Date**

See Warranty Policy in Owners manual for information on limited Warranty
Prices in this proposal are valid for 30 days from the proposal date.
However prices are subject to change without further notice
Customer is responsible for all taxes levied by state, county, and local Government Entities. If the Customer is exempt from all or part of those taxes, appropriate written documentation of the exemptions must be provided to Midwest Bio-Systems. If any Government Entity declares at a later date that taxes are due, the Customer agrees to be responsible for such taxes and fees, including any penalties or interest.

FRONTIER INDUSTRIAL CORP

28100 North Fork Rd. Lyons, Or. 97358

PO #:	**231107**
Date:	**November 7, 2023**

ISSUED BY / CONTACT

Name:	**Wayne Howe**
Phone #:	**(503) 559-0864**
Email:	**frontiersales@outlook.com**

CUSTOMER

Contact Name:	Jennie Hiatt
Phone #:	785-263-3510
Other #:	
Company:	City of Abilene
Address:	P.O. Box 519
City, State, Zip:	Abilene, Ks. 67410

Special Instructions / Notes:

All prices are in US dollars. State and local taxes are not included.
Lead time: Could be in stock, 60-70 days if not.
Quote figured at time of sale and valid for 30 days.

MODEL NUMEBR	DRUM DRIVE	QUANTITY	PRICE	TOTAL
TB-12-EC	**540 RPM PTO**	**1**	**$77,600.00**	**$77,600.00**
16" Raise and Lower Wheels		1	$0.00	$0.00
Hydraulically adjustable tongue position		1	$0.00	$0.00
Rear Tail Section		1	$0.00	$0.00
Econo Paddles		1	$0.00	$0.00
Requires Tractor with 90-125 Hp / IVT or CVT Trans			$0.00	$0.00
Requires 3 hyd. Remotes and 1 3/8-6 spline pto			$0.00	$0.00
Tractor requires 3 remotes			$0.00	$0.00
			$0.00	$0.00
Freight		1	$4,500.00	$4,500.00
			$0.00	$0.00
		TOTAL		$82,100.00

THANK YOU!

30% due with order:	$24,630.00
70% due before shipment:	$57,470.00

FRONTIER

Vermeer®
Great Plains

Date: 11/08/2023

Quoted To:
CITY OF ABILENE
419 N BROADWAY AVE.
ABILENE KS 67410

Location: GODDARD
Quote Number: Q03704
Expiry Date: 12/07/2023
Salesperson: MARLIN STOTTS
(316) 794-3500
marlin.stotts@vermeergp.com
Responsible: MARLIN STOTTS

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

New VERMEER CT612 CT612 PTO-DRIVEN DRUM STYLE COMPOST TURNER 70,677.96
****INCLUDING THE FOLLOWING OPTIONS****
CT612001 CT612 PTO-DRIVEN DRUM STYLE COMPOST TURNER
CT612042 LOW SPEED TRANSPORT WHEELS
CT612074 1000 RPM PTO DRUM DRIVE
CT612104 FLAIL, HARD SURFACED
LEAD TIME IS MARCH/APRIL 2024

SOURCEWELL ACCOUNT # 148024
THIS PRICE IS GOOD THROUGH JANUARY 1, 2024. THERE COULD BE UP TO A 4% INCREASE FROM JANUARY 1 THROUGH APRIL 1,2024. THEN A POSSIBLE INCREASE OF UP TO A 4% FROM APRIL 1,2024 THROUGH JULY 1, 2024.THE NUMBERS WOULD BE AS FOLLOWS FOR THE 1ST AND 2ND QUARTER OF 4% EACH IF THERE IS AN INCREASE.
****

CT612 COMPOST TURNER (SOURCEWELL PRICING)	$70,677.96
ESTIMATED PRICE INCREASE OF POSSIBLE (8%)	$5,767.32
FREIGHT/PREP	$4,600.00
TOTAL	$81,045.28

Additional Charges

EXCISE TAX KANSAS	0.75
DEALER FRT / PREP	4,600.00

Comments
THANK YOU FOR THIS OPPORTUNITY.
PLEASE CONTACT ME WITH ANY QUESTIONS.
MARLIN STOTTS 316.371.4412
MARLIN.STOTTS@VERMEERGP.COM

Selling Price:	75,278.71
Tax:	
Net Selling Price:	75,278.71

Request for Purchase

Date 11/17/23

Department Public Works

Fund 003 Recycling Fund **Dept** 000

Object Expense Code & Description Special Projects - 003-000-530260

Budget Amount 67,230.00

Description (include product, manufacture, or model number)	Quantity	Unit Price	Total Price
Aeromaster Compost Turner - PT-120	1	1	$ 67,230.00
Click or tap here to enter text.			$ 0.00
Click or tap here to enter text.			$ 0.00
Click or tap here to enter text.			$ 0.00
Click or tap here to enter text.			$ 0.00

Notes: 2024 Solid Waste Grant awarded in the amount of $46,516.00, with our cost share amount being $19,012.50.

Minimum Three Bids Required

Vendor Midwest Bio Systems, Inc. Bid Amount $67,230.00
Contact Person Kelly Young – 815-564-8419/KellyLunn@MidwestBioSystems.com
Contact Method ☒ E-Mail ☐ Internet ☒ Phone ☐ Other Click or tap here to enter text.

Vendor Frontier Industrial Corp Bid Amount 82,100.00
Contact Person Wayne Howe – 503-559-0864/frontiersales@outlook.com
Contact Method ☒ E-Mail ☐ Internet ☒ Phone ☐ Other Click or tap here to enter text.

Vendor Vermeer Great Plains Bid Amount $75,278.71
Contact Person Marlin Stotts – 316-371-4412/marlin.stotts@vermeergp.com
Contact Method ☒ E-Mail ☐ Internet ☒ Phone ☐ Other Click or tap here to enter text.

Vendor Click or tap here to enter text. Bid Amount _____
Contact Person Click or tap here to enter text.
Contact Method ☐ E-Mail ☐ Internet ☐ Phone ☐ Other Click or tap here to enter text.

Submitted by: Jennie Hiatt
(Employee)

Approved by: Ron Marsh
(Department Director)

Date/Initials: RM

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Regular Meeting

Topic: Audit Engagement Letter

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:
The City of Abilene entered into an agreement for services with Varney & Associates, CPAs, LLC out of Manhattan, KS, on June 17, 2020, to audit the statement of regulatory-basis receipts, expenditures and unencumbered cash balances for fiscal year ending December 31, 2023.

Attachments:
June 17, 2020 Engagement Letter (agreement signed for 2020, 2021, 2022, 2023 & 2024)
November 14, 2023 Engagement Letter (needs signed)

Recommendation:

Authorize the mayor to sign the engagement letter for Varney & Associates to audit the City of Abilene's financial statement for the year ending December 31, 2023.

Fiscal Note:

2024 Budget not to exceed $13,500

Funding Source:

General Fund-Audit Services

November 14, 2023

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

You have requested that we audit the fund summary statement of receipts, expenditures and unencumbered cash balances – regulatory basis of City of Abilene, Kansas, as of and for the year ended December 31, 2023, and the related notes to the financial statement. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Kansas Municipal Audit and Accounting Guide* (KMAAG) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information other than RSI will accompany City of Abilene, Kansas's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and additional procedures in accordance with GAAS and KMAAG. We intend to provide an opinion on the following supplementary information in relation to the financial statement as a whole:

- Summary of Expenditures – Actual and Budget
- Schedule of Receipts and Expenditures – Actual and Budget

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and KMAAG. As part of our audit we exercise the professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Auditor Responsibilities (Continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Abilene, Kansas's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and KMAAG.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of City of Abilene, Kansas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the financial statement in accordance with KMAAG, a regulatory basis of accounting;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statement such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit; and
    iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
d. For including the auditor's report in any document containing the financial statement that indicates that the financial statement has been audited by the entity's auditor;

Management Responsibilities (Continued)

e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
f. For adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statement as a whole; and
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statement, or if the supplementary information will not be presented with the audited financial statement, to make the audited financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Abilene, Kansas's basic financial statement. Our report will be addressed to the governing body of City of Abilene, Kansas. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management.
- Assist in preparation of the financial statement as of and for the year ended December 31, 2023.

We will not assume management responsibilities on behalf of City of Abilene, Kansas. However, we will provide advice and recommendations to assist management in performing its responsibilities.

City of Abilene, Kansas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Nonattest Services (Continued)
Our responsibilities and limitations of the engagement are as follows:

- This engagement is limited to the accounting services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries. Our firm will advise City of Abilene, Kansas with regard to tax positions taken in the preparation of the tax return, but City of Abilene, Kansas must make all decisions with regard to those matters.

Other
We have identified the following significant risk as part of our audit planning: management override of controls - in all cases, audit standards require us to treat the potential for management override of controls as a significant risk during planning. Audit standards have concluded that since management is in a unique position to perpetrate fraud because of management's ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively. We will design and perform procedures to address this risk during our audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees
During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

April G. Swartz, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will not exceed $13,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Abilene, Kansas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

Provisions of Engagement Administration, Timing and Fees (Continued)
We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement including our respective responsibilities. We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Please ensure that the governing body receives a copy of this engagement letter.

Sincerely,

Varney & Associates, CPAs, LLC

Certified Public Accountants
Manhattan, Kansas

RESPONSE:
This letter correctly sets forth our understanding of City of Abilene, Kansas.

Acknowledged, agreed and shared with governing body on behalf of City of Abilene, Kansas by:

Name: ____

Title: ____

VARNEY
& ASSOCIATES, CPAs, LLC

June 17, 2020

City of Abilene, Kansas
PO Box 519
Abilene, KS 67410

Dear Governing Body Members:

The following represents our understanding of the services we will provide City of Abilene, Kansas (the City). You have requested that we audit the statement of regulatory-basis receipts, expenditures, and unencumbered cash balances of City of Abilene, Kansas (the City), as of December 31, 2020, 2021, 2022, 2023, and 2024, and for the years then ended and the related notes, which collectively comprise the City's basic financial statement as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the basic financial statement.

Supplementary information other than RSI will accompany the City's basic financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statement and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statement or to the basic financial statement itself, and additional procedures in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). We intend to provide an opinion on the following supplementary information in relation to the basic financial statement as a whole:

- Schedule of expenditures – actual and budget (regulatory basis)
- Schedule of individual fund receipts and expenditures – actual and budget (regulatory basis)

Auditor Responsibilities
We will conduct our audit in accordance with U.S. GAAS and the *Kansas Municipal audit and accounting Guide* (KMAAG). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statement is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statement, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statement. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statement and related matters.

1501 Poyntz Avenue
Manhattan, KS 66502

785-537-2202 • fax 785-537-1877
http://www.varney.com

1020 Commercial St., Suite A
Emporia, KS 66801

Auditor Responsibilities (Continued)
Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and KMAAG.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the basic financial statement in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statement that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the basic financial statement is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations
As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statement is free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities
Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statement in accordance with KMAAG;
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a basic financial statement that is free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statement such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit; and
    iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
d. For including the auditor's report in any document containing a basic financial statement that indicates that such basic financial statement has been audited by the City's auditor;
e. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statement as a whole;
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

Management Responsibilities (Continued)

i. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statement, or if the supplementary information will not be presented with the audited basic financial statement, to make the audited basic financial statement readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. The nonattest services to be provided are as follows: assistance with financial statement preparation.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statement. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statement and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

April G. Swartz, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Varney & Associates, CPAs, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Provisions of Engagement Administration, Timing and Fees (Continued)
Our fees are based on the amount of time required at various levels of responsibility, not to exceed $13,500 per year. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. **This fee will include assistance with any software conversion that the City would undertake.**

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statement of which you may become aware during the period from the date of the auditor's report to the date the financial statement is issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing body the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Varney & Associates, CPAs, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Varney & Associates, CPAs, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

With respect to any nonattest services we perform, Organization's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include assistance with financial statement preparation.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statement including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

Varney & Associates, CPAs, LLC

Certified Public Accountants
Manhattan, Kansas

Encls. (as noted)

RESPONSE:
This letter correctly sets forth our understanding of City of Abilene, Kansas.

Acknowledged and agreed on behalf of City of Abilene, Kansas by:

Name: Chris Ostermann

Title: MAYOR

11. Call to Order – November 27, 2023, City Commission Study Session

12. November 27, 2023, City Commission Study Session Agenda

a. Fee Schedule Resolution

13. Consider a motion to adjourn the November 27, 2023, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, December 11, 2023, at 4 p.m.
*City Commission Study Session, December 11, 2023 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

ABILENE
KANSAS

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 27, 2023

Session: Study Session

Topic: Fee Schedule Resolution

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The city commission annually adopts a fee schedule resolution setting the fees the city charges for various services/permits/licenses/etc.

The City Manager and Department Directors review the fee schedule annually and make recommended changes to the Governing Body.

Changes to the 2024 proposed fee schedule include:

1. Mobile Food Vendor Fees – annual to $100 per year (was $200)
   We need the Commission decision on changing this to $100.00 or keeping it $200.00
2. Mobile Food Vendor Fees – 3-day Event for $25 (new option)
3. Nuisance Abatement/Code Case Mowing Fee - $100.00 per hour (no change, just adding to schedule)
4. Nuisance Abatement/Code Case Tree Removal Fee - $15.00 per hour (no change, just adding to schedule
5. Addition of Precious Metals/Pawnbroker license fee $25.00 annually – from date of issuance

Changes are highlighted in yellow on the fee schedule.

Recommendation:

Approve Resolution 121123-1, a resolution concerning license, permit and other user-related fees of the City of Abilene, Kansas.

Fiscal Note:

RESOLUTION NO. 121123-1

A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER RELATED FEES OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene provides many specific services for the citizens of Abilene;

WHEREAS, specific individuals benefit from said services; and

WHEREAS, it is appropriate public policy to require specific individuals benefiting from specific services to pay all or a portion of the cost of such services; and

WHEREAS, the Governing Body has determined that the cost of providing services should be recuperated, when possible, through the enactment of fees; and

WHEREAS, Abilene Code Section 1-310 provides that the Governing Body shall determine, by resolution, all license fees, permit fees and other user related fees established by the ordinances of the City; **SO NOW, THEREFORE,**

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

Section 1. There is hereby compiled, enacted and adopted a Schedule of License, Permit, other User Related Fees for use within the service area of the City of Abilene, Kansas, as attached hereto.

Section 2. All previous Resolutions regarding a Schedule of Fees are hereby repealed.

Section 3. That 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, this 11th day of December 2023.

CITY OF ABILENE, KANSAS

____
Trevor D. Witt, Mayor

ATTEST:

____
Shayla L. Mohr, CMC

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 012323-1

Category	Description	Amount
Administrative	Facsimile Transmission - 1st Page	$1.00
Administrative	Facsimile Transmission - Additional Pages	$0.50
Administrative	Mailing Fee	$1.00 plus postage
Administrative	Photo Copy Charges - First Page	$1.00
Administrative	Photo Copy Charges - Additional Pages	$0.50
Airport	Hangar Ground Rental Lease	$0.10 per square ft. of developed structural space per year
Airport	Ground Rental Late Fee (After February 10th)	12%
Airport	Ground Rental Late Fee (After February 15th)	$5.00 per day
Airport	Hanger Rental	$90.00 per month
Airport	Hangar Rental Late Fee (After 10th of month)	12%
Airport	Hangar Rental Late Fee (After 15th of month)	$5.00 per day
Alcoholic Beverages	Alcoholic Liquor Distributor	$500.00
Alcoholic Beverages	Alcoholic Liquor Retailer (2-year license)	$500.00
Alcoholic Beverages	Alcoholic Liquor Temporary Permit	$25.00
Alcoholic Beverages	Cereal Malt Beverage - Consumption on premise	$200.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Packaged Sales	$50.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Special Event/Temporary Permit	$25.00 plus applicable ABC fees
Alcoholic Beverages	Class "A" Club (2-year license)	$300.00
Alcoholic Beverages	Class "B" Club (2-year license)	$500.00
Alcoholic Beverages	Caterer (Temporary)	$25.00 per day
Alcoholic Beverages	Drinking Establishment (2-year license)	$500.00
Animal Control	Dog License Fee - Spayed/Neutered	$2.00
Animal Control	Dog License Fee - Not Spayed/Neutered	$5.00
Animal Control	Dog License Late Fee (After March 1st)	$2.00
Animal Control	Kennel License	$25.00
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$25.00 initial fee
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$5.00 annual renewal fee
Business	Adult Oriented Business	$250.00
Business	Fireworks License (4 Days Retail Sale)	$500.00
Business	Ice Cream Vendor - License (6 Months)	$25.00
Business	Ice Cream Vendor - Vehicle Fee	$10.00
Business	Mobile Food Vendor License-annual	change to $100 or keep $200?
Business	Mobile Food Vendor License-up to 3 day event	$25.00
Business	Solid Waste Hauler License (per truck)	$36.00
Business	Solicitors License (6 months)	$25.00
Business	Precious Metals/Pawnbroker license (annual)	$25.00 (established by statute)
Business	Transient Merchant License (90 days)	$50.00

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 012323-1

Category	Description	Amount
Community Development	Building Permit - Base Fee	$25.00
Community Development	Building Permit - Each $1,000 of value	$3.50
Community Development	Building Permit - Additional Inspections	$25.00
Community Development	Electrical Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Sewer	$10.00
Community Development	Plumbing Permit - Septic	$20.00
Community Development	Mechanical Permit - Base Fee	$25.00
Community Development	Chicken Permit-Annual Fee	$25.00
Community Development	Curb Cut/Driveway Permit	$25.00
Community Development	Demolition Permit-Residential	$25.00
Community Development	Demolition Permit-Commercial	$50.00
Community Development	Development Approval Application	$250.00
Community Development	Fence Permit	$25.00
Community Development	Mobile Home Permit	$50.00
Community Development	Roof Permit	$25.00
Community Development	Sign Permit - Base Fee	$25.00
Community Development	Licensing - Roofing Contractor-initial	$200.00
Community Development	Licensing - Roofing Contractor-renewal	$25.00 per year
Community Development	Licensing - Electrical Contractor-initial	$200.00
Community Development	Licensing - Master Electrician-renewal	$20.00 per year
Community Development	Licensing - Journeyman Electrician-renewal	$ 15.00 per year
Community Development	Licensing - Apprentice Electrician-renewal	$5.00 per year
Community Development	Licensing - Mechanical Contractor-initial	$200.00
Community Development	Licensing - Master Mechanical-renewal	$20.00 per year
Community Development	Licensing - Journeyman Mechanical-renewal	$15.00 per year
Community Development	Licensing - Apprentice Mechanical-renewal	$5.00 per year
Community Development	Licensing - Plumbing Contractor-initial	$200.00
Community Development	Licensing - Master Plumber-renewal	$20.00 per year
Community Development	Licensing - Journeyman Plumber-renewal	$15.00 per year
Community Development	Licensing - Apprentice Plumber-renewal	$5.00 per year
Community Development	Nuisance Abatement/Code Case Mowing Fee	$100.00 per hour
Community Development	Nuisance Abatement/Code Case Tree Removal	$150.00 per hour
CVB	Civic Center Rental (6 hours) $100 deposit	$100.00
CVB	Civic Center Rental (6 hours) $100 deposit Non-Profit Organization	$80.00
CVB	Civic Center Rental (12 hours) $100 deposit	$175.00
CVB	Civic Center Rental (12 hours) $100 deposit Non-Profit Organization	$120.00

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 012323-1

Category	Description	Amount
CVB	Civic Center Rental Weddings $500 deposit (8:00 am Friday - 1:00 pm Sunday)	$500.00
CVB	Table and chair set up (requires one week notice)	$150.00
Municipal Court	Court Costs	$100.00
Municipal Court	Court Record	$5.00 per case
Municipal Court	Warrant fee	$45.00 per warrant
Municipal Court	30-Day Notice (Late Fee)	$5.00
Municipal Court	Diverson Fee	$150.00-$250.00
Municipal Court	DUI Evaluation Fee	$150.00
Municipal Court	Court Appointed Attorney Fee	$250.00 per case upon conviction
Municipal Court	Fine/Bond Fee Schedule	established by Municipal Court Judge
Open Public Records	1st Page-copying fee	$1.00
Open Public Records	Each Additional Page-copying fee	$0.50
Open Public Records	Fax fee-1st page	$1.00
Open Public Records	Fax fee-each additional page	$0.50
Open Public Records	Mailing Fee	Actual cost of mailing plus $1.00
Open Public Records	Inspection/Research Fee- Readily Available Rec	No Charge
Open Public Records	Inspection/Research Fee Minimum	$10.00
Open Public Records	Inspection/Research Fee Above Minimum	Hourly rate of employee performing search plus 20%
Parks & Recreation	Community Center-Multi-Purpose Room	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Community Center-Basketball Court	$30.00 per court per hour
Parks & Recreation	Community Center-Volleyball Court	$15.00 per court per hour
Parks & Recreation	Senior Center rental	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Band Shell Rental-with Electricity	$25.00
Parks & Recreation	Band Shell Rental-without Electricity	$15.00
Parks & Recreation	Ball Diamonds-individual games	$25.00 per field
Parks & Recreation	Ball Diamonds-tournaments	$100.00 per field per day
Parks & Recreation	Rose Garden-all day	$100.00
Police	Special Purpose Vehicle	$50.00
Police	Fingerprints	$20.00 per card
Police	Accident Reports	$5.00
Police	Offense Reports	$5.00
Police	Research/Redaction Fee	Report fee plus hourly rate of employee time used
Police	Case photo(s)	$10.00
Police	Case Video(s)	$20.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 012323-1	
Category	**Description**	**Amount**
Police	Video Redaction	$50.00 minimum plus case video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Police	View Video	$20.00 plus hourly wage of employee monitoring the viewing.
Police	View Video Redaction	$50.00 minimum plus view video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Public Works	Right-of-Way Permit	$25.00
Public Works	Bulk Asphalt Millings-loaded	$15.00 per ton
Public Works	Sewer-Extraterritorial Sewer Connection	$1,500.00
Public Works	Sewer Tap Fee-if Street Work required	$500.00
Public Works	Sewer Truck-use to neighboring cities	$350.00 per hour plus mileage
Recycling	Monthly Recycling Fee	$2.50
Sewer	Inside City Limits Monthly Minimum Charge-Ordinance 22-3412, effective 3/1/2022	$15.30
Sewer	Inside City Limits Winter Water Usage Average-Ordinance 22-3412, effective 3/1/2022	$0.638 per 100 gallons
Sewer	Outside City Limits Monthly Minimum Charge-Ordinance 22-3412, effective 3/1/2022	$22.94
Sewer	Outside City Limits Winter Water Usage Average-Ordinance 22-3412, effective 3/1/2022	$0.956 per 100 gallons
Storm Drain	Drainage Unit	$1.25
Storm Drain	Single Family Dwelling (1 DU)	$1.25
Storm Drain	Multiple Family Dwelling (up to 6 units)	.7 DU per unit
Storm Drain	Multiple Family Dwelling (7 tp 40 units)	.5 DU per unit
Storm Drain	Multiple Family Dwelling (over 40 units)	.4 DU per unit
Storm Drain	Central Business District (Double frontage and corner lots assessed for the shortest frontage)	One DU per 25 ft. or increment of frontage

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 012323-1	
Category	**Description**	**Amount**
Storm Drain	Commercial/Industrial Surface Less than 20,000 SF	3.00 x $1.25 = $3.75
Storm Drain	Commercial/Industrial Surface 20,000 to 29,999 SF	3.50 x $1.25 = $4.38
Storm Drain	Commercial/Industrial Surface 30,000 to 39,999 SF	4.00 x $1.25 = $5.00
Storm Drain	Commercial/Industrial Surface 40,000 to 49,999 SF	5.40 x $1.25 = $6.75
Storm Drain	Commercial/Industrial Surface 50,000 to 59,999 SF	6.80 x $1.25 = $8.50
Storm Drain	Commercial/Industrial Surface 60,000 to 69,999 SF	8.50 x $1.25 = $10.63
Storm Drain	Commercial/Industrial Surface 70,000 to 79,999 SF	10.20 x $1.25 = $12.75
Storm Drain	Commercial/Industrial Surface 80,000 to 89,999 SF	11.90 x $1.25 = $14.88
Storm Drain	Commercial/Industrial Surface 90,000 to 99,999 SF	13.60 x $1.25 = $17.00
Storm Drain	Commercial/Industrial Surface 100,000 to 119,999 SF	17.00 x $1.25 = $21.25
Storm Drain	Commercial/Industrial Surface 120,000 to 139,999 SF	20.40 x $1.25 = $25.50
Storm Drain	Commercial/Industrial Surface 140,000 to 159,999 SF	23.80 x $1.25 = $29.75
Storm Drain	Commercial/Industrial Surface 160,000 to 179,999 SF	27.30 x $1.25 = $34.13
Storm Drain	Commercial/Industrial Surface 180,000 to 199,999 SF	30.70 x $1.25 = $38.38
Storm Drain	Commercial/Industrial Surface 200,000 to 219,999 SF	34.10 x $1.25 = $42.63
Storm Drain	Commercial/Industrial Surface 220,000 to 239,999 SF	37.50 x $1.25 = $46.88
Storm Drain	Commercial/Industrial Surface 240,000 to 259,999 SF	40.90 x $1.25 = $51.13
Storm Drain	Commercial/Industrial Surface 260,000 to 279,999 SF	44.30 x $1.25 = 55.38
Storm Drain	Commercial/Industrial Surface 280,000 to 299,999 SF	47.70 x $1.25 = $59.63
Storm Drain	Commercial/Industrial Surface 300,000 to 319,999 SF	51.10 x $1.25 = $63.88

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 012323-1	
Category	**Description**	**Amount**
Storm Drain	Commercial/Industrial Surface 320,000 to 339,999 SF	54.50 x $1.25 = $68.13
Storm Drain	Commercial/Industrial Surface 340,000 to 359,999 SF	57.90 x $1.25 = $72.38
Storm Drain	Commercial/Industrial Surface 360,000 to 379,999 SF	61.30 x $1.25 = $76.63
Storm Drain	Commercial/Industrial Surface 380,000 to 399,999 SF	64.80 x $1.25 = $81.00
Storm Drain	Commercial/Industrial Surface 400,000 to 419,999 SF	68.20 x $1.25 = 85.25
Storm Drain	Commercial/Industrial Surface 420,000 to 439,999 SF	71.60 x $1.25 = $89.50
Storm Drain	Commercial/Industrial Surface 440,000 to 459,999 SF	75.00 x $1.25 = $93.75
Storm Drain	Commercial/Industrial Surface 460,000 to 479,999 SF	78.40 x $1.25 = $98.00
Storm Drain	Commercial/Industrial Surface 480,000 to	81.80 x $1.25 = $102.25
Storm Drain	Commercial/Industrial Surface 500,000 SF and Over	85.20 x $1.25 = $106.50
Water	Water/Sewer Application Fee	$25.00
Water	Water/Sewer Transfer Fee	$25.00
Water	Water Reconnection Fee	$30.00
Water	3/4" Water Service - Inside City Limits	$1,800.00
Water	3/4" Water Service - Outsided City Limits	$1,800.00 plus $750.00 Service Fee
Water	1" Water Service - Inside City Limits	$1,950.00
Water	1" Water Service - Outside City Limits	$1,950.00 plus $750.00 Service Fee
Water	2" Water Service - Inside City Limits	Actual cost of Time, Material & Equipment plus 10%
Water	2" Water Service - Outside City Limits	$3,000 service fee plus the actual cost of time, material & equipment plus 10%
Water	Any new Service involving Railroad Tracks	Actual cost of Service plus Permittng Process
Water	Bulk Water	$25.00 plus $2.00 per 100 gallons
Water	Residential in City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	$18.77
Water	Residential in City Limits-Base Tier-Ordinance 22-3412, effective 3/1/22	$0.443 per 100 gallons

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 012323-1

Category	Description	Amount
Water	Commercial in City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	$18.77
Water	Commercial in City Limits 0-225,000 gallons-Ordinance 22-3412, effective 3/1/22	$0.443 per 100 gallons
Water	Commercial in City Limits 225,001 gallons & higher-Ordinance 22-3412, effective 3/1/22	$0.375 per 100 gallons
Water	Residential Outside City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	$37.54
Water	Residential Outside City Limits Base Tier-Ordinance 22-3412, effective 3/1/22	$0.888 per 100 gallons
Water	Commercial Outside City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	$37.54
Water	Commercial Outside City Limits 0-225,000 gallons-Ordinance 22-3412, effective 3/1/22	$0.888 per 100 gallons
Water	Commercial Outside City Limits 225,001 gallons & higher-Ordinance 22-3412, effective 3/1/22	$0.750 per 100 gallons

CITY OF ABILENE

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Batch: 112723PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36477	11/27/23	**ABILENE PRINTING & OFFICE**			
E 001-001-521010		OFFICE SUPPLIES	$2.47	58849	ENVELOPES
E 002-024-521010		OFFICE SUPPLIES	$2.47	58849	ENVELOPES
E 004-043-521010		OFFICE SUPPLIES	$2.46	58849	ENVELOPES
		Total	$7.40		
36478	11/27/23	**ABILENE ROTARY CLUB**			
E 001-001-520910		DUES-SUBSCRIPTIONS-	$438.00	STM 111423	2ND & 3RD QTR DUES - MARSH
E 013-131-520910		DUES-SUBSCRIPTIONS-	$438.00	STM 111623	2ND & 3RD QTR DUES ROLLER-WEEKS
E 001-002-520910		DUES-SUBSCRIPTIONS-	$438.00	STM 111723	2ND & 3RD QTR DUES WILKINS
		Total	$1,314.00		
36479	11/27/23	**ABILENE TERMITE & PEST CO**			
E 001-015-520710		CIVIC CENTER MAINTEN	$90.00	5730	PEST CONTROL
E 015-157-520610		BUILDING MAINTENANC	$230.00	8732	CC PEST CONTROL
		Total	$320.00		
36480	11/27/23	**ACCENT WIRE-TIE**			
E 003-000-520620		EQUIPMENT REP & MAI	$458.85	10015567	BAILING WIRE
		Total	$458.85		
36481	11/27/23	**AM CONSTRUCTION SUPPLY, INC**			
E 001-003-521231		FIRE EQUIPMENT	$479.98	2844	2 RESCUE BLADES FOR SAWS
		Total	$479.98		
36482	11/27/23	**BERRY TRACTOR & EQUIPMENT CO.**			
E 001-004-520620		EQUIPMENT REP & MAI	$613.36	03055354	SWEEPER REPAIR
		Total	$613.36		
36483	11/27/23	**BIZ SWAG**			
E 001-004-520600		VEHICLE EXPENSES	$6.66	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
E 001-005-520600		VEHICLE EXPENSES	$6.67	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
E 002-022-520600		VEHICLE EXPENSES	$6.67	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
E 003-000-520610		BUILDING MAINTENANC	$250.00	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
E 001-004-521150		UNIFORMS & ALTERATI	$198.00	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
E 002-022-521150		UNIFORMS & ALTERATI	$195.00	2483	TRUCK #'S 21,24,24B/HI-VIS HOODIES/R. CENTER
		Total	$663.00		
36484	11/27/23	**CATLETT AUTOMOTIVE INC**			
E 001-002-520600		VEHICLE EXPENSES	$6.90	162972	#08 LICENSE PLATE BULB
E 001-005-520620		EQUIPMENT REP & MAI	$15.95	163017	BEARING
E 001-005-520600		VEHICLE EXPENSES	$5.77	163025	PIN & SPINDLE KIT
		Total	$28.62		
36485	11/27/23	**CBK INC**			

CITY OF ABILENE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520700		RENT-CONTRACTS-MAI	$22.53	2023-10-31-L	COLLECTION FEES FOR OCT 2023
E 002-024-520700		RENT-CONTRACTS-MAI	$22.52	2023-10-31-L	COLLECTION FEES FOR OCT 2023
E 004-043-520700		RENT-CONTRACTS-MAI	$22.52	2023-10-31-L	COLLECTION FEES FOR OCT 2023
		Total	$67.57		
36486	11/27/23	**CF REPAIR, LLC**			
E 001-004-520620		EQUIPMENT REP & MAI	$6,709.59	7556	#10 REPAIR
		Total	$6,709.59		
36487	11/27/23	**CINTAS**			
E 004-042-521155		SAFETY EQUIPMENT	$267.21	9246245757	GLOVES
		Total	$267.21		
36488	11/27/23	**CLARK, MIZE & LINVILLE CHARTER**			
E 001-001-520110		LEGAL	$6,707.00	145431	OCT 2023 LEGAL SERVICE
E 001-001-520110		LEGAL	$2,280.00	145432	OCT 2023 GENERAL RETAINER
		Total	$8,987.00		
36489	11/27/23	**DK CTY TREASURER**			
E 005-000-520700		RENT-CONTRACTS-MAI	$68.94	10284	PROPERTY TAX @ 800 BLK 2100 AVE
E 001-008-520970		MISCELLANEOUS SERVI	$43.78	11409	PROPERTY TAX @ INDUSTRIAL PARK A
E 001-006-520970		MISCELLANEOUS SERVI	$121.80	2457	PROPERTY TAX @ NW 7TH ST (DOG PARK)
E 001-008-520970		MISCELLANEOUS SERVI	$52.14	4011	PROPERTY TAX @ INDUSTRIAL PARK A
E 001-008-520970		MISCELLANEOUS SERVI	$80.66	5204	PROPERTY TAX @ INDUSTRIAL PARK A
E 005-000-520700		RENT-CONTRACTS-MAI	$1,810.12	5949	PROPERTY TAX @ 609 S WASHINGTON
E 001-008-520970		MISCELLANEOUS SERVI	$40.82	7782	PROPERTY TAX @ INDUSTRIAL PARK A
E 001-008-520970		MISCELLANEOUS SERVI	$279.16	9137	PROPERTY TAX @ 200 BLK EAGLE DR
		Total	$2,497.42		
36490	11/27/23	**DOWNTOWN DANCE LLC**			
E 015-156-523770		COMMUNITY EDUCATIO	$1,044.00	STM 111623	NOV. TUMBLING FEES
		Total	$1,044.00		
36491	11/27/23	**EMPOWER FAMILY HEALTH AMERICAL LC**			
E 001-001-510290		EMPLOYER CONTRB TO	$149.00	STM 111523	NOV 2023 ADMIN & MONTHLY COMPLIANCE FEES
		Total	$149.00		
36492	11/27/23	**FOLEY INDUSTRIES**			
E 001-004-520620		EQUIPMENT REP & MAI	$8.65	PS03008947	#08C REPAIR
		Total	$8.65		
36493	11/27/23	**HAYS FIRE & RESCUE**			
E 001-003-521231		FIRE EQUIPMENT	$77.95	6775D	HEATED MIRROR SWITCH
		Total	$77.95		
36494	11/27/23	**IMAGE QUEST**			
E 001-001-520700		RENT-CONTRACTS-MAI	$32.79	IN4864347	COPIER CONTRACT OVERAGE CHARGE 10/25-11/24/23
E 002-024-520700		RENT-CONTRACTS-MAI	$32.79	IN4864347	COPIER CONTRACT OVERAGE CHARGE 10/25-11/24/23

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-520700		RENT-CONTRACTS-MAI	$32.79	IN4864347	COPIER CONTRACT OVERAGE CHARGE 10/25-11/24/23
		Total	$98.37		
36495	11/27/23	**JOHN'S SERVICE**			
E 001-002-521081		EVIDENCE EQUIP / SUP	$95.00	56661	TOWING
		Total	$95.00		
36496	11/27/23	**JOHNSON, LEANN**			
E 001-001-520270		TRAINING	$65.50	STM 110323	MILEAGE KSGFOA CONF OVERLAND PARK
E 002-024-520270		TRAINING	$65.50	STM 110323	MILEAGE KSGFOA CONF OVERLAND PARK
E 004-043-520270		TRAINING	$65.50	STM 110323	MILEAGE KSGFOA CONF OVERLAND PARK
		Total	$196.50		
36497	11/27/23	**KA-COMM, INC.**			
E 001-002-530390		POLICE EQUIPMENT	$46.87	190912	POLICE EQUIPMENT REPAIR
		Total	$46.87		
36498	11/27/23	**KLEIN, DANIELLE**			
E 015-153-520780		REFUND EXPENSE	$60.00	62595215	REFUND ADULT DANCE
		Total	$60.00		
36499	11/27/23	**KU PUBLIC MANAGEMENT CENTER**			
E 001-001-520270		TRAINING	$1,366.67	54049281	WILKINS - CPM PROGRAM REGISTRATIONS
E 002-024-520270		TRAINING	$1,366.67	54049281	WILKINS - CPM PROGRAM REGISTRATIONS
E 004-043-520270		TRAINING	$1,366.66	54049281	WILKINS - CPM PROGRAM REGISTRATIONS
		Total	$4,100.00		
36500	11/27/23	**LINK MEDIA OUTDOOR**			
E 013-131-520740		PROMOTION, ADS, MAR	$1,845.00	475342	MONTHLY RENT ON 6 BOARDS
		Total	$1,845.00		
36501	11/27/23	**ROBERT W KRAUS**			
E 001-001-520800		AWARDS & C0NTRIBUTI	$150.00	INV 111523	CHRISTMAS PARTY ENTERTAINMENT
E 002-024-520800		AWARDS & C0NTRIBUTI	$150.00	INV 111523	CHRISTMAS PARTY ENTERTAINMENT
E 004-043-520800		AWARDS & C0NTRIBUTI	$150.00	INV 111523	CHRISTMAS PARTY ENTERTAINMENT
		Total	$450.00		
36502	11/27/23	**LUMBER HOUSE TRUE VALUE**			
E 001-004-520620		EQUIPMENT REP & MAI	$35.96	2311-143364	#23 HUSTLER MOTOR OIL
E 004-042-520610		BUILDING MAINTENANC	$21.37	2311-143376	COUPLINGS TO FIX GARDEN HOSES
E 001-004-520620		EQUIPMENT REP & MAI	$16.34	2311-143400	OIL FILTER #23
E 001-004-520620		EQUIPMENT REP & MAI	$17.98	2311-143550	OIL #23
E 001-015-520710		CIVIC CENTER MAINTEN	$50.97	2311-145381	CVB BULBS
E 001-001-520260		SPECIAL PROJECTS	$6.29	2311-145521	CHRISTMAS DÉCOR WELCOME SIGN
E 004-042-520620		EQUIPMENT REP & MAI	$6.60	2311-145667	PINS FOR MOWER DECK
E 001-002-520610		BUILDING MAINTENANC	$3.68	2311-146842	PD BUILDING MAINTENANCE
E 001-001-521080		TOOLS & MINOR EQUIP	$10.00	2311-146843	FMS TOOLS
E 002-024-521080		TOOLS & MINOR EQUIP	$10.00	2311-146843	FMS TOOLS
E 004-043-521080		TOOLS & MINOR EQUIP	$9.99	2311-146843	FMS TOOLS
		Total	$189.18		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36503	11/27/23	**MERIDIAN MEDIA LLC**			
E 001-001-520320		PRINTING & ADVERTISI	$66.67	STM 111423	RADIO CHRISTMAS GREETING 11/23-12/25/23
E 002-024-520320		PRINTING & ADVERTISI	$66.67	STM 111423	RADIO CHRISTMAS GREETING 11/23-12/25/23
E 004-043-520320		PRINTING & ADVERTISI	$66.66	STM 111423	RADIO CHRISTMAS GREETING 11/23-12/25/23
		Total	$200.00		
36504	11/27/23	**SHAYLA MOHR**			
E 001-001-520270		TRAINING	$41.49	STM 111623	MILEAGE CCMFOA INSTITUTE WICHITA
E 002-024-520270		TRAINING	$41.48	STM 111623	MILEAGE CCMFOA INSTITUTE WICHITA
E 004-043-520270		TRAINING	$41.48	STM 111623	MILEAGE CCMFOA INSTITUTE WICHITA
		Total	$124.45		
36505	11/27/23	**INVORG INC**			
E 001-011-520705		SOFTWARE SUBSCRIPT	$1,422.00	1323	OCT 2023 MONTHLY HOSTING FEES
		Total	$1,422.00		
36506	11/27/23	**OCCK INC.**			
E 003-000-520490		OCCK SERVICES	$6,166.67	124737	OCT 2023 SERVICE @ RECYCLE CENTER
		Total	$6,166.67		
36507	11/27/23	**OLSSON**			
E 014-000-520140		ENGINEERING	$11,764.25	476491	14TH ST & GENERAL ENGINEERING
E 014-000-520140		ENGINEERING	$1,159.91	476517	14TH ST & GENERAL ENGINEERING
E 014-000-520140		ENGINEERING	$2,104.00	477166	14TH ST & GENERAL ENGINEERING
E 002-022-531060		WATER DISTRIBUTION L	$3,896.00	477192	14TH ST & GENERAL ENGINEERING
E 001-016-520970		MISCELLANEOUS SERVI	$780.00	478537	GOLDEN BELT WEST APT. CITY
		Total	$19,704.16		
36508	11/27/23	**PACE ANALYTICAL SERVICES**			
E 004-042-520210		LAB ANALYSIS & EQUIP	$420.70	2360194975	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	$326.30	2360194990	SUSPENDED SOLIDS
		Total	$747.00		
36509	11/27/23	**PARKSON CORPORATION**			
E 004-042-520620		EQUIPMENT REP & MAI	$2,859.85	AR1/5103856	EXPLOSION PROOF MOTOR FRO NORTH SPIRAL SCREEN
		Total	$2,859.85		
36510	11/27/23	**PIONEER FARM INC**			
E 001-001-520260		SPECIAL PROJECTS	$2.99	638489	REPAIR CHRISTMAS DECORATIONS
E 001-001-520260		SPECIAL PROJECTS	$2.99	638490	REPAIR CHRISTMAS DECORATIONS
E 001-001-520260		SPECIAL PROJECTS	$125.49	638893	CHRISTMAS DÉCOR WELCOME SIGN
E 002-023-520670		WELL MAINTENANCE	$8.59	638898	MOLE POISON
E 001-001-520260		SPECIAL PROJECTS	($6.99)	638919	CHRISTMAS DÉCOR WELCOME SIGN
		Total	$133.07		
36511	11/27/23	**QUADIENT FINANCE USA, INC**			
E 001-001-520220		POSTAGE & METER RE	$103.65	79000440801	POSTAGE
E 002-024-520220		POSTAGE & METER RE	$103.64	79000440801	POSTAGE
E 004-043-520220		POSTAGE & METER RE	$103.64	79000440801	POSTAGE
E 001-002-520220		POSTAGE & METER RE	$76.54	79000440801	POSTAGE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-003-520220		POSTAGE & METER RE	$14.49	79000440801	POSTAGE
E 001-008-520220		POSTAGE & METER RE	$13.23	79000440801	POSTAGE
E 001-011-520220		POSTAGE & METER RE	$217.88	79000440801	POSTAGE
E 001-012-520220		POSTAGE & METER RE	$17.58	79000440801	POSTAGE
E 015-151-520220		POSTAGE & METER RE	$29.61	79000440801	POSTAGE
		Total	$680.26		
36512	11/27/23	**ROASTER JOES, INC**			
E 001-003-520970		MISCELLANEOUS SERVI	$198.76	2064:310958	COFFEE
E 001-003-520970		MISCELLANEOUS SERVI	$99.38	2064:311740	COFFEE
		Total	$298.14		
36513	11/27/23	**ROLLER-WEEKS, JULIE**			
E 013-131-520270		TRAINING	$151.04	STM 112023	TRAINING
		Total	$151.04		
36514	11/27/23	**SECURE SHRED OF N.C.K.**			
E 001-001-520700		RENT-CONTRACTS-MAI	$17.21	STM 111523	NOV 2023 SHREDDING ADMIN/APD
E 002-024-520700		RENT-CONTRACTS-MAI	$17.21	STM 111523	NOV 2023 SHREDDING ADMIN/APD
E 004-043-520700		RENT-CONTRACTS-MAI	$17.20	STM 111523	NOV 2023 SHREDDING ADMIN/APD
E 001-002-520700		RENT-CONTRACTS-MAI	$51.63	STM 111523	NOV 2023 SHREDDING ADMIN/APD
		Total	$103.25		
36515	11/27/23	**SMART INSURANCE**			
E 001-002-520410		INSURANCE	($889.00)	4511	VEHICLE INSURANCE
E 001-004-520410		INSURANCE	$2,293.00	4580	VEHICLE INSURANCE
		Total	$1,404.00		
36516	11/27/23	**STANION WHOLESALE ELECTRIC**			
E 004-042-520610		BUILDING MAINTENANC	$285.66	5628510-00	18 GR WIRE - SIGNAL WIRE
		Total	$285.66		
36517	11/27/23	**US POST OFFICE**			
E 002-024-520220		POSTAGE & METER RE	$773.10	STM 113023	REGULAR BILLING DEC 2023
E 004-043-520220		POSTAGE & METER RE	$773.10	STM 113023	REGULAR BILLING DEC 2023
E 003-000-520320		PRINTING & ADVERTISI	$171.80	STM 113023	REGULAR BILLING DEC 2023
		Total	$1,718.00		
36518	11/27/23	**USD 435 ABILENE**			
E 015-153-521500		ATHLETIC ACADEMY	$550.00	STM 111523	3-4TH GR. ATHLETIC ACADEMY
E 015-153-521500		ATHLETIC ACADEMY	$660.00	STM 111523	5-6TH GR. ATHLETCI ACADEMY
E 015-153-522800		CAMPS	$321.50	STM 111723	BOYS BASKETBALL - AHS
E 015-153-522800		CAMPS	$321.50	STM 111723	GIRLS BASKETBALL - AHS
		Total	$1,853.00		
36519	11/27/23	**UTILITY HELPNET, INC**			
E 002-023-520620		EQUIPMENT REP & MAI	$2,350.80	4443	TECHNICAL SUPPORT
		Total	$2,350.80		
36520	11/27/23	**VAN DIEST CHEMICAL CO**			
E 001-005-521030		CHEMICALS	$644.70	89933	CHEMICALS

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E 001-005-521030		CHEMICALS	$717.00	90076	CHEMICALS
		Total	$1,361.70		
36521	11/27/23	**VERIZON**			
E 001-004-520520		TELEPHONE / INTERNE	$12.15	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$12.15	9948668851	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	$35.60	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$35.60	9948668851	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	$8.10	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$8.10	9948668851	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	$8.10	9948668851	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	$13.82	9948668851	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	$13.82	9948668851	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	$13.82	9948668851	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	$46.46	9948668851	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$58.63	9948668851	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$0.71	9948668851	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	$0.71	9948668851	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	$41.46	9948668851	CELL PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	$40.01	9948668851	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	$40.01	9948668851	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	$40.01	9948668851	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	$40.01	9948668851	CELL PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	$1,107.02	9948668851	CELL PHONE SERVICE
		Total	$1,990.89		
36522	11/27/23	**VISA - UMB ADMINISTRATION**			
E 001-001-520280		TRAVEL-MEETINGS & C	$4.00	STM 110223	LUNCH ICMA CONF MARSH
E 001-013-520610		BUILDING MAINTENANC	$18.98	STM 110223	SPRAY FACE BUMPER & SCREW REPAIR KIT
E 001-001-520280		TRAVEL-MEETINGS & C	$64.13	STM 110223	DINNER ICMA CONF MARSH
E 001-001-520910		DUES-SUBSCRIPTIONS-	$15.00	STM 110223	GFOA'S FINANCIAL POLICIES BOOK
E 002-024-520910		DUES-SUBSCRIPTIONS-	$15.00	STM 110223	GFOA'S FINANCIAL POLICIES BOOK
E 004-043-520910		DUES-SUBSCRIPTIONS-	$15.00	STM 110223	GFOA'S FINANCIAL POLICIES BOOK
E 001-001-520280		TRAVEL-MEETINGS & C	$4.59	STM 110223	TRAVEL HOTEL/AIRPORT ICMA CONF. AUSTIN
E 001-001-520280		TRAVEL-MEETINGS & C	$24.22	STM 110223	TRAVEL HOTEL/AIRPORT ICMA CONF. AUSTIN
E 001-001-520280		TRAVEL-MEETINGS & C	$28.79	STM 110223	LUNCH OCT 4 ICMA CONF MARSH
E 001-001-520280		TRAVEL-MEETINGS & C	$795.00	STM 110223	ICMA CONF OCT 1-4 AUSTIN TX
E 001-001-520270		TRAINING	$161.67	STM 110223	CCMFOA CONF REGISTRATION
E 002-024-520270		TRAINING	$161.67	STM 110223	CCMFOA CONF REGISTRATION

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	E 004-043-520270	TRAINING	$161.66	STM 110223	CCMFOA CONF REGISTRATION
	E 001-001-520270	TRAINING	$5.54	STM 110223	UBER HOTEL/RESTAURANT
	E 002-024-520270	TRAINING	$5.54	STM 110223	UBER HOTEL/RESTAURANT
	E 004-043-520270	TRAINING	$5.54	STM 110223	UBER HOTEL/RESTAURANT
	E 001-001-520270	TRAINING	$5.70	STM 110223	UBER BACK HOTEL/RESTAURANT
	E 002-024-520270	TRAINING	$5.71	STM 110223	UBER BACK HOTEL/RESTAURANT
	E 004-043-520270	TRAINING	$5.71	STM 110223	UBER BACK HOTEL/RESTAURANT
	E 001-001-520270	TRAINING	$6.27	STM 110223	BREAKFAST LKM CONF
	E 002-024-520270	TRAINING	$6.27	STM 110223	BREAKFAST LKM CONF
	E 004-043-520270	TRAINING	$6.27	STM 110223	BREAKFAST LKM CONF
	E 001-001-520270	TRAINING	$1.97	STM 110223	COFFEE @ LKM CONF
	E 002-024-520270	TRAINING	$1.97	STM 110223	COFFEE @ LKM CONF
	E 004-043-520270	TRAINING	$1.97	STM 110223	COFFEE @ LKM CONF
	E 001-001-520270	TRAINING	$49.21	STM 110223	HOTEL @ LKM CONF
	E 002-024-520270	TRAINING	$49.21	STM 110223	HOTEL @ LKM CONF
	E 004-043-520270	TRAINING	$49.21	STM 110223	HOTEL @ LKM CONF
	E 001-001-520280	TRAVEL-MEETINGS & C	$147.63	STM 110223	LKM CONF WICHITA OCT 7-9 MARSH
	E 001-001-520270	TRAINING	$49.21	STM 110223	LKM CONF
	E 002-024-520270	TRAINING	$49.21	STM 110223	LKM CONF
	E 004-043-520270	TRAINING	$49.21	STM 110223	LKM CONF
	E 001-001-520910	DUES-SUBSCRIPTIONS-	$66.68	STM 110223	ICMA DUES 2024
	E 002-024-520910	DUES-SUBSCRIPTIONS-	$66.66	STM 110223	ICMA DUES 2024
	E 004-043-520910	DUES-SUBSCRIPTIONS-	$66.66	STM 110223	ICMA DUES 2024
	E 001-001-521010	OFFICE SUPPLIES	$18.60	STM 110223	WATER FOR COMMIIS ROOM
	E 002-022-520510	ELECTRIC SERVICE	$123.73	STM 110223	ELECTRIC SERVICE WATER TOWER, CLR GARTEN, RUSSELL STOVER
	E 001-001-520270	TRAINING	$61.67	STM 110223	IIMC ANNUAL MEMBERSHIP DUES
	E 002-024-520270	TRAINING	$61.67	STM 110223	IIMC ANNUAL MEMBERSHIP DUES
	E 004-043-520270	TRAINING	$61.66	STM 110223	IIMC ANNUAL MEMBERSHIP DUES
	E 001-001-520910	DUES-SUBSCRIPTIONS-	$16.23	STM 110223	ADD ASST FIRE CHIEF
	E 002-024-520910	DUES-SUBSCRIPTIONS-	$16.22	STM 110223	ADD ASST FIRE CHIEF
	E 004-043-520910	DUES-SUBSCRIPTIONS-	$16.22	STM 110223	ADD ASST FIRE CHIEF
	E 001-001-520280	TRAVEL-MEETINGS & C	$16.90	STM 110223	LUNCH CPM CLASS NEWTON
	E 001-001-520270	TRAINING	$14.96	STM 110223	KPERS WORKSHOP LUNCH SHAYLA & KELLIE
	E 002-024-520270	TRAINING	$7.48	STM 110223	KPERS WORKSHOP LUNCH SHAYLA & KELLIE
	E 004-042-520270	TRAINING	$7.48	STM 110223	KPERS WORKSHOP LUNCH SHAYLA & KELLIE
	E 004-042-520610	BUILDING MAINTENANC	$297.58	STM 110223	FURNACE MOTORS
	E 001-004-520520	TELEPHONE / INTERNE	$34.93	STM 110223	CELL PHONE CASE/SCREEN PROTECTOR PW DIRECTOR
	E 001-001-520800	AWARDS & C0NTRIBUTI	$32.69	STM 110223	ADMIN WREATH DONATION CARES COALITION
	E 002-024-520800	AWARDS & C0NTRIBUTI	$32.68	STM 110223	ADMIN WREATH DONATION CARES COALITION
	E 004-043-520800	AWARDS & C0NTRIBUTI	$32.68	STM 110223	ADMIN WREATH DONATION CARES COALITION
	E 001-001-520280	TRAVEL-MEETINGS & C	$205.85	STM 110223	MOTEL 11/30-12/1/23 MARSH
	E 004-042-520610	BUILDING MAINTENANC	($21.60)	STM 110223	REFUND TAX FURNACE MOTORS
	E 001-001-520705	SOFTWARE SUBSCRIPT	$199.48	STM 110223	CYBERPOWER SMART APP LCD UPS SYSTEM
	E 002-024-520705	SOFTWARE SUBSCRIPT	$199.48	STM 110223	CYBERPOWER SMART APP LCD UPS SYSTEM
	E 004-043-520705	SOFTWARE SUBSCRIPT	$199.49	STM 110223	CYBERPOWER SMART APP LCD UPS SYSTEM
	E 001-001-520280	TRAVEL-MEETINGS & C	$628.00	STM 110223	ICMA MEMBERSHIP
	E 001-001-520610	BUILDING MAINTENANC	$2.26	STM 110223	BATHROOM KEYS
	E 002-024-520610	BUILDING MAINTENANC	$2.26	STM 110223	BATHROOM KEYS

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E 004-043-520610		BUILDING MAINTENANC	$2.25	STM 110223	BATHROOM KEYS
E 001-004-520425		PHYS CAP/DRUG SCR/B	$20.00	STM 110223	BACKGROUND CHECK PW DIRECTOR
E 001-004-520610		BUILDING MAINTENANC	$299.99	STM 110223	TRIPP LITE SMART UPS BATTERY BACKUP
E 001-001-520705		SOFTWARE SUBSCRIPT	$33.00	STM 110223	MONTHLY BASECAMP FEE
E 002-024-520705		SOFTWARE SUBSCRIPT	$33.00	STM 110223	MONTHLY BASECAMP FEE
E 004-043-520705		SOFTWARE SUBSCRIPT	$33.00	STM 110223	MONTHLY BASECAMP FEE
E 001-001-521010		OFFICE SUPPLIES	$18.25	STM 110223	ODOR ELIMINATORS & GLASS CLEANER
E 002-024-521010		OFFICE SUPPLIES	$18.25	STM 110223	ODOR ELIMINATORS & GLASS CLEANER
E 004-043-521010		OFFICE SUPPLIES	$18.25	STM 110223	ODOR ELIMINATORS & GLASS CLEANER
E 001-001-520520		TELEPHONE / INTERNE	$400.90	STM 110223	PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	$400.90	STM 110223	PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	$400.90	STM 110223	PHONE SERVICE
E 001-008-520520		TELEPHONE / INTERNE	$133.64	STM 110223	PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	$133.63	STM 110223	PHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	$166.32	STM 110223	PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	$244.95	STM 110223	PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	$133.63	STM 110223	PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	$163.17	STM 110223	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	$113.00	STM 110223	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	$192.53	STM 110223	PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	$70.02	STM 110223	PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	$70.02	STM 110223	PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	$70.03	STM 110223	PHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	$89.13	STM 110223	PHONE SERVICE
E 015-152-520520		TELEPHONE / INTERNE	$59.20	STM 110223	PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	$122.87	STM 110223	PHONE SERVICE
E 001-001-520970		MISCELLANEOUS SERVI	$3.99	STM 110223	CROSS FUNERAL ARRANGEMENT
E 002-024-520970		MISCELLANEOUS SERVI	$4.00	STM 110223	CROSS FUNERAL ARRANGEMENT
E 004-043-520970		MISCELLANEOUS SERVI	$4.00	STM 110223	CROSS FUNERAL ARRANGEMENT
E 001-001-520800		AWARDS & C0NTRIBUTI	$97.93	STM 110223	EMPLOYEE BBQ
E 001-001-520800		AWARDS & C0NTRIBUTI	$237.67	STM 110223	EMPLOYEE BBQ
E 001-002-520910		DUES-SUBSCRIPTIONS-	$360.00	STM 110223	POLICE OFFICER JOB AD
		Total	$8,588.08		
36523	11/27/23	**VISA - UMB AIRPORT**			
E 005-000-520520		TELEPHONE / INTERNE	$16.85	STM 110223	AWOS MONTHLY INTERNET
E 005-000-520520		TELEPHONE / INTERNE	$117.70	STM 110223	OFFICE COMPUTER INTERET
		Total	$134.55		
36524	11/27/23	**VISA - UMB COMMUNITY DEVELOP**			
E 001-011-520600		VEHICLE EXPENSES	$13.00	STM 110223	TRUCK WASH
E 001-008-520270		TRAINING	$12.10	STM 110223	LUNCH APA KS CONF IN KCMO
E 001-008-520270		TRAINING	$13.44	STM 110223	DINNER APA KS CONF IN KCMO
E 001-011-520270		TRAINING	$200.00	STM 110223	KACE REGISTRATION CONF @ MULVANE
E 001-008-520270		TRAINING	$21.84	STM 110223	DINNER APA KS CONF KCMO
E 001-008-520270		TRAINING	$15.50	STM 110223	LUNCH APA KS CONF KCMO
E 001-008-520270		TRAINING	$481.26	STM 110223	HOTEL & PARKING APA KS CONF KCMO
E 001-008-520705		SOFTWARE SUBSCRIPT	$21.69	STM 110223	ADOBE ACROBAT PRO MONTHLY SUBSCRIPTION
E 001-001-520800		AWARDS & C0NTRIBUTI	$57.96	STM 110223	CHIPS FOR STAFF BBQ

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E 001-008-521010		OFFICE SUPPLIES	$47.01	STM 110223	CHRISTMAS DÉCOR FOR COMM. DEVEL.
E 001-011-520270		TRAINING	$0.75	STM 110223	KTAG AUTOMATED BOX
E 001-008-521010		OFFICE SUPPLIES	$99.98	STM 110223	CHRISTMAS DÉCOR FOR COMM. DEVEL.
		Total	$984.53		
36525	11/27/23	**VISA - UMB CVB**			
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 110223	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$15.00	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-520740		PROMOTION, ADS, MAR	$39.00	STM 110223	COWTOWN CHRISTMAS PROMO
E 013-131-520260		SPECIAL PROJECTS	$522.05	STM 110223	OKTOBERFEST PHOTOS
E 013-131-520220		POSTAGE & METER RE	$3.75	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 110223	SOCIAL MEDIA ADS
E 001-001-520520		TELEPHONE / INTERNE	$49.00	STM 110223	MONTHLY FEE STREAM CITY COMMIS MEETINGS
E 013-131-520270		TRAINING	$71.04	STM 110223	SUPPLIES FOR TIAK PAST PRESIDENT'S RECEPTION
E 013-131-520740		PROMOTION, ADS, MAR	$48.98	STM 110223	KS TOURISM CONF SUPPLIES
E 013-131-521010		OFFICE SUPPLIES	$13.86	STM 110223	PRINTABLE NAMETAGS
E 013-131-521010		OFFICE SUPPLIES	$40.47	STM 110223	NAMETAG SUPPLIES
E 013-131-520220		POSTAGE & METER RE	$11.25	STM 110223	POSTAGE MAIL VISITOR INFO
E 001-015-530380		MISCELLANEOUS	$295.95	STM 110223	PROJECTION SCREEN, TRIPOD
E 013-131-521045		OFFICE EQUIPMENT	$214.83	STM 110223	COMPUTER MONITOR FOR TOURISM ASST
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 110223	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	$11.25	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-520270		TRAINING	$25.57	STM 110223	DINNER @ KS TOURISM CONF
E 013-131-520740		PROMOTION, ADS, MAR	$100.00	STM 110223	SOCIAL MEDIA ADS
E 013-131-520270		TRAINING	$643.68	STM 110223	LODGING @ KS TOURISM CONF
E 013-131-520220		POSTAGE & METER RE	$7.50	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-521010		OFFICE SUPPLIES	$66.33	STM 110223	OFFICE SUPPLIES
E 013-131-520220		POSTAGE & METER RE	$7.50	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-520740		PROMOTION, ADS, MAR	$99.91	STM 110223	SOCIAL MEDIA ADS
E 013-131-520270		TRAINING	$15.00	STM 110223	LUNCH @ KAPIO MEETING TOPEKA
E 013-131-520740		PROMOTION, ADS, MAR	$275.00	STM 110223	EISENHOWER MARATHON PROMO VIDEO
E 013-131-520740		PROMOTION, ADS, MAR	$108.48	STM 110223	WORLD'S LARGEST BELT BUCKLE DOMAINS RENEWALS
E 013-131-520220		POSTAGE & METER RE	$113.10	STM 110223	POSTAGE MAIL VISITOR INFO
E 013-131-520740		PROMOTION, ADS, MAR	$66.46	STM 110223	SOCIAL MEDIA ADS
E 013-131-520740		PROMOTION, ADS, MAR	$145.99	STM 110223	RUSSELL STOVER
		Total	$3,310.95		
36526	11/27/23	**VISA - UMB FIRE DEPT**			
E 001-003-520610		BUILDING MAINTENANC	$22.38	STM 110223	CAULKING & 1X6 BOARD
E 001-003-520610		BUILDING MAINTENANC	$7.68	STM 110223	MATERIALS FOR BAY AREA PROJECT
E 001-003-520610		BUILDING MAINTENANC	$27.96	STM 110223	SANDPAPER FOR BAY AREA PROJECT
E 001-003-520610		BUILDING MAINTENANC	$31.00	STM 110223	MATERIALS FOR BAY AREA PROJECT
E 001-003-521231		FIRE EQUIPMENT	$50.00	STM 110223	REPLACE FIREFIGHER LIBY 565 HELMET SHIELD
E 001-003-520270		TRAINING	$86.18	STM 110223	BATTERIES CR 123
E 001-003-520270		TRAINING	$13.79	STM 110223	AREA CHIEFS MEETING WORKING LUNCH
E 001-003-521231		FIRE EQUIPMENT	$303.64	STM 110223	BATTERIES FOR SQUAD 35
E 001-003-521040		JANITOR SUPPLIES	$223.33	STM 110223	RESTROOM SUPPLIES

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-003-521040		JANITOR SUPPLIES	$6.78	STM 110223	CAR FRESHENER/FLY TRAPS
E 001-003-521231		FIRE EQUIPMENT	$23.94	STM 110223	RV ANTIFREEZE TO WINTERIZE PUMPS
E 001-003-521040		JANITOR SUPPLIES	$96.45	STM 110223	TRUCK SOAP/CHAMOIS/BLADE DRYER THING
E 001-003-521040		JANITOR SUPPLIES	$16.28	STM 110223	KITCHEN TRASH BAGS
E 001-003-520610		BUILDING MAINTENANC	$21.16	STM 110223	PRESSURE RELIEF VALVE FOR AIR COMPRESSOR & SUPP
E 001-003-520270		TRAINING	$36.99	STM 110223	BOTTLED WATER
E 001-003-521231		FIRE EQUIPMENT	$15.38	STM 110223	PULL CORD FOR K12 ON E-34
E 001-003-521040		JANITOR SUPPLIES	$57.79	STM 110223	GARDEN HOSE CLEAN TRUCKS/BAY FLOOR
E 001-003-520705		SOFTWARE SUBSCRIPT	$1,409.62	STM 110223	REPORTING SOFTWARE & HYDRANTS
E 001-003-520970		MISCELLANEOUS SERVI	$3.39	STM 110223	SPARK PLUG FOR GENERATOR ON 34
E 001-003-520970		MISCELLANEOUS SERVI	$8.04	STM 110223	HEADLIGHT FOR 31
E 001-003-520970		MISCELLANEOUS SERVI	$10.11	STM 110223	HEADLIGHT FOR 31
E 001-003-520270		TRAINING	$250.00	STM 110223	NOZZLE FORWARD TRAINING
E 001-003-521231		FIRE EQUIPMENT	$44.15	STM 110223	SPILL CLEAN UP
E 001-003-520270		TRAINING	$250.00	STM 110223	TRAINING FOR SCFFA IN FEB.
E 001-003-521231		FIRE EQUIPMENT	$31.17	STM 110223	PULL ROPE FOR K-12 SAW ON E-34
E 001-003-520610		BUILDING MAINTENANC	$17.88	STM 110223	SUPPLIES FOR BAY PROJECT
E 001-003-520610		BUILDING MAINTENANC	$25.25	STM 110223	SUPPLIES FOR BAY PROJECT
E 001-003-521060		GASOLINE-OIL-LUBRICA	$74.76	STM 110223	OIL FOR TRUCK 39
E 001-003-520270		TRAINING	$30.00	STM 110223	EMT RENEWAL
E 001-001-520800		AWARDS & C0NTRIBUTI	$31.77	STM 110223	POTATO SALAD FOR EMPLOYEE BBQ
E 001-003-520970		MISCELLANEOUS SERVI	$15.43	STM 110223	PROPANE FOR GRILL
E 001-003-521231		FIRE EQUIPMENT	$257.06	STM 110223	BATTERIES FOR R#1
E 001-003-520610		BUILDING MAINTENANC	$8.46	STM 110223	MATERIALS FOR WORK BENCH PROJECT
		Total	$3,507.82		
36527	11/27/23	**VISA - UMB MUNICIPAL COURT**			
E 001-002-520320		PRINTING & ADVERTISI	$25.00	STM 110223	FB AD FOR JOB OPENING
E 001-002-521040		JANITOR SUPPLIES	$37.76	STM 110223	PAPER TOWELS & PAPER PLATES
E 001-002-520320		PRINTING & ADVERTISI	$11.00	STM 110223	FB AD FOR JOB OPENING
E 001-002-521010		OFFICE SUPPLIES	$45.67	STM 110223	BOTTLED WATER
E 001-002-520430		FIDELITY BONDS	$25.00	STM 110223	208 NOTARY FEE
E 001-002-521040		JANITOR SUPPLIES	$48.04	STM 110223	DRINKS FOR EMPLOYEE BBQ
E 001-002-521040		JANITOR SUPPLIES	$18.63	STM 110223	ICE & SODA FOR EMPLOYEE BBQ
		Total	$211.10		
36528	11/27/23	**VISA - UMB PARKS**			
E 008-000-530365		FRIENDS OF THE PARK	$928.92	STM 110223	WEST FAMILY MEMORIAL BENCH
E 015-151-520270		TRAINING	$100.00	STM 110223	KRPA MEMBERSHIP RENEWAL
E 001-006-521080		TOOLS & MINOR EQUIP	$16.94	STM 110223	REBAR FOR TREE STAKES
E 001-006-521200		PLAYGROUND EQUIP R	$55.47	STM 110223	PAINT FOR SWING SET
E 015-153-521050		CONCESSION SUPPLIE	$11.96	STM 110223	JR COWBOY CONCESSIONS
E 001-006-520620		EQUIPMENT REP & MAI	$14.16	STM 110223	BOLTS FOR GEAR BOX ON MOWER
E 008-000-530365		FRIENDS OF THE PARK	$902.12	STM 110223	HAGUE & LITKE MEMORIAL BENCH
E 015-153-521050		CONCESSION SUPPLIE	$131.30	STM 110223	JR COWBOY CONCESSIONS
E 001-006-521161		TREE MAINTENANCE	$25.56	STM 110223	MULCH FOR NEW TREES
E 001-006-520600		VEHICLE EXPENSES	$140.00	STM 110223	REPAIR PICKUP LIGHTS
E 001-006-521080		TOOLS & MINOR EQUIP	$34.99	STM 110223	WATER FILTER FOR FILLING SPRAYER
E 015-151-520270		TRAINING	$29.99	STM 110223	TRAINING

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 015-157-520610		BUILDING MAINTENANC	$2.99	STM 110223	HOOKS FOR TRANSFORMER DOORS
E 015-151-520270		TRAINING	$700.00	STM 110223	KRPA MEMBERSHIPS
E 008-000-530365		FRIENDS OF THE PARK	$411.70	STM 110223	MEMORIAL PLAQUES FOR WEST FAMILY
E 015-153-521050		CONCESSION SUPPLIE	$23.23	STM 110223	JR COWBOY, LITTLE ATHLETE
E 015-151-520270		TRAINING	($100.00)	STM 110223	REFUND KRPA MEMBERSHIP
E 001-006-520610		BUILDING MAINTENANC	$88.81	STM 110223	RV ANTIFREEZE FOR WINTERIZING BLGS
E 015-157-521040		JANITOR SUPPLIES	$46.77	STM 110223	BLOOD BORNE PATHOGEN KITS FOR CC
E 001-006-521040		JANITOR SUPPLIES	$46.77	STM 110223	BLOOD BORNE PATHOGEN KITS FOR CC
E 001-013-521040		JANITOR SUPPLIES	$46.77	STM 110223	BLOOD BORNE PATHOGEN KITS FOR CC
E 015-153-522900		SPECIAL EVENTS	$210.48	STM 110223	GREAT PUMPKIN HUNT SUPPLIES
E 015-157-520970		MISCELLANEOUS SERVI	($52.00)	STM 110223	REFUND WRONG ITEM
E 015-156-523770		COMMUNITY EDUCATIO	($2.31)	STM 110223	SHIPPING REFUND FOR ITEM BEING LATE
E 015-156-523770		COMMUNITY EDUCATIO	($4.68)	STM 110223	SHIPPING REFUND FOR ITEM BEING LATE
E 015-156-523770		COMMUNITY EDUCATIO	$48.96	STM 110223	PICKLEBALL PADDLES
E 015-153-522900		SPECIAL EVENTS	$100.00	STM 110223	GIFT CARDS FOR GREAT PUMPKIN HUNT
E 001-006-521210		BALL PARK SUPPLIES/R	$3.98	STM 110223	IRRIGATION BLOW OUT
E 001-006-521210		BALL PARK SUPPLIES/R	$6.58	STM 110223	IRRIGATION REPAIR
E 001-003-520970		MISCELLANEOUS SERVI	$77.60	STM 110223	FIRE DEPT HALLOWEEN CANDY, JR COWBOY CONCESSION
E 015-153-521050		CONCESSION SUPPLIE	$18.26	STM 110223	FIRE DEPT HALLOWEEN CANDY, JR COWBOY CONCESSION
E 001-001-520800		AWARDS & C0NTRIBUTI	$23.94	STM 110223	FIRE DEPT HALLOWEEN CANDY, JR COWBOY CONCESSION
E 001-013-521040		JANITOR SUPPLIES	$255.36	STM 110223	CLEANING SUPPLIES
E 015-156-523770		COMMUNITY EDUCATIO	$31.98	STM 110223	BILLARD BALLS
E 015-156-523770		COMMUNITY EDUCATIO	$85.37	STM 110223	PICKLEBALL PADDLES
E 001-006-520610		BUILDING MAINTENANC	$799.00	STM 110223	REFRIGERATOR
E 015-156-523770		COMMUNITY EDUCATIO	$20.69	STM 110223	PICKLEBALL HALLOWEEN EVENT
E 015-153-522900		SPECIAL EVENTS	$53.64	STM 110223	GREAT PUMPKIN HUNT
E 001-006-521040		JANITOR SUPPLIES	$12.50	STM 110223	STORAGE BAGS
E 001-006-521040		JANITOR SUPPLIES	$25.11	STM 110223	TOILET PAPER
E 015-157-520610		BUILDING MAINTENANC	$17.58	STM 110223	GLUE FOR REPAIR
E 015-157-521040		JANITOR SUPPLIES	$7.52	STM 110223	DISH SOAP & ROASTER BAGS
E 001-006-520610		BUILDING MAINTENANC	$20.46	STM 110223	REPAIR HOLE IN WALL
E 001-001-520800		AWARDS & C0NTRIBUTI	$15.98	STM 110223	EMPLOYEE BBQ
		Total	$5,434.45		
36529	11/27/23	**VISA - UMB POLICE DEPT**			
E 001-002-520600		VEHICLE EXPENSES	$11.00	STM 110223	CAR WASH
E 001-002-521010		OFFICE SUPPLIES	$4.88	STM 110223	PROJECT FOR CHIEF
E 001-002-520600		VEHICLE EXPENSES	$13.00	STM 110223	CAR WASH
E 001-002-520270		TRAINING	$595.00	STM 110223	INVESTIGATION CLASS
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 110223	CAR WASH 4
E 001-002-530390		POLICE EQUIPMENT	$15.99	STM 110223	RADIO REPAIR 207
E 001-002-521040		JANITOR SUPPLIES	$26.98	STM 110223	ZIP TIES FOR TRAIL CAMERAS
E 001-002-521010		OFFICE SUPPLIES	$29.98	STM 110223	HALLOWEEN EVENTS FOR KIDS
E 001-002-521040		JANITOR SUPPLIES	$63.40	STM 110223	FLOWERS FOR 213'S DAUGHTER
E 001-002-520600		VEHICLE EXPENSES	$60.07	STM 110223	CAR 12 SUPPLIES
E 001-002-520600		VEHICLE EXPENSES	$8.00	STM 110223	TRUCK WAS
E 001-002-520430		FIDELITY BONDS	$50.00	STM 110223	NOTARY RENEWAL

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-521150		UNIFORMS & ALTERATI	$92.36	STM 110223	SHIRTS
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 110223	CAR WASH
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 110223	CAR WASH 4
E 001-002-520930		K9 EQUIPMENT MAINTE	$35.58	STM 110223	K9 SUPPLIES
E 001-002-530719		POLICE DEPT DONATIO	$146.16	STM 110223	HALLOWEEN CANDY FOR TRUNK OR TREAT EVENTS
E 001-002-520600		VEHICLE EXPENSES	$93.21	STM 110223	MOUNT FOR CAR 4 COMPUTER
E 001-002-520270		TRAINING	$249.00	STM 110223	TRAINING
E 001-002-520930		K9 EQUIPMENT MAINTE	$120.00	STM 110223	K9 BOARDING
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 110223	CAR WASH 12
E 001-002-520600		VEHICLE EXPENSES	$12.00	STM 110223	CAR WASH 11
E 001-002-530390		POLICE EQUIPMENT	$115.15	STM 110223	FIELD TEST KITS
E 001-002-520600		VEHICLE EXPENSES	$15.00	STM 110223	CAR WASH
E 001-002-520270		TRAINING	$14.02	STM 110223	LUNCH TRAINING IN HAYS
E 001-002-520270		TRAINING	$70.00	STM 110223	GIFT CARDS FOR ACTIVE SHOOTER
E 001-002-520600		VEHICLE EXPENSES	$191.40	STM 110223	BRACKETS FOR MOUNT IN CAR 4 COMPUTER
E 001-002-530390		POLICE EQUIPMENT	$1,094.31	STM 110223	BP VESTS FOR SCHRADER & S. WILSON
E 001-002-530390		POLICE EQUIPMENT	$125.20	STM 110223	BODY CAMERA MOUNTS
		Total	$3,311.69		
36530	11/27/23	**VISA - UMB PUBLIC WORKS**			
E 003-000-520610		BUILDING MAINTENANC	$489.96	STM 110223	LIGHTS FOR RECYCLE CENTER
E 004-042-521010		OFFICE SUPPLIES	$31.54	STM 110223	WATER, TP, FORKS & SPOONS
E 002-022-521010		OFFICE SUPPLIES	$28.96	STM 110223	WATER, TP, FORKS & SPOONS
E 001-004-521060		GASOLINE-OIL-LUBRICA	$188.92	STM 110223	COUNTY PUMPS DOWN 10B DUMP TRUCK FUEL
E 002-022-521040		JANITOR SUPPLIES	$18.00	STM 110223	CLEANING SUPPLIES
E 002-022-521010		OFFICE SUPPLIES	$14.84	STM 110223	BOTTLED WATER
E 002-022-520600		VEHICLE EXPENSES	$173.77	STM 110223	TOOL BIN FOR BEHIND TRUCK SEAT
E 001-005-520600		VEHICLE EXPENSES	$173.76	STM 110223	TOOL BIN FOR BEHIND TRUCK SEAT
E 001-005-520600		VEHICLE EXPENSES	$596.63	STM 110223	CAUTION LIGHT BARS FOR NEW TRUCKS
E 002-022-520600		VEHICLE EXPENSES	$596.63	STM 110223	CAUTION LIGHT BARS FOR NEW TRUCKS
E 001-004-520610		BUILDING MAINTENANC	$9.99	STM 110223	HOOKS FOR KEYS, TOOL STORAGE RACK
E 001-005-520600		VEHICLE EXPENSES	$30.99	STM 110223	HOOKS FOR KEYS, TOOL STORAGE RACK
E 001-004-521080		TOOLS & MINOR EQUIP	$59.89	STM 110223	DIGITAL MULTIMETER & CASE
E 004-042-521010		OFFICE SUPPLIES	$64.78	STM 110223	COFFEE & OFFICE SUPPLIES
E 001-004-521010		OFFICE SUPPLIES	$36.65	STM 110223	COFFEE & OFFICE SUPPLIES
E 002-023-520600		VEHICLE EXPENSES	$8.47	STM 110223	FUEL CAP
E 001-001-520800		AWARDS & C0NTRIBUTI	$37.00	STM 110223	TO BE REIMB BY AAKC
E 001-004-520600		VEHICLE EXPENSES	$218.04	STM 110223	SOFTWARE SUBSCRIPTION EQUIP. REPAIP & R
E 002-022-520970		MISCELLANEOUS SERVI	$104.85	STM 110223	BLUE SPRAY PAINT
E 001-001-520800		AWARDS & C0NTRIBUTI	$6.06	STM 110223	COLESLAW CITY BBQ
E 001-001-520800		AWARDS & C0NTRIBUTI	$12.72	STM 110223	COLESLAW CITY BBQ
E 001-001-520800		AWARDS & C0NTRIBUTI	$9.77	STM 110223	COLESLAW CITY BBQ
E 001-004-520600		VEHICLE EXPENSES	$22.50	STM 110223	06C FLAT REPAIR
E 001-001-520800		AWARDS & C0NTRIBUTI	$7.35	STM 110223	DISPOSABLE PAN & RETIREMENT CARD
		Total	$2,942.07		
36531	11/27/23	**WATERWISE ENTERPRISES**			

CITY OF ABILENE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-521030		CHEMICALS	$6,300.00	10238	DPC CHEMICALS
		Total	$6,300.00		
36532	11/27/23	**WICHITA CONCRETE PIPE CO.**			
E 002-022-520665		METERS, RADIOS, PITS,	$6,408.00	I0081868	ALTITUDE VALVE VAULT
		Total	$6,408.00		
36533	11/27/23	**WINTERS, MACY**			
E 015-156-523770		COMMUNITY EDUCATIO	$408.00	STM 111723	DANCE FEES - NOVEMBER
		Total	$408.00		
36534	11/27/23	**WUTHNOW HEATING & AIR. LLC**			
E 015-157-520610		BUILDING MAINTENANC	$5,478.95	4699	CC - 3 UNITS
E 015-157-530260		SPECIAL PROJECTS	$5,478.95	4699	CC - 3 UNITS
		Total	$10,957.90		
36535	11/27/23	**XEROX FINANCIAL SERVICES**			
E 013-131-520700		RENT-CONTRACTS-MAI	$115.01	4867423	COPY MACHINE
E 001-002-520700		RENT-CONTRACTS-MAI	$249.15	4982782	COPIER
E 001-004-521010		OFFICE SUPPLIES	$158.07	4990923	COPIER LEAS
		Total	$522.23		
		002000	$127,349.83		

Fund Summary

002000 Astra Bank checking	
001 GENERAL FUND	$45,255.70
002 WATER FUND	$24,510.12
003 RECYCLING FUND	$7,626.41
004 SEWER FUND	$8,637.73
005 AIRPORT FUND	$2,013.61
008 SPECIAL PARKS & REC	$2,242.74
013 TOURISM & CONVENTION FUND	$5,719.39
014 SPECIAL STREET FUND	$15,028.16
015 RECREATION COMMISSION	$16,315.97
	$127,349.83

City of Abilene
Payroll Expenditures Report
11/24/2023 PR #24

PAYROLL CODE		TOTALS		
	NET SALARIES	$	97,430.66	
051 & 501	OASDI - CITY/EMPLOYEE	$	16,954.16	
049 & 502	MEDICARE - CITY/EMPLOYEE	$	3,965.12	
001	FEDERAL WITHHOLDING - EMPLOYEE	$	10,573.70	
503	KPERS - CITY	$	7,058.25	
056, 057, 059	KPERS EMPLOYEE	$	4,490.94	**$ 11,549.19**
054	KPERS BUYBACK	$	309.98	
505	KPERS RETIREE/EMPLOYER	$	-	
153	KPERS GROUP LIFE - EMPLOYEE	$	142.59	
504	KPF - CITY	$	14,387.29	
61	KPF EMPLOYEE	$	4,499.95	**$ 18,887.24**
155	KPF GROUP LIFE- EMPLOYEE	$	102.80	
105 & 540	FTC 457 - CITY/EMPLOYEE	$	1,265.00	
204	LPL FINANCIAL 529 - EMPLOYEE	$	50.00	
110	LPL FINANCIAL SAVINGS - EMPLOYEE	$	175.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	$	-	
005	STATE TAX - EMPLOYEE	$	6,173.53	
120	AFLAC After Tax D&L - EMPLOYEE	$	256.94	
170	AFLAC Before Tax INSURANCE - EMPLOYEE	$	508.68	
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	$	182.87	
104	VSP VISION PLANS - EMPLOYEE	$	120.65	
140	HEALTH INSURANCE - EMPLOYEE	$	6,523.72	
510	HEALTH INSURANCE - CITY	$	18,816.29	**$ 25,340.01**
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	$	630.00	
506	HEALTH SAVINGS ACCOUNT - CITY	$	262.50	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	$	383.04	
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	$	-	
215	KS Support order- EMPLOYEE	$	392.25	
218	Training Reimbursement	$	-	
209	KS Support order- EMPLOYEE	$	-	
206	CA Support order - EMPLOYEE	$	-	
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	$	842.09	
121	POLICE & FIREMENS INS. - EMPLOYEE	$	20.92	
211	GARNISHMENT - EMPLOYEE	$	-	
	TOTAL PAYROLL EXPENDITURES	**$**	**196,518.92**	