



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
March 11, 2024 - 4:00 pm

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

1. Call to Order
2. Roll Call: _____ Rein _____ Miller _____ Witt _____ Kollhoff _____ Meysenburg
3. Pledge of Allegiance
4. Approval of the Agenda for the March 11, 2024, 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 February 26, 2024, Regular Meeting
 - b. Approval of a Cereal Malt Beverage License (packaged sales) for Jump Start Stores, Inc. – 2000 N. Buckeye
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 a Reciprocal Road Maintenance Agreement with Grant Township. – Ron Marsh, City Manager/Brad Anderson, Public Works Director
 - b. Consider approval of a Franchise Agreement with Twin Valley Communications. – Ron Marsh, City Manager

8. Items for discussion

- a. none

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the March 11, 2024, City Commission Meeting. The City Commission Study Session will begin no sooner than 4:30 pm.



11. Call to Order – March 11, 2024, City Commission Study Session

11. March 11, 2024, City Commission Study Session Agenda

- a. Insurance renewal – Ron Marsh, City Manager & Kyle Becker, Smart Insurance
- b. Insurance Savings in 2023 transfer request to Health Insurance Account – Leann Johnson, Finance Director
- c. Credit card processing fees discussion – Leann Johnson, Finance Director
- d. Tree Board Special Fund request/transfer
- e. Community Improvement District (CID) policy revision discussion – Ron Marsh, City Manager
- f. Grand Boulevard Discussion – City Manager Ron Marsh, Brad Anderson, Public Works Director

13. Consider a motion to adjourn the March 11, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, March 25, 2024, at 4 pm.

*City Commission Study Session, March 25, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Workshop, April 1, 2024, 12:00 pm – 5:00 pm. Location TBD

*City Commission Regular Meeting, April 8, 2024, at 4 pm.

*City Commission Study Session, April 8, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
February 26, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein Commissioners, Kollhoff, Miller and Meysenburg.
Absent: Commissioner Witt.

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Community Development Director Zook, Public Works Director Anderson, Administrative Manager-Public Works Hiatt, City Inspector Steerman, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the February 26, 2024, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to approve the agenda with the removal of item 7a. Roll call vote: Miller YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0.

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 February 12, 2024, Regular Meeting

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to approve the consent agenda as presented. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 4-0.

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.

Wendy Moulton, Abilene Public Library Director, gave the Commissioners copies of the library's annual report for 2023.

7. Business Items

- a. Consider approval of the request from the Wild Bill Hickok Rodeo Committee to rename the arena at the Stadium to Rawhide Portable Corral Arena.**

This item was removed from the agenda.

- b. Consider approval of Resolution No. 022624-1, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).**

Motion by Commissioner Miller, seconded by Commissioner Meysenburg to approve Resolution No. 022624-1, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT). Roll call vote: Meysenburg YES, Miller YES, Rein YES, Commissioner Kollhoff abstained. The motion carried 3-0.

- c. Consider approval of Resolution No. 022624-2, A RESOLUTION CERTIFYING THE ABILENE PARK SYSTEM MASTER PLAN 2024-2045.**

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to approve Resolution No. 022624-2, A RESOLUTION CERTIFYING THE ABILENE PARK SYSTEM MASTER PLAN 2024-2045. Roll call vote: Miller YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0

- d. Consider approval of Ordinance No. 24-3445, A FLOODPLAIN MANAGEMENT ORDINANCE FOR THE CITY OF ABILENE, KANSAS.**

Motion by Commissioner Kollhoff, seconded by Commissioner Meysenburg, to approve Ordinance No. 24-3445, A FLOODPLAIN MANAGEMENT ORDINANCE FOR THE CITY OF ABILENE, KANSAS. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 4-0.

- e. Consider approval of an Agreement for Professional Services with Olsson Engineering for the City Connection Link Improvement Program (CCLIP) Project 021-U-2501-1.**

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve an Agreement for Professional Services with Olsson Engineering for the City Connection Link Improvement Program (CCLIP) Project 021-U-2501-1. Roll call vote: Meysenburg YES, Miller YES, Kollhoff YES, Rein YES. The motion carried 4-0.

- f. Consider approval of a bid from Charles Sargent Irrigation, d/b/a Sargent Drilling, for Well #6 and Well #16 rehabilitation in the amount of \$74,264.72.**

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve a bid from Charles Sargent Irrigation, d/b/a Sargent Drilling, for Well #6 and Well #16 rehabilitation in the amount of \$74,264.72. Roll call vote: Miller YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 4-0.

8. Items for Discussion

There were no items for discussion.

9. Reports

- a. City Manager's Report**

Construction Updates:

- 14th Street: the retaining wall and sidewalk south of the cemetery are close to being done; work has resumed on the east end.
- CCLIP: work on the storm sewers continues.
- Oak, Olive & Kuney St. Waterline replacement work: work continues.

March 4 at 4 pm in the County Commission meeting room is a joint City/County Commission Meeting to discuss options for the 14th and Van Buren St. intersection.

The City Commission workshop to set goals and priorities is April 1. We plan to start at noon and go until 5 pm.

You may have noticed that Public Works treated the roads with brine before the last snow event.

A new ice machine was installed at the Senior Center; vanities are being installed, and the bathroom stalls have been painted.

You should have received your invitation to the Abilene Court groundbreaking on April 9 at 10:00 am.

The Antiquefest and Car Show will be on May 11.

10. Recess of Regular Meeting

- a.** Consider a motion to recess the February 26, 2024, City Commission Meeting.

Motion by Commissioner Miller, seconded by Commissioner Kollhoff, to recess the February 26, 2024, City Commission Meeting at 4:15 pm. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 4-0. The City Commission Study Session will begin at 4:30 pm.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:30 pm.

12. February 26, 2024, City Commission Study Session Agenda

- a.** Reciprocal Road Maintenance Agreement with Grant Township
- b.** Franchise Ordinance with Twin Valley Communications

13. Adjournment

- a.** Consider a motion to adjourn the February 26, 2024, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to adjourn the February 26, 2024, City Commission Meeting at 4:48 pm. Roll call vote: Meysenburg YES, Miller YES, Kollhoff YES, Rein YES. The motion carried 4-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Regular Meeting

Topic: Cereal Malt Beverage License – Jump Start Stores, Inc.

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

We have received all documentation and fees for a new Cereal Malt Beverage License for packaged sales for Jump Start Stores, Inc., 2000 N. Buckeye.

All inspections and the background check have also been completed.

Recommendation:

Approve the Cereal Malt Beverage License for Jump Start Stores, Inc.

Fiscal Note:

Funding Source:



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Regular Meeting

Topic: Reciprocal Road Maintenance Agreement with Grant Township

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

Grant Township has requested the city enter into a reciprocal road maintenance agreement, whereas the city will take over maintenance of north Vine St (north of NW 14th) and the township will assume maintenance for 2400 Ave from K-15 to Hawk Road.

Public Works has agreed to this agreement.

Grant Township approved the agreement at their February 13, 2024 meeting.

Recommendation:

Approve the reciprocal road maintenance agreement with Grant Township.

Fiscal Note:

Funding Source:

RECIPROCAL ROAD MAINTENANCE AGREEMENT

This Reciprocal Road Maintenance Agreement (the "Agreement") is entered into this 13 day of February, 2024, by and between the City of Abilene, Kansas (the "City") and Grant Township, Dickinson County, Kansas (the "Township").

Recitals

A. The City owns and is responsible for maintaining a segment of roadway on 2400 Ave., from K-15 Highway to Hawk Road, as depicted on the attached and incorporated Exhibit "A" (the "City Road").

B. The Township owns and is responsible for maintaining a segment of roadway on North Vine Street, from NW 14th Street north to the termination of the road, as depicted on the attached and incorporated Exhibit "B" (the "Township Road").

C. In furtherance of the cooperative efforts between the City and the Township, the parties have determined that the public interest is best served by the City undertaking responsibility for maintenance of the Township Road, and the Township undertaking responsibility for the City Road, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Reciprocal Maintenance. The City shall be responsible for maintenance of the Township Road at the City's sole cost and expense, and the Township shall be responsible for maintenance of the City Road at the Township's sole cost and expense, during the term of this Agreement. For purposes of this Agreement, the parties' respective maintenance responsibilities shall include surface maintenance and repairs, shoulder maintenance and repairs, vegetation maintenance and control, and snow removal.

2. Coordination of Maintenance Work. Any work of the City in maintaining the Township Road and of the Township in maintaining the City Road shall be coordinated with the other by the respective staffs of the two public entities.

3. Term. This Agreement shall remain in effect until either terminated or modified by the written agreement of the City and the Township. In addition, either party may terminate this Agreement, with or without cause, upon forty-five (45) days advance written notice.

CITY

TOWNSHIP

By: _____
Brandon Rein, Mayor

By: Kenneth Boubina

ATTEST:

ATTEST:

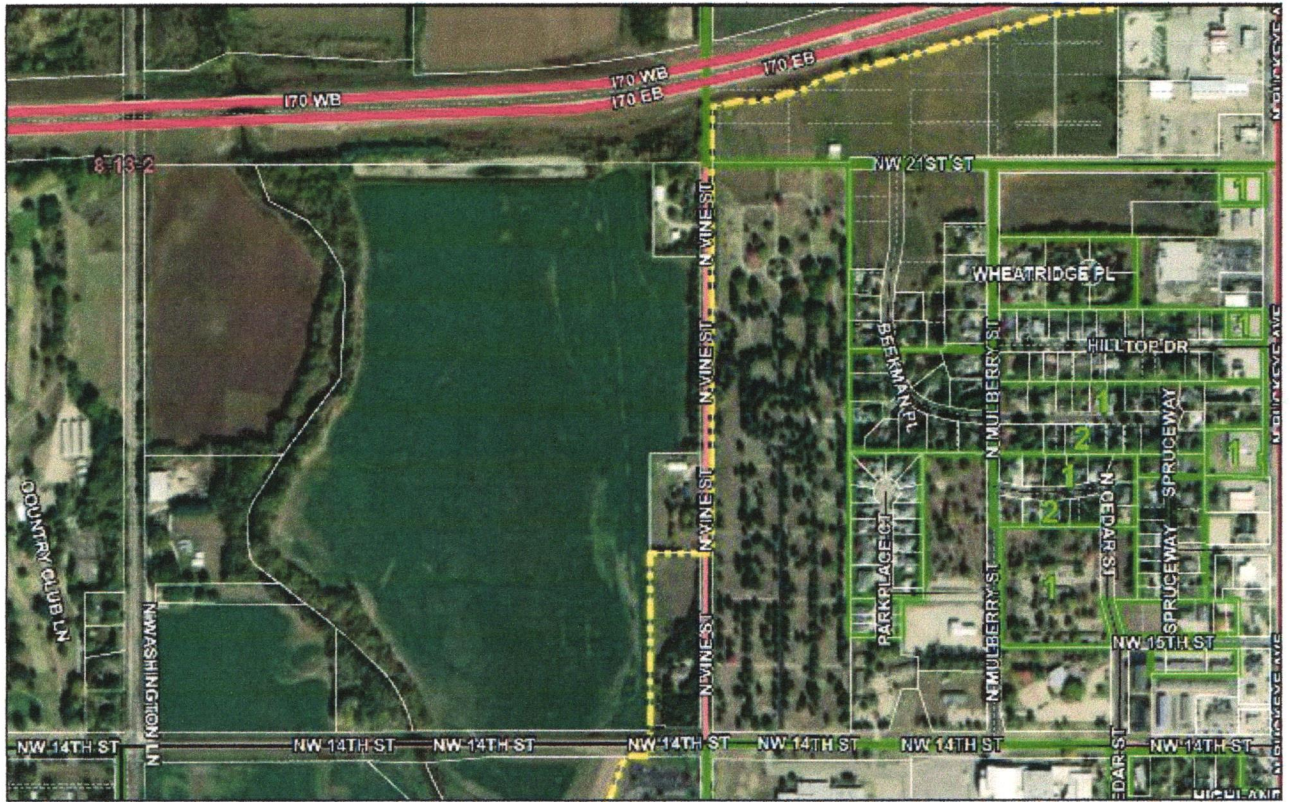
By: _____
Shayla L. Mohr, CMC, City Clerk

By: Ana H. Hernandez

EXHIBIT A - CITY ROAD



EXHIBIT B - MAP OF CITY ROAD





City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Regular Meeting

Topic: Franchise Agreement with Twin Valley Communications

Department: Administrative

Staff Contact: City Manager

Background:

Twin Valley Communications would like to enter into a franchise agreement ordinance with the City of Abilene to provide telecommunications local exchange service.

The franchise ordinance allows Twin Valley to work within the City right-of-way, per K.S.A. 12-2001. The initial term of the franchise ordinance will be for two years, renewable annually thereafter.

The franchise ordinance is non-exclusive.

Recommendation:

Approve the franchise ordinance with Twin Valley Communications.

Fiscal Note:

Revenue of \$1.75 per each access line subscriber.

Funding Source:

ORDINANCE NO. 24-3446

A CONTRACT FRANCHISE ORDINANCE GRANTED TO TWIN VALLEY COMMUNICATIONS, INC., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Pursuant to K. S.A. 12-2001, a contract franchise ordinance is hereby granted to Twin Valley Communications, Inc. d/b/a Twin Valley (“TVC”), a telecommunications local exchange service provider providing local exchange service within the City of Abilene, Kansas (“City”), subject to the provisions contained hereafter. The initial term of this contract franchise ordinance shall be for a period of two (2) years beginning March 11, 2024, and ending March 11, 2026. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

SECTION 2. For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

“Access line” shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services process by a telecommunications local exchange service provider or private line service arrangements.

“Access line count” means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

“Access line fee” means a fee determined by a city, up to a maximum as set out in K.S.A. 2006 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

“Access line remittance” means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the

city, by the number of access lines served by that telecommunication local exchange service provider within that city for each month in that calendar quarter.

“Gross receipts” means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

“Local exchange service” means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

“Telecommunications local exchange service provider” means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1, 187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

“Telecommunications services” means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 3. TVC shall collect from each access line subscriber and remit to the City an access line fee in the amount of \$1.75 per month per line. Access line remittances made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without an invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the first year of this contract franchise ordinance, said compensation shall be a sum equal to \$1.75 per access line. Thereafter, compensation for each calendar year of the remaining term of the contract franchise ordinance shall continue to be based on a sum equal to \$1.75 per access line; unless the City notifies TVC prior to ninety days (90) before the end of the calendar year that it intends to increase or decrease the access line fee for the following calendar year or that it intends to switch to a gross receipts fee for the following calendar year. In the event City elects compensation based on gross receipts, nothing herein precludes City from switching back to an access line fee provided City notifies TVC prior to ninety days (90) before the end of

the calendar year that it intends to elect an access line fee for the following calendar year. Any increased access line fee or gross receipt fee shall be in compliance with the public notification procedures set forth in subsections (l) and (m) of K.S.A. 12-2001.

SECTION 4: The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance.

SECTION 5. As a condition of this contract franchise ordinance, TVC is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC), subject to TVC's right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. TVC shall also comply with all applicable laws, statutes and/or ordinances, subject to TVC's right to challenge in good faith such laws, statutes and/or ordinances.

SECTION 6: Nothing herein contained shall be construed as giving TVC any exclusive privileges, nor shall it affect any prior or existing rights of TVC to maintain a telecommunications system within the City.

SECTION 7: TVC shall collect, and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 8: The City agrees to provide TVC with notification in the event that it annexes property into the corporate boundaries of the City that would require TVC to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property TVC was not required to pay a franchise fee. The City agrees to provide TVC with notification in the event the City renumbers or renames any streets that would require TVC to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets TVC would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide TVC with notice of an annexation or renumbering and/or renaming of the streets, TVC is not liable to the City for payment of franchise fees on the annexation or renumbered and/or renamed streets prior to the City providing notice to TVC of such.

SECTION 9: The City agrees that pursuant to K.S.A. 12-2001(j)(1) and (2) that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Permission is hereby granted to TVC to trim trees upon and overhanging streets, alleys, sidewalks, and public places of said city so as to prevent the branches of such trees from coming in contact with TVC's facilities, all the said trimming shall comply with all applicable laws, statutes and/or ordinances and done in a manner that is aesthetically appealing.

SECTION 11: TVC shall repair all damage to the public right-of-way caused by the activities of TVC, or of any agent, affiliate, employee, or subcontractor of TVC, while occupying, installing, repairing or maintaining facilities in a public right-of-way and return the right-of-way to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If TVC fails to make the repairs required by the City, the City may effect those repairs and charge TVC the costs of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a

cause of action against TVC for violation of this subsection, and may recover its damages, including reasonable attorney fees, if TVC is found liable by a court of competent jurisdiction.

SECTION 12: If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, TVC shall remove its facilities from the public right-of-way or shall relocate or adjust its facilities within the public right-of-way at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of TVC's failure to timely relocate or adjust its facilities shall be borne by TVC.

SECTION 13: Any required or permitted notice under this contract franchise ordinance shall be in writing. Notice upon the City shall be delivered to the city clerk by first class United States mail or by personal delivery. Notice upon TVC shall be delivered by first class United States mail or by personal delivery to:

Twin Valley Communications, Inc.
Scott Leitzel
Vice President - Operations
22 W. Spruce St.
Miltonvale, Kansas 67466

SECTION 14: The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

SECTION 15: Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond TVC's or the City's control.

SECTION 16: TVC has entered into this contract franchise ordinance as required by the City and KS.A. 12-2001. If any clause, sentence, section, or provision of KS.A. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or TVC may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates KS.A. 12-2001, and amendments thereto, if TVC is required by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

SECTION 17: In entering into this contract franchise ordinance, neither the City's nor TVC present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor TVC waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or TVC may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and TVC entering into this contract franchise ordinance.

SECTION 18: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance immediately. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall

have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period, the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

SECTION 19: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. No such contract franchise ordinance shall be effective until the ordinance granting the same has been adopted as provided by law.

SECTION 20: 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. 24-3446 Summary

On March 11, 2024, the City of Abilene, Kansas, passed Ordinance No. 24-3446. The ordinance granted to Twin Valley Communications, Inc. a telecommunications local exchange service franchise for the right to provide local exchange service in the City of Abilene, Kansas, pursuant to K.S.A. 12-2001. 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 11th day of March 2024.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 11th day of March 2024.

Aaron O. Martin, Legal Counsel



11. Call to Order – March 11, 2024, City Commission Study Session

1. March 11, 2024, City Commission Study Session Agenda

- a. Insurance renewal – Ron Marsh, City Manager & Kyle Becker, Smart Insurance
- b. Insurance Savings in 2023 transfer request to Health Insurance Account – Leann Johnson, Finance Director
- c. Credit card processing fees discussion – Leann Johnson, Finance Director
- d. Tree Board Special Fund request/transfer
- e. Community Improvement District (CID) policy revision discussion – Ron Marsh, City Manager
- f. Grand Boulevard Discussion – City Manager Ron Marsh, Brad Anderson, Public Works Director

13. Consider a motion to adjourn the March 11, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, March 25, 2024, at 4 pm.

*City Commission Study Session, March 25, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Workshop, April 1, 2024, 12:00 pm – 5:00 pm. Location TBD

*City Commission Regular Meeting, April 8, 2024, at 4 pm.

*City Commission Study Session, April 8, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Study Session

Topic: Health Plan Transfer

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

Since 2019, the Health Plan Account has realized more debits than credits in the bank account which is slowly dwindling the available balance (see Attachment 2).

In 2023 an 18% health insurance cost increase was budgeted but not actualized. I propose transferring the difference from each department's fund that was budgeted but not spent last year to increase the readily available funds for the Health Plan Account.

The purpose of this Fund:

- Pays the high deductible portion for the Blue Cross Blue Shield primary insurance for each enrolled employee.
- Contributes a portion to an employee's Health Savings who are enrolled in the HSA plan.
- Reserves set aside for insurance claims.

Instead of buying the basic "cookie cutter" plan for our health insurance, we buy a high deductible plan from Blue Cross/Blue Shield. The savings we receive from the lower premiums should be transferred to our health plan reserve account; this has not been happening.

Benefits to purchasing our health insurance in this manner are:

1. We can customize our plan to be most beneficial for our employees.
2. The money we put in the reserve account is the city's money and we only spend dollars out of this fund to pay for the claims received until the high deductible with BC/BS is met. Higher premiums paid for a "cookie cutter" plan go straight to the insurance company and if there are savings, those savings stay with the insurance company and the city does not benefit from the savings.

Attachment 1: List of Funds Budget to Actual in 2023

Attachment 2: 5 Year Summary (2019-2023)

Recommendation:

Approve the transfer from the list of department funds to the Health Plan Account.

Fiscal Note:

\$109,178.42 transfer from 6 funds to the Health Plan Account

(Current account balance as of March 6, 2024, \$114,972.12)

Funding Source:

See attached spreadsheet

Account	Description	Budget 2023	Actual 2023	Balance
E 001-001-510290	EMPLOYER CONTR TO BENEFITS	\$47,695.00	\$20,017.15	\$27,677.85
E 001-002-510290	EMPLOYER CONTR TO BENEFITS	\$141,654.00	\$125,181.46	\$16,472.54
E 001-003-510290	EMPLOYER CONTR TO BENEFITS	\$114,573.00	\$103,736.12	\$10,836.88
E 001-004-510290	EMPLOYER CONTR TO BENEFITS	\$34,611.00	\$49,152.29	(\$14,541.29)
E 001-005-510290	EMPLOYER CONTR TO BENEFITS	\$13,980.00	\$5,346.96	\$8,633.04
E 001-006-510290	EMPLOYER CONTR TO BENEFITS	\$60,569.00	\$34,435.55	\$26,133.45
E 001-008-510290	EMPLOYER CONTR TO BENEFITS	\$20,285.00	\$16,517.24	\$3,767.76
E 001-011-510290	EMPLOYER CONTR TO BENEFITS	\$9,593.00	\$7,539.14	\$2,053.86
E 001-012-510290	EMPLOYER CONTR TO BENEFITS	\$0.00	\$1,135.80	(\$1,135.80)
E 002-022-510290	EMPLOYER CONTR TO BENEFITS	\$24,580.00	\$20,330.57	\$4,249.43
E 002-023-510290	EMPLOYER CONTR TO BENEFITS	\$26,612.00	\$22,845.08	\$3,766.92
E 002-024-510290	EMPLOYER CONTR TO BENEFITS	\$18,556.00	\$12,177.07	\$6,378.93
E 003-000-510290	EMPLOYER CONTR TO BENEFITS	\$2,028.00	\$493.62	\$1,534.38
E 004-041-510290	EMPLOYER CONTR TO BENEFITS	\$14,574.00	\$12,617.84	\$1,956.16
E 004-042-510290	EMPLOYER CONTR TO BENEFITS	\$30,728.00	\$36,508.04	(\$5,780.04)
E 004-043-510290	EMPLOYER CONTR TO BENEFITS	\$18,556.00	\$12,176.48	\$6,379.52
E 013-131-510290	EMPLOYER CONTR TO BENEFITS	\$1,014.00	\$0.00	\$1,014.00
E 015-151-510290	EMPLOYER CONTR TO BENEFITS	\$35,787.00	\$26,006.17	\$9,780.83
	TOTAL	\$615,395.00	\$506,216.58	\$109,178.42

Health Plan Account

2019	Credit	Debit	Over/Under
1st qtr	\$ 182,977.00	\$ 201,092.00	\$ (18,115.00)
2nd qtr	\$ 145,485.71	\$ 151,581.19	\$ (6,095.48)
3rd qtr	\$ 141,943.20	\$ 141,120.65	\$ 822.55
4th qtr	\$ 153,621.00	\$ 101,331.00	\$ 52,290.00
	\$ 624,026.91	\$ 595,124.84	\$ 28,902.07

2020	Credit	Debit	Over/Under
1st qtr	\$ 169,760.00	\$ 221,100.00	\$ (51,340.00)
2nd qtr	\$ 161,636.76	\$ 167,302.01	\$ (5,665.25)
3rd qtr	\$ 156,929.00	\$ 161,421.00	\$ (4,492.00)
4th qtr	\$ 162,835.70	\$ 107,739.01	\$ 55,096.69
	\$ 651,161.46	\$ 657,562.02	\$ (6,400.56)

2021	Credit	Debit	Over/Under
1st qtr	\$ 136,935.98	\$ 218,306.87	\$ (81,370.89)
2nd qtr	\$ 189,678.44	\$ 191,486.92	\$ (1,808.48)
3rd qtr	\$ 159,666.00	\$ 181,160.00	\$ (21,494.00)
4th qtr	\$ 164,756.62	\$ 172,449.29	\$ (7,692.67)
	\$ 651,037.04	\$ 763,403.08	\$ (112,366.04)

2022	Credit	Debit	Over/Under
1st qtr	\$ 173,013.00	\$ 205,782.00	\$ (32,769.00)
2nd qtr	\$ 169,992.88	\$ 178,113.41	\$ (8,120.53)
3rd qtr	\$ 174,464.44	\$ 187,941.64	\$ (13,477.20)
4th qtr	\$ 202,169.14	\$ 195,574.07	\$ 6,595.07
	\$ 719,639.46	\$ 767,411.12	\$ (47,771.66)

2023	Credit	Debit	Over/Under
1st qtr	\$ 184,763.54	\$ 203,670.27	\$ (18,906.73)
2nd qtr	\$ 200,801.84	\$ 210,675.23	\$ (9,873.39)
3rd qtr	\$ 186,395.78	\$ 194,213.77	\$ (7,817.99)
4th qtr	\$ 192,230.62	\$ 190,453.92	\$ 1,776.70
	\$ 764,191.78	\$ 799,013.19	\$ (34,821.41)



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Study Session

Topic: Credit Card Processing Fees

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

Prior to the onset of the COVID-19 pandemic, the city passed on credit card processing fees to the customer. When City Hall closed to the public in April 2020, the decision was made to absorb all credit card fees to encourage payments to be made online and for the convenience of customers who no longer had the option of coming into the building with cash payments.

Once City Hall was re-opened to the public, management further decided to continue absorbing the credit card fees, again to encourage online payments.

The governing body requested a review of all the current credit card processing fees to be re-considered with implementing new Utility and Fund Accounting software.

Attachments:

Spreadsheet Summary
Tyler Technologies Contract Page

Recommendation:

1. Continue absorbing credit card processing fees with the implementation of Tyler Payments, or
2. Pass on credit card processing fees to customers upon implementation of the new software, or
3. Pass on credit card processing fees to customers immediately and absorb credit card processing fees with the implementation of Tyler Payments.
4. Pass on credit card processing fees to customers immediately and upon implementation of Tyler Payments.

Fiscal Note:

See Spreadsheet Summary

Funding Source:

Vendor	Dept	Phone	In-Person	Online	Fees	Notes
Egov Strategies	Admin	Yes	Yes	No	3.95	per transaction (city absorbed)-Inperson and Phone payments only
Egov Strategies	Comm Dev	Yes	Yes	No	3.95	per transaction (city absorbed)-Inperson and Phone payments only
PSN (online)	Admin	Yes	No	Yes	0.75	per transaction (city absorbed)
US Payments	Admin	No	Kiosk	No	0.35	per transaction (transaction .35 fee city absorbed per contract)
US Payments	Admin	No	Kiosk	No	1.35	AMEX Only per transaction up to \$1,000 (city absorbed) + 6-8¢ gateway fee/transaction
US Payments	Admin	No	Kiosk	No	0.6%+1.35	AMEX Only per transaction \$1,000-\$1,500 (city absorbed) + 6-8¢ gateway fee/transaction
US Payments	Admin	No	Kiosk	No	1.25%	AMEX Only per transaction over \$1,500 (city absorbed) + 6-8¢ gateway fee/transaction
Global Payments	Court/PD	Yes	Yes	Yes	1.00	per transaction up to \$99 (customer pays for online payments only; all others city-absorbed)
Global Payments	Court/PD	Yes	Yes	Yes	2.50	per transaction \$100+ (customer pays for online payments only; all others city-absorbed)
Square	CVB	Yes	Yes	Yes	3.5% +.15	Manually entered transactions (city absorbed)
Square	CVB	Yes	Yes	Yes	2.6% +.10	Swiped transactions (city absorbed)
Global Payments	P&R	Yes	Yes	Yes	0.30	per transaction (city absorbed for all payments and always has)
Global Payments	P&R	Yes	Yes	Yes	3.07%	per transaction (city absorbed for phone & in-person payments)
Global Payments	P&R	Yes	Yes	Yes	3.10%	per transaction on line (customer pays on-line transactions only)

E-Bill Fees Paid	2021	2022	2023
Global Payments	* \$	3,541.00	\$ 2,981.00
US Payments	\$ 209.32	\$ 262.96	\$ 149.09
Egov Strategies	\$ 15,290.45	\$ 15,212.66	\$ 15,677.55
PSN**	\$ 5,539.37	\$ 8,214.55	\$ 10,707.17
Global Payments	\$ 3,698.98	\$ 5,343.05	\$ 5,642.62
Total	\$ 24,738.12	\$ 32,574.22	\$ 35,157.43

Court/PD *included in Egov Strategies with Admin/Comm Dev
Kiosk-Utilities (\$600/year annual subscription fee)-installed in 2020
Admin/Comm Dev (2021 includes Court/PD)
2020 Avg after May (Covid)-2132.87 (**see pre-covid numbers below)
Parks & Rec

**	2019	2018	2017
	\$ 1,436.51	\$ 1,312.68	\$ 1,415.38

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: - Misc Receipts: In Person - EasyPay: Online - Permitting: Online and In Person	3.75% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Utility Access Payments Bundle <u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model. Applies to: Utilities (Bundle): Online and In Person	2.00% \$0.50 minimum
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: Utilities: Online	\$1.50
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.
(7 MIDs)



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Study Session

Topic: Tree Board Special Fund

Department: Public Works Department

Staff Contact: Jennie Hiatt, Administrative Manager

Background:

At their November 28, 2023, meeting, the Tree Board voted to create a special fund, if allowed, to put the remaining funds from each year that would be solely used to help remove trees within the right-of-way.

The average cost to remove a tree can be anywhere from \$255, up to \$1,500 or more. These funds will help offset these costs for the property owner.

Leann confirmed with the auditors that since there is no regulatory statute for this type of special fund, it must be approved by the City Commission.

Recommendation:

Approve the special fund for the Tree Board.

Fiscal Note:

Transfer \$3,000 from 2023 and then all remaining funds at the end of each fiscal year in the following years.

Funding Source:

001-001-520870
Tree Board



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, March 11, 2024

Session: Study Session

Topic: CID Policy Revision

Department: City Manager/City Attorney

Staff Contact: Ron Marsh/Aaron Martin

Background:

The CID (Community Improvement District) policy was adopted via Resolution 101116-1 back in October 2016.

Staff has recognized the need for an update in the recent past with new developments occurring and has worked with our City Attorney to accomplish a revision.

Attached are the redlined version with changes to the past resolution and a clean copy of the resolution for consideration.

Recommendation:

Approve Resolution 032524-1 amending the CID policy.

Fiscal Note:

N/A

Funding Source:

N/A

RESOLUTION NO. ~~101116-1~~ _____

A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene, Kansas (the “City”), is authorized by K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, to create a Community Improvement District (~~“CID”~~) for economic development purposes and any other purpose for which public money may be expended; ~~and~~

~~**WHEREAS**, it is recognized that economic development is best achieved through a balanced effort; and~~

~~**WHEREAS**, the economic development goals of the City include economic diversification, broadening the property tax base, stimulating private investment, support of existing development, preservation and improvement of environmental quality, and the creation of quality employment opportunities;~~

WHEREAS, on October 11, 2016, the Governing Body approved Resolution No. 101116-1, which adopted a Community Improvement District Policy for the City;

WHEREAS, the Governing Body desires to make certain updates and amendments to the Community Improvement District Policy; and

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

SECTION ONE. Adoption. The attached Community Improvement District Policy (the “Policy”) is hereby approved and adopted by reference.

SECTION TWO. Modifications. The City Manager is authorized from time to time to amend or modify the Policy as needed to conform with all pertinent state and federal regulations, and to clarify wording within the Policy to fit the interpretation, intent and practical aspects of implementing the Policy, all with the acknowledgement that any substantive changes or amendments will come first before the Governing Body for review and formal action.

SECTION THREE. Severability. If any provision of the Policy is declared unconstitutional, or the application to any person or circumstance is held to be invalid, the validity of the remainder of the Policy and its applicability to other persons and circumstances shall not be affected.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect after its adoption by the Governing Body.

SECTION FIVE. Repeal of Existing Policy. The Community Improvement District Policy adopted by Resolution No. 101116-1 is repealed and replaced in its entirety with the Policy approved by this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this ~~11th~~ _____ day of ~~October, 2016~~ _____, **2024**.

CITY OF ABILENE, KANSAS

By: _____
~~Dee Marshall~~ Brandon Rein, Mayor

ATTEST:

~~Penny Soukup~~

Shayla L. Mohr, CMC
 , City Clerk

CITY OF ABILENE, KANSAS

Community Improvement District Policy

I. SCOPE.

The Governing Body of the City of Abilene, Kansas (“Governing Body”) is responsible for encouraging and promoting the City’s economic health. The Community Improvement District Act (the “Act”), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, authorizes the City to create Community Improvement Districts (“CIDs” and individually a “CID”) for the purpose of financing CID Projects. ~~The creation of a CID is a complex legal and administrative matter requiring clear direction from the Governing Body.~~

II. AUTHORITY OF GOVERNING BODY; DISCLAIMER.

H.

The authority and decision to approve the establishment of a CID is within the sole discretion of the Governing Body of the City. The Governing Body, by its inherent authority, reserves the right to reject any petition for the creation of a CID at any time in the review process when it considers such action to be in the best interest of the City. The City does not relinquish its authority to initiate projects by whatever other financing means it deems necessary to promote the general health and welfare of the City.

The City shall not be bound by any advice, action, agreement, statement or other communication made by City staff or consultants, or the Governing Body, including the information contained herein, until after the Governing Body’s approval of an ordinance or resolution creating a CID. This policy statement does not constitute legal advice regarding the application or petition to create a CID. Those persons or entities considering making application to the City under the Act to create a CID are strongly encouraged to consult private legal counsel.

III. DEFINITIONS.

~~a.~~(a) “Applicant” means the person or entity who files an application for a CID with the City of Abilene.

~~b.~~(b) “City Administrative Fee” means a fee payable from CID Funds or, if applicable, bond proceeds, of not to exceed 5% of the total cost of the CID Project to reimburse the City for services rendered by the City in the administration and supervision of the CID Project by its general officers. The \$1,500 application fee shall be applied as a credit against the percentage charged for the City Administrative Fee.

~~c.~~(c) “CID Funds” means money collected from Revenue Sources for the purpose of paying CID Project costs through either the issuance of bonds or pay-as-you-go financing.

~~d.~~(d) “CID Project” means (1) any project whether within the CID, to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend: (i) buildings, structures and facilities; (ii) sidewalks, streets, roads, interchanges, highway access

roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heading and electrical services and connections located within or without the public right-of-way, water mains and extensions, and other site improvements; (iii) parking garages; (iv) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers; (v) parks, lawns, trees and other landscape; (vi) communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks; (vii) paintings, murals, display cases, sculptures, fountains and other cultural amenities; (viii) airports, railroads, light rail and other mass transit facilities; and (ix) lakes, dams, docks, wharfs, lake or river ports, channels and levies, waterways and drainage conduits; (2) within the CID, to operate or to contract for the provision of music, news, child care, or parking lots or garages, and buses, minibuses or other modes of transportation; (3) within the CID, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons; (4) within the CID, to provide or contract for cleaning, maintenance and other services to public or private property; (5) within the CID, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the CID, promotion of such activity and special events and furnishing music in any public place; (6) within the CID, to support business activity and economic development, including but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business; (7) within the CID, to provide or support training programs for employees of businesses; ~~and~~ (8) to contract for or conduct economic impact, planning, marketing or other studies; and within or without the CID, costs for infrastructure located outside the CID but contiguous to any portion of the CID and such infrastructure is related to a project within the CID or substantially for the benefit of the CID.

e.(e) “CID Sales Tax” means the community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax, and amendments thereto, authorized by K.S.A. 12-6a31 as amended from time to time.

f.(f) “City” means the City of Abilene, Kansas.

g.(g) “Development” means the proposed development or redevelopment project including the CID Project to be paid in whole or in part with CID Funds and all other capital costs of improvements related to the CID Project to be paid from sources other than the Revenue Sources.

h.(h) “Development Agreement” means a written agreement between the City and the Petitioner or its assigns for the completion of a CID Project. Such agreement shall address issues involved in the CID Project, including but not limited to the

following: schedule of construction; acquisition of land; eligible CID expenses; scope of development (including development criteria); indemnity of the City and insurance requirements; reimbursement of City costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; City inspection and information access rights; reporting requirements; remedies upon default; performance requirements; termination rights; obligation on behalf of the Petitioner to comply with applicable law, including remaining current on all taxes, and the disbursement of CID Funds to pay the City Administrative Fee.

~~i.~~(i) “Petitioner” means the person or entity that has ~~completed the preliminary review process and has properly and timely~~ filed a formal petition to create a CID with the City Clerk, ~~in accordance with this Policy and the Act.~~

(j) “Project Costs” means all ~~categories of~~ costs authorized by the Act to be paid for with CID Funds ~~but excluding cost of, subject to the Applicant’s attorneys’ fees or for costs incurred prior to submission~~ limitations of the CID application to the City, except for engineering and design costs and other necessary preliminary expenditures approved by the City. ~~this Policy.~~

~~k.~~(k) “Revenue Sources” means all of or any portion of the following: (1) a pledge of special assessments, if any, imposed in the CID pursuant to the Act which have been paid in full prior to the date set aside by the Governing Body of the City as provided in K.S.A. 12-6a10 and amendments thereto; (2) a pledge of special assessments, if any, imposed in the CID pursuant to the Act, to be paid in installments; (3) a pledge of all of the revenue received from the CID Sales Tax, if any; (4) a pledge of the City’s full faith and credit to use its ad valorem taxing authority for the repayment of full faith and credit bonds issued pursuant to K.S.A. 12-6a36 and amendments thereto; and (5) any other funds appropriated by the City for the purpose of paying project costs including the principal and interest of bonds issued pursuant to the Act.

~~l.~~(l) All other terms shall have the same meaning as ~~those terms as~~ defined in the Act.

IV. CRITERIA.

~~a.~~(a) General Evaluation Criteria. The decision to establish a CID is within the sole discretion of the Governing Body. In determining whether to approve a petition to establish a CID, the Governing Body will evaluate whether the creation of the CID is in the City’s best interest, by considering one or more of the following criteria:

- i. Attracts retail development to positively enhance the economic climate of and benefit the City;
- ii. Results in the building of infrastructure beyond what the City would require or would otherwise build; and

- iii. Promotes new development, rejuvenation, and/or redevelopment within the City.

~~b.(b)~~ Preferred Projects. In determining whether to approve a petition to establish a CID, the Governing Body will give preference to those petitions that provide for the following:

- i. The use of CID Funds is limited to capital costs (the City will not authorize the use of CID Funds for operating expenses except as allowed by state law and only if the petitioner can demonstrate that the use of such funds for operations meets a public interest to the satisfaction of the Governing Body);

~~ii. The use of pay as you go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;~~

~~iii. The proposed CID Sales Tax, if applicable, will not exceed 2%;~~

ii. The use of pay-as-you-go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;

~~iv.~~iii. The proposed CID is expected to perform such that it will not require the full duration as allowed by state law; and

~~v.~~iv. The proposed Development includes public improvements to be paid with CID Funds or funds of the Applicant or other private parties ~~bonds~~.

V. LIMITATIONS ON PAYMENT OF COSTS; PRIVATE PARTICIPATION.

(a) Ineligible Costs. CID Funds shall not be used to pay for or reimburse the following:

- i. Applicant's attorneys' fees;
- ii. Any Project Costs incurred prior to the date of submission of the CID Petition to the City, except for engineering and design costs and other necessary preliminary expenditures for planning the CID Project approved by the City; or
- iii. Any Project Costs to the extent that such payment or reimbursement would result in Applicant failing to comply with the public finance limitations set forth in subsection (b) below.

(b) Required Private Financial Participation. The total CID Funds available for payment or reimbursement of Project Costs associated with any Development project shall not exceed fifty percent (50%) of the actual costs expended by the Petitioner to develop the entire Development project. The remainder of such costs, in an amount no less than fifty percent (50%) of such total costs to develop the entire Development, shall be paid or financed by the Petitioner through a combination of private debt and equity. In other words, there shall not be more than 50% of the total costs of any Development project paid with CID Funds, or a combination of CID Funds and other economic development incentives.

VI. BOND ISSUANCE.

~~V.~~

The City typically expects to utilize pay-as-you-go financing for CID Projects rather than the issuance of bonds or notes under the Act. If due to exceptional circumstances, the Governing Body elects to consider the issuance of bonds or notes for a CID Project, the following guidelines will apply to such issues unless an exception is approved by the Governing Body:

~~a.~~

(a) The minimum principal amount of a special obligation bond or note issue will be \$3 million.

~~b.~~

(b) The minimum denominations of special obligation bonds or notes shall be not less than \$100,000. Minimum denominations may be reduced when one or more of the following are met:

~~1.~~

1. The project(s) being bond financed are substantially leased;

~~2.~~

2. The estimated revenue stream yields significant debt service coverage on the bonds;

~~3.~~

3. Construction of the project(s) being bond financed is 100% complete;

~~4.~~

4. The repayment term is less than or equal to 60% of the maximum permitted repayment term; and/or

~~5.~~

5. Waiver of the minimum denomination requirement by the Governing Body.

~~e.~~

(c) The special obligation bonds or notes will be placed with qualified institutional investors.

~~d.~~

(d) The City will select the underwriter/placement agent for the special obligation bonds or notes.

~~e.~~

(e) The City may require that an independent feasibility study of future CID Sales Tax or special assessment revenues be performed and the cost of such study shall be borne by the Applicant.

~~f.~~

(f) The City may establish other conditions relating to the security for the special obligation bonds or notes such as minimum projected coverage ratios, minimum equity investment, completion of construction, execution of lease agreements for leased parcels, etc.

~~g.~~

(g) The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing will primarily be reserved for public improvements. The Governing Body may also elect to issue General Obligation Bonds for a CID Project if it may be demonstrated by the petitioner to the satisfaction of the Governing Body that "but for" the issuance of General Obligation Bonds the project would not otherwise be feasible. The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing must demonstrate to the satisfaction of the Governing Body an at-large benefit to the City and that such issuance of bonds or notes will not negatively impact the City's credit rating.

~~VI.VII.~~ PRELIMINARY REVIEW APPLICATION PROCESS.

~~A preliminary review of a CID application will be conducted as outlined in this Section in order to provide the Applicant with an early determination as to whether the CID Project will be in the best interest of the City. The creation of a CID will be initiated and preliminarily reviewed in the following manner:~~

~~Applicant shall present;~~

The CID application procedure shall be administered by the City Manager and the City Clerk. The applicant shall submit to the City Manager and City Clerk a complete application, which consists of an application form, a petition, application fee, and funding agreement, in accordance with this Section VII. The applicant is strongly encouraged to participate in a pre-application meeting with the City Manager to review the proposed application and discuss the proposed Development project, before submission of the application and related materials.

(a) Application. The application shall be presented in a form and manner satisfactory to the City ~~staff,~~ Manager, and shall contain the following ~~preliminary~~ information ~~regarding the:~~

~~a. The proposed use of pay-as-you-go financing in which CID Funds are to the City Manager for consideration by City staff;~~

~~i. The use of pay as you go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;~~

- i. be used to reimburse Project Costs without the issuance of bonds;
 - ii. A detailed description that identifies the proposed buildings, facilities, and other improvements to be constructed or improved in the CID and outside the CID, including architectural and/or engineering renderings, and the estimated date on which construction of the improvements will be commenced and completed;
 - iii. Estimated cost of the Development and the CID Project;
 - iv. Proposed method of financing the CID Project;
 - v. Proposed amount and method of assessment, if applicable;
 - vi. Proposed amount of CID Sales Tax, if applicable;
 - vii. Map of the proposed CID with accompanying tax parcel I.D. information;
 - viii. Legal description of the boundaries of the proposed CID;
 - ix. If a CID Sales Tax is being proposed, the current and proposed taxable retail sales within the CID;
 - x. Evidence of the applicant's financial participation in the Development project sufficient to comply with Section V.(b) of this Policy, and the proposed methods of funding or financing the privately-funded or privately-financed components of the project.
 - ~~x~~-xi. The current and proposed uses of facilities within the CID, including the status of any lease arrangements; and
 - ~~xi~~-xii. Identification of the current owners of property within the CID and any existing rights of the Applicant to acquire property within the CID.
 - b. ~~The City's Finance Director, in consultation with other City staff, City Attorney, City Bond Counsel and City Financial Advisor, may request, at any time during the preliminary review process, additional information to assist in the determination of whether the creation of the proposed CID is in the City's best interest.~~
- (b) CID Petition. The petition for the creation of the CID shall be in such form and contain all such information as is required by the Act, and shall include all additional, supplemental information as may be requested by the City Manager. No petition will be accepted by the City Clerk or without the minimum signatures required by the Act. As of the date of this Policy, the minimum signatures required by the Act are: (i) for a CID that is financed in whole or in part with a CID Sales Tax, the petition must be signed by the owners of more than 55% of the land area within the proposed district and the owners collectively owning more than 55% by assessed value of the land area

within the proposed district, and (ii) for a CID that is financed by special assessments with no CID Sales Tax, the petition must be signed by the owners of 100% of the land area within the proposed district. No person or entity shall be able to remove such person's or entity's name from the petition after the Governing Body has commenced consideration thereof, or after seven days from the date it is filed with the City Clerk, whichever is sooner.

(c) Required Fees and Funding Agreement.

i. At the time of application, the Applicant shall pay an initial non-refundable application fee of \$1,500 and.

e.ii. In the course of reviewing and evaluating a CID application, the City may incur out-of-pocket expenses for outside legal counsel, bond counsel, and third-party professional services. In order to reimburse the City for such costs, the Applicant shall agree in a written Funding Agreement with the City to pay for all of the fees of the City's attorney, the City's legal counsel, bond counsel and the City's financial advisor third-party professional services providers, in conjunction with the CID review process, the establishment of a CID, and the issuance of bonds, if applicable, for the CID. In connection with the Funding Agreement, the Applicant shall deposit an initial sum of money (typically, \$10,000) with the City to pay for the fees of the City's outside professionals in connection with the CID; however, the amount of the initial deposit will be determined by the City Manager on a case-by-case basis depending on the size and scope of the CID Project. Any portion of such deposit that is not needed to pay for the fees of the City's outside professionals shall be returned to the Applicant after all activities related to the establishment of the CID have been completed or if the Governing Body determines not to proceed with the establishment of the CID. (See Attachment A — CID Funding Agreement Example.)

d. If, after review of the application with any amendments or supplements, City staff determines that at least one of the criteria for creating the proposed CID is met, the City's Finance Director will forward the application, as amended and supplemented, through the City Manager to the Governing Body, for its preliminary consideration. If the City staff determines that the application does not meet any of the criteria set forth above, then the application will be rejected and the Applicant notified in writing.

e. If the application is forwarded to the Governing Body for its preliminary consideration, the application will be reviewed by the Governing Body in a study session to gain consensus regarding the proposed CID Project and financing plan. If the Governing Body consensus is to move forward, City staff will continue work on the CID Project through the final approval process.

Upon receipt of a complete application packet, the City Manager, in consultation with other City staff, legal counsel, bond counsel, and other third-party professionals, as applicable, shall review the application packet and make a determination whether the application complies with the requirements of this Policy and the Act. The City Manager may request, at any time during the preliminary review process, additional information, or corrections or additions to the Application and accompanying materials, to assist in the determination of whether the creation of the proposed CID is in the City's best interest. If the application packet is complete and complies with the

requirements of this Policy and the Act, the City Manager shall submit the application packet to the Governing Body.

VIII. FINAL APPROVAL PROCESS.

VII.

The information provided below is a summary of the procedures for filing a CID petition. Because this policy does not set forth all the statutory requirements, Applicants are encouraged to read the Act prior to petitioning the City for a CID and consult their own legal counsel with any questions regarding interpretation of the Act.

- a. ~~Within 180 days after the study session at which the Governing Body has completed its preliminary review of the application, the Petitioner shall file with the City Clerk a formal petition for the creation of a CID based upon the concept of the proposed CID and finance plan that was preliminarily reviewed by the Governing Body.~~
- b. ~~If the Applicant fails to timely file a formal CID petition, the City shall require the Applicant to renew its application. All costs assessed and/or paid during the preliminary approval process shall be non-refundable and non-creditable to any renewal application. If the Applicant desires to renew the CID application, the Applicant shall be required to pay all fees and costs associated with said filing.~~
- c. ~~(a) The petition for the creation of the CID shall be in such form and contain all such information as is required by the Act, and shall include all additional, supplemental information as may be requested by the City staff. No petition will be accepted by the City Clerk or without the minimum signatures required by the Act. As of the date of this Policy, the minimum signatures required by the Act are: (i) for a CID that is financed in whole or in part with a CID Sales Tax, the petition must be signed by the owners of more than 55% of the land area within the proposed district and the owners collectively owning more than 55% by assessed value of the land area within the proposed district, and (ii) for a CID that is financed by special assessments with no CID Sales Tax, the petition must be signed by the owners of 100% of the land area within the proposed district. No person or entity shall be able to remove such person's or entity's name from the petition after the Governing Body has commenced consideration thereof, or after seven days from the date it is filed with the City Clerk, whichever is sooner.~~
- d. ~~The City staff and City Bond Counsel will prepare a Development Agreement in consultation with the Petitioner.~~

(a) Initial Resolution. Following the filing of a submission of a complete application packet and valid petition, the Governing Body may, but is not required to, direct City staff to

~~take~~ adopt a resolution giving notice of a public hearing to consider the advisability of creating the CID, as follows:

- i. Such resolution shall be published once each week for two consecutive weeks in the City's official newspaper and shall be sent by certified mail to all owners and occupants of property within the proposed CID.
- ii. The second publication of such resolution shall occur at least seven (7) days prior to the date of the hearing and the certified mailed notice shall be sent at least ten (10) days prior to the hearing.
- iii. Such resolution shall contain the following information:
 1. Time and place of the hearing;
 2. General nature of the proposed district;
 3. Estimated cost of the project;
 4. Proposed method of financing the project, including, if applicable, the issuance of full-faith and credit bonds;
 5. The proposed amount of the CID sales tax, if any;
 6. The proposed amount and method of assessment, if any ~~action described~~;
 7. A map of the proposed district; and ~~allowed~~
 8. A legal description of the proposed district.

(b) Ordinance. Following the hearing, the Governing Body may, by ~~statute to create the CID~~ and to majority vote, approve the ~~execution~~ CID by ordinance. The ordinance shall:

- i. Authorize the project;
- ii. Approve the estimated costs of the project;
- iii. Contain a legal description and map of the proposed district;
- iv. Levy the CID sales tax, if any;
- v. Approve the maximum amount and method of assessment, if any; and

~~e.(c)~~ Development Agreement. Concurrently with, or prior to, the creation of a CID by the Governing Body, the City and the petitioner shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed CID.

IX. COMPLIANCE WITH STATE STATUTE.

VIII.

All procedures regarding final approval of a petition as herein set forth are intended to follow the procedures and authority as outlined in the Community Improvement District Act, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, for the creation of Community Improvement Districts. Any

conflict between this policy and the Act shall be interpreted in favor of the provisions set forth in the Act.

X. GOVERNING BODY ACTIONS.

~~IX.~~

No elected or appointed officer, employee or committee of the City, or other public or private body or individual, shall be authorized to speak for or commit the Governing Body of the City to the establishment of a CID. The establishment of a CID is in the sole discretion of the Governing Body and until the Governing Body has completed all statutorily prescribed steps necessary to establish a CID, any actions by the Governing Body or its officers or representatives shall be an expression of good faith intent, but shall not in any way bind the City to establish a CID.

Approval of the creation of a CID based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land development application. All proposals for Development are subject to land use approvals by the appropriate body.

XI. WAIVER OF REQUIREMENTS.

~~X.~~

The Governing Body reserves the right to grant or deny a CID under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any statutory requirement of State law.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT A

CID FUNDING AGREEMENT EXAMPLE

This FUNDING AGREEMENT (the “Agreement”) is entered into this date of _____, 20__ between

_____ (the “Applicant”), and the City of Abilene, Kansas (the “City”).

RECITALS

- a. The City is a municipal corporation duly organized and existing under the laws of the state of Kansas and authorized by Community Improvement District Act (the “Act”), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, to provide Community Improvement District (“CID”) financing for certain qualified projects upon compliance with the procedures set forth in the Act.
- b. The Applicant is a [Type of Company: LLC, Corporation, Partnership, etc.].
- c. Applicant has requested that the City consider the establishment of a CID (as defined in the Act) and, if approved, to implement and administer the CID through its completion. In order to do so, the City must retain outside administrative and professional staff, outside counsel and consultants, and incur expenses, but is without a source of funds to pay such staff, counsel, consultants and expenses.

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

SECTION ONE. CID Application.

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

SECTION TWO. Services to be Performed by the City.

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

- a. Consider the establishment of a CID in accordance with the provisions of the Act, prepare an independent feasibility study and market study on behalf of the City, give all notices, make all publications, hold all hearings as required by the Act, prepare the required resolution and ordinance to establish the CID;

- ~~b. If the Governing Body establishes the CID, prepare and consider in accordance with the provisions of the CID Act, give all notices, make all publications, hold all hearings as required by the Act and prepare the required resolution and ordinance to approve the CID;~~
- ~~e.b. If the Governing Body approves the CID, prepare~~Prepare and negotiate a definitive agreement between the parties for implementation of the CID; and
- ~~e.c. If a definitive agreement is entered into, administer the CID and definitive agreement until terminated or completed.~~

SECTION THREE. Payment.

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

- a. In order to insure the prompt and timely payment of the Charges, the Applicant shall establish a fund in the amount of \$_____ (the "Fund") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Thereafter, the City shall pay all Charges from moneys on deposit in the Fund and shall provide a statement thereof to the Applicant on a monthly basis which statement shall provide the amount expended from the Fund, the purpose of the expenditure, the date of the expenditure and the recipient of the money. If, in the judgment of the City's Finance Director, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred, the Applicant shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City's Finance Director is required to provide sufficient funds to pay the projected Charges. Such additional deposit shall be made within 7 days of the receipt of the Applicant of notification by the City's Finance Director of the amount required.
- b. Following the establishment of the CID (or, if bonds are issued, upon the closing of the bond issue), the Applicant will pay the City Administrative Fee as set forth in the City's Community Improvement District Policy.
- c. All statements submitted to the City for Charges from its outside counsel or consultants shall be payable within 30 days of receipt thereof from moneys on deposit in the Fund. If sufficient amounts are not on deposit in the Fund to pay such Charges, the City shall be relieved of its obligations hereunder and no further services or activity will be performed by the City to further the proposed CID until an amount sufficient to pay such Charges, plus an amount sufficient to satisfy any further deposit request made by the City's Finance Director for projected Charges, is made. All unpaid balances on statements submitted to the City for Charges shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

SECTION FOUR. Termination.

- a. The City may terminate this Agreement upon 10 days written notice in the event the Applicant fails to make any payments when due.
- b. The Applicant may terminate this Agreement in the event it determines not to proceed further to complete the CID upon written notice to the City thereof.
- c. If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within 30 days of such termination. In the event the balance of the Fund is insufficient to pay the outstanding Charges payable hereunder, the Applicant shall pay such Charges within 30 days of receipt of a statement from the City of the balance required to pay such Charges.

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

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

SECTION SIX. Notice.

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

To the City:

To the Applicant:

City Clerk

City Hall

PO Box 519

Abilene, KS 67410

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

SECTION SEVEN. Scope of Agreement.

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

SECTION EIGHT. Governing Law.

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

SECTION NINE. Counterparts.

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

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

CITY OF ABILENE, KANSAS

[INSERT APPLICANT NAME]

By: _____

By: _____

~~Dee Marshall, Mayor~~Ron Marsh, City Manager Name: _____

Its: _____

Title: _____

ATTEST:

By: _____
~~Penny Soukup~~Shayla L. Mohr, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron ~~O.~~ Martin, ~~City Attorney~~Legal Counsel

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____ 20__, before me, a notary public,
appeared _____ to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____ and that said instrument was signed in behalf of said
company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my
office the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF DICKINSON)

On this _____ day of _____ 20__, before me, a notary public,
appeared _____ to me personally known, who being by me
duly sworn, did say that he/she is the _____ of
_____ and that said instrument was signed in behalf of said
company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my
office the day and year last above written.

Notary Public

My Commission Expires: _____

RESOLUTION NO. 032524-1

A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene, Kansas (the “City”), is authorized by K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, to create a Community Improvement District for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, on October 11, 2016, the Governing Body approved Resolution No. 101116-1, which adopted a Community Improvement District Policy for the City;

WHEREAS, the Governing Body desires to make certain updates and amendments to the Community Improvement District Policy; and

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

SECTION ONE. Adoption. The attached Community Improvement District Policy (the “Policy”) is hereby approved and adopted by reference.

SECTION TWO. Modifications. The City Manager is authorized from time to time to amend or modify the Policy as needed to conform with all pertinent state and federal regulations, and to clarify wording within the Policy to fit the interpretation, intent and practical aspects of implementing the Policy, all with the acknowledgement that any substantive changes or amendments will come first before the Governing Body for review and formal action.

SECTION THREE. Severability. If any provision of the Policy is declared unconstitutional, or the application to any person or circumstance is held to be invalid, the validity of the remainder of the Policy and its applicability to other persons and circumstances shall not be affected.

SECTION FOUR. Effective Date. This Resolution shall be in full force and effect after its adoption by the Governing Body.

SECTION FIVE. Repeal of Existing Policy. The Community Improvement District Policy adopted by Resolution No. 101116-1 is repealed and replaced in its entirety with the Policy approved by this Resolution.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 25th day of March, 2024.

CITY OF ABILENE, KANSAS

By: _____

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC, City Clerk

CITY OF ABILENE, KANSAS
Community Improvement District Policy

I. SCOPE.

The Governing Body of the City of Abilene, Kansas (“Governing Body”) is responsible for encouraging and promoting the City’s economic health. The Community Improvement District Act (the “Act”), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended, authorizes the City to create Community Improvement Districts (“CIDs” and individually a “CID”) for the purpose of financing CID Projects.

II. AUTHORITY OF GOVERNING BODY; DISCLAIMER.

The authority and decision to approve the establishment of a CID is within the sole discretion of the Governing Body of the City. The Governing Body, by its inherent authority, reserves the right to reject any petition for the creation of a CID at any time in the review process when it considers such action to be in the best interest of the City. The City does not relinquish its authority to initiate projects by whatever other financing means it deems necessary to promote the general health and welfare of the City.

The City shall not be bound by any advice, action, agreement, statement or other communication made by City staff or consultants, or the Governing Body, including the information contained herein, until after the Governing Body’s approval of an ordinance or resolution creating a CID. This policy statement does not constitute legal advice regarding the application or petition to create a CID. Those persons or entities considering making application to the City under the Act to create a CID are strongly encouraged to consult private legal counsel.

III. DEFINITIONS.

- (a) “Applicant” means the person or entity who files an application for a CID with the City of Abilene.
- (b) “City Administrative Fee” means a fee payable from CID Funds or, if applicable, bond proceeds, of not to exceed 5% of the total cost of the CID Project to reimburse the City for services rendered by the City in the administration and supervision of the CID Project by its general officers. The \$1,500 application fee shall be applied as a credit against the percentage charged for the City Administrative Fee.
- (c) “CID Funds” means money collected from Revenue Sources for the purpose of paying CID Project costs through either the issuance of bonds or pay-as-you-go financing.
- (d) “CID Project” means (1) any project whether within the CID, to acquire, improve, construct, demolish, remove, renovate, reconstruct, rehabilitate, maintain, restore, replace, renew, repair, install, relocate, furnish, equip or extend: (i) buildings, structures and facilities; (ii) sidewalks, streets, roads, interchanges, highway access

roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heading and electrical services and connections located within or without the public right-of-way, water mains and extensions, and other site improvements; (iii) parking garages; (iv) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers; (v) parks, lawns, trees and other landscape; (vi) communication and information booths, bus stops and other shelters, stations, terminals, hangars, rest rooms and kiosks; (vii) paintings, murals, display cases, sculptures, fountains and other cultural amenities; (viii) airports, railroads, light rail and other mass transit facilities; and (ix) lakes, dams, docks, wharfs, lake or river ports, channels and levies, waterways and drainage conduits; (2) within the CID, to operate or to contract for the provision of music, news, child care, or parking lots or garages, and buses, minibuses or other modes of transportation; (3) within the CID, to provide or contract for the provision of security personnel, equipment or facilities for the protection of property and persons; (4) within the CID, to provide or contract for cleaning, maintenance and other services to public or private property; (5) within the CID, to produce and promote any tourism, recreational or cultural activity or special event, including, but not limited to, advertising, decoration of any public place in the CID, promotion of such activity and special events and furnishing music in any public place; (6) within the CID, to support business activity and economic development, including but not limited to, the promotion of business activity, development and retention and the recruitment of developers and business; (7) within the CID, to provide or support training programs for employees of businesses; (8) to contract for or conduct economic impact, planning, marketing or other studies; and within or without the CID, costs for infrastructure located outside the CID but contiguous to any portion of the CID and such infrastructure is related to a project within the CID or substantially for the benefit of the CID.

- (e) “CID Sales Tax” means the community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers’ sales tax, and amendments thereto, authorized by K.S.A. 12-6a31 as amended from time to time.
- (f) “City” means the City of Abilene, Kansas.
- (g) “Development” means the proposed development or redevelopment project including the CID Project to be paid in whole or in part with CID Funds and all other capital costs of improvements related to the CID Project to be paid from sources other than the Revenue Sources.
- (h) “Development Agreement” means a written agreement between the City and the Petitioner or its assigns for the completion of a CID Project. Such agreement shall address issues involved in the CID Project, including but not limited to the

following: schedule of construction; acquisition of land; eligible CID expenses; scope of development (including development criteria); indemnity of the City and insurance requirements; reimbursement of City costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; City inspection and information access rights; reporting requirements; remedies upon default; performance requirements; termination rights; obligation on behalf of the Petitioner to comply with applicable law, including remaining current on all taxes, and the disbursement of CID Funds to pay the City Administrative Fee.

- (i) “Petitioner” means the person or entity that has properly filed a formal petition to create a CID with the City Clerk, in accordance with this Policy and the Act.
- (j) “Project Costs” means all categories of costs authorized by the Act to be paid for with CID Funds, subject to the limitations of this Policy.
- (k) “Revenue Sources” means all of or any portion of the following: (1) a pledge of special assessments, if any, imposed in the CID pursuant to the Act which have been paid in full prior to the date set aside by the Governing Body of the City as provided in K.S.A. 12-6a10 and amendments thereto; (2) a pledge of special assessments, if any, imposed in the CID pursuant to the Act, to be paid in installments; (3) a pledge of all of the revenue received from the CID Sales Tax, if any; (4) a pledge of the City’s full faith and credit to use its ad valorem taxing authority for the repayment of full faith and credit bonds issued pursuant to K.S.A. 12-6a36 and amendments thereto; and (5) any other funds appropriated by the City for the purpose of paying project costs including the principal and interest of bonds issued pursuant to the Act.
- (l) All other terms shall have the same meaning as defined in the Act.

IV. CRITERIA.

- (a) General Evaluation Criteria. The decision to establish a CID is within the sole discretion of the Governing Body. In determining whether to approve a petition to establish a CID, the Governing Body will evaluate whether the creation of the CID is in the City’s best interest, by considering one or more of the following criteria:
 - i. Attracts retail development to positively enhance the economic climate of and benefit the City;
 - ii. Results in the building of infrastructure beyond what the City would require or would otherwise build; and
 - iii. Promotes new development, rejuvenation, and/or redevelopment within the City.

(b) Preferred Projects. In determining whether to approve a petition to establish a CID, the Governing Body will give preference to those petitions that provide for the following:

- i. The use of CID Funds is limited to capital costs (the City will not authorize the use of CID Funds for operating expenses except as allowed by state law and only if the petitioner can demonstrate that the use of such funds for operations meets a public interest to the satisfaction of the Governing Body);
- ii. The use of pay-as-you-go financing in which CID Funds are used to reimburse Project Costs without the issuance of bonds;
- iii. The proposed CID is expected to perform such that it will not require the full duration as allowed by state law; and
- iv. The proposed Development includes public improvements to be paid with CID Funds or funds of the Applicant or other private parties.

V. LIMITATIONS ON PAYMENT OF COSTS; PRIVATE PARTICIPATION.

(a) Ineligible Costs. CID Funds shall not be used to pay for or reimburse the following:

- i. Applicant's attorneys' fees;
- ii. Any Project Costs incurred prior to the date of submission of the CID Petition to the City, except for engineering and design costs and other necessary preliminary expenditures for planning the CID Project approved by the City; or
- iii. Any Project Costs to the extent that such payment or reimbursement would result in Applicant failing to comply with the public finance limitations set forth in subsection (b) below.

(b) Required Private Financial Participation. The total CID Funds available for payment or reimbursement of Project Costs associated with any Development project shall not exceed fifty percent (50%) of the actual costs expended by the Petitioner to develop the entire Development project. The remainder of such costs, in an amount no less than fifty percent (50%) of such total costs to develop the entire Development, shall be paid or financed by the Petitioner through a combination of private debt and equity. In other words, there shall not be more than 50% of the total costs of any Development project paid with CID Funds, or a combination of CID Funds and other economic development incentives.

VI. BOND ISSUANCE.

The City typically expects to utilize pay-as-you-go financing for CID Projects rather than the issuance of bonds or notes under the Act. If due to exceptional circumstances, the Governing Body

elects to consider the issuance of bonds or notes for a CID Project, the following guidelines will apply to such issues unless an exception is approved by the Governing Body:

- (a) The minimum principal amount of a special obligation bond or note issue will be \$3 million.
- (b) The minimum denominations of special obligation bonds or notes shall be not less than \$100,000. Minimum denominations may be reduced when one or more of the following are met:
 - 1. The project(s) being bond financed are substantially leased;
 - 2. The estimated revenue stream yields significant debt service coverage on the bonds;
 - 3. Construction of the project(s) being bond financed is 100% complete;
 - 4. The repayment term is less than or equal to 60% of the maximum permitted repayment term; and/or
 - 5. Waiver of the minimum denomination requirement by the Governing Body.
- (c) The special obligation bonds or notes will be placed with qualified institutional investors.
- (d) The City will select the underwriter/placement agent for the special obligation bonds or notes.
- (e) The City may require that an independent feasibility study of future CID Sales Tax or special assessment revenues be performed and the cost of such study shall be borne by the Applicant.
- (f) The City may establish other conditions relating to the security for the special obligation bonds or notes such as minimum projected coverage ratios, minimum equity investment, completion of construction, execution of lease agreements for leased parcels, etc.
- (g) The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing will primarily be reserved for public improvements. The Governing Body may also elect to issue General Obligation Bonds for a CID Project if it may be demonstrated by the petitioner to the satisfaction of the Governing Body that "but for" the issuance of General Obligation Bonds the project would not otherwise be feasible. The issuance of bonds or notes with the City's full faith and credit or annual appropriation backing must demonstrate to the satisfaction of the Governing Body an at-large benefit to the City and that such issuance of bonds or notes will not negatively impact the City's credit rating.

VII. APPLICATION PROCESS.

The CID application procedure shall be administered by the City Manager and the City Clerk. The applicant shall submit to the City Manager and City Clerk a complete application, which consists of an application form, a petition, application fee, and funding agreement, in accordance with this Section VII. The applicant is strongly encouraged to participate in a pre-application meeting with the City Manager to review the proposed application and discuss the proposed Development project, before submission of the application and related materials.

- (a) Application. The application shall be presented in a form and manner satisfactory to the City Manager, and shall contain the following information:
- i. The proposed use of pay-as-you-go financing in which CID Funds are to be used to reimburse Project Costs without the issuance of bonds;
 - ii. A detailed description that identifies the proposed buildings, facilities, and other improvements to be constructed or improved in the CID and outside the CID, including architectural and/or engineering renderings, and the estimated date on which construction of the improvements will be commenced and completed;
 - iii. Estimated cost of the Development and the CID Project;
 - iv. Proposed method of financing the CID Project;
 - v. Proposed amount and method of assessment, if applicable;
 - vi. Proposed amount of CID Sales Tax, if applicable;
 - vii. Map of the proposed CID with accompanying tax parcel I.D. information;
 - viii. Legal description of the boundaries of the proposed CID;
 - ix. If a CID Sales Tax is being proposed, the current and proposed taxable retail sales within the CID;
 - x. Evidence of the applicant's financial participation in the Development project sufficient to comply with Section V.(b) of this Policy, and the proposed methods of funding or financing the privately-funded or privately-financed components of the project.
 - xi. The current and proposed uses of facilities within the CID, including the status of any lease arrangements; and
 - xii. Identification of the current owners of property within the CID and any existing rights of the Applicant to acquire property within the CID.

(b) CID Petition. The petition for the creation of the CID shall be in such form and contain all such information as is required by the Act, and shall include all additional, supplemental information as may be requested by the City Manager. No petition will be accepted by the City Clerk or without the minimum signatures required by the Act. As of the date of this Policy, the minimum signatures required by the Act are: (i) for a CID that is financed in whole or in part with a CID Sales Tax, the petition must be signed by the owners of more than 55% of the land area within the proposed district and the owners collectively owning more than 55% by assessed value of the land area within the proposed district, and (ii) for a CID that is financed by special assessments with no CID Sales Tax, the petition must be signed by the owners of 100% of the land area within the proposed district. No person or entity shall be able to remove such person's or entity's name from the petition after the Governing Body has commenced consideration thereof, or after seven days from the date it is filed with the City Clerk, whichever is sooner.

(c) Required Fees and Funding Agreement.

- i. At the time of application, the Applicant shall pay an initial non-refundable application fee of \$1,500.
- ii. In the course of reviewing and evaluating a CID application, the City may incur out-of-pocket expenses for outside legal counsel, bond counsel, and third-party professional services. In order to reimburse the City for such costs, the Applicant shall agree in a written Funding Agreement with the City to pay for all of the fees of the City's legal counsel, bond counsel and third-party professional services providers, in conjunction with the CID review process, the establishment of a CID, and the issuance of bonds, if applicable, for the CID. In connection with the Funding Agreement, the Applicant shall deposit an initial sum of money determined by the City Manager on a case-by-case basis depending on the size and scope of the CID Project. Any portion of such deposit that is not needed to pay for the fees of the City's outside professionals shall be returned to the Applicant after all activities related to the establishment of the CID have been completed or if the Governing Body determines not to proceed with the establishment of the CID. **(See Attachment A — CID Funding Agreement Example.)**

Upon receipt of a complete application packet, the City Manager, in consultation with other City staff, legal counsel, bond counsel, and other third-party professionals, as applicable, shall review the application packet and make a determination whether the application complies with the requirements of this Policy and the Act. The City Manager may request, at any time during the preliminary review process, additional information, or corrections or additions to the Application and accompanying materials, to assist in the determination of whether the creation of the proposed CID is in the City's best interest. If the application packet is complete and complies with the requirements of this Policy and the Act, the City Manager shall submit the application packet to the Governing Body.

VIII. FINAL APPROVAL PROCESS.

The information provided below is a summary of the procedures for filing a CID petition. Because this policy does not set forth all the statutory requirements, Applicants are encouraged to read the Act prior to petitioning the City for a CID and consult their own legal counsel with any questions regarding interpretation of the Act.

(a) Initial Resolution. Following the submission of a complete application packet and valid petition, the Governing Body may, but is not required to, adopt a resolution giving notice of a public hearing to consider the advisability of creating the CID, as follows:

- i. Such resolution shall be published once each week for two consecutive weeks in the City's official newspaper and shall be sent by certified mail to all owners and occupants of property within the proposed CID.
- ii. The second publication of such resolution shall occur at least seven (7) days prior to the date of the hearing and the certified mailed notice shall be sent at least ten (10) days prior to the hearing.
- iii. Such resolution shall contain the following information:
 1. Time and place of the hearing;
 2. General nature of the proposed district;
 3. Estimated cost of the project;
 4. Proposed method of financing the project, including, if applicable, the issuance of full-faith and credit bonds;
 5. The proposed amount of the CID sales tax, if any;
 6. The proposed amount and method of assessment, if any;
 7. A map of the proposed district; and
 8. A legal description of the proposed district.

(b) Ordinance. Following the hearing, the Governing Body may, by majority vote, approve the CID by ordinance. The ordinance shall:

- i. Authorize the project;
- ii. Approve the estimated costs of the project;
- iii. Contain a legal description and map of the proposed district;
- iv. Levy the CID sales tax, if any;
- v. Approve the maximum amount and method of assessment, if any; and

- (c) Development Agreement. Concurrently with, or prior to, the creation of a CID by the Governing Body, the City and the petitioner shall enter into a Development Agreement governing the conduct of the respective parties in relation to the proposed CID.

IX. COMPLIANCE WITH STATE STATUTE.

All procedures regarding final approval of a petition as herein set forth are intended to follow the procedures and authority as outlined in the Community Improvement District Act, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, for the creation of Community Improvement Districts. Any conflict between this policy and the Act shall be interpreted in favor of the provisions set forth in the Act.

X. GOVERNING BODY ACTIONS.

No elected or appointed officer, employee or committee of the City, or other public or private body or individual, shall be authorized to speak for or commit the Governing Body of the City to the establishment of a CID. The establishment of a CID is in the sole discretion of the Governing Body and until the Governing Body has completed all statutorily prescribed steps necessary to establish a CID, any actions by the Governing Body or its officers or representatives shall be an expression of good faith intent, but shall not in any way bind the City to establish a CID.

Approval of the creation of a CID based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land development application. All proposals for Development are subject to land use approvals by the appropriate body.

XI. WAIVER OF REQUIREMENTS.

The Governing Body reserves the right to grant or deny a CID under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any statutory requirement of State law.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT A

CID FUNDING AGREEMENT EXAMPLE

This FUNDING AGREEMENT (the “Agreement”) is entered into this date of _____, 20__ between _____ (the “Applicant”), and the City of Abilene, Kansas (the “City”).

RECITALS

- a. The City is a municipal corporation duly organized and existing under the laws of the state of Kansas and authorized by Community Improvement District Act (the “Act”), K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, to provide Community Improvement District (“CID”) financing for certain qualified projects upon compliance with the procedures set forth in the Act.
- b. The Applicant is a [Type of Company: LLC, Corporation, Partnership, etc.].
- c. Applicant has requested that the City consider the establishment of a CID (as defined in the Act) and, if approved, to implement and administer the CID through its completion. In order to do so, the City must retain outside administrative and professional staff, outside counsel and consultants, and incur expenses, but is without a source of funds to pay such staff, counsel, consultants and expenses.

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

SECTION ONE. CID Application.

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

SECTION TWO. Services to be Performed by the City.

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

- a. Consider the establishment of a CID in accordance with the provisions of the Act, prepare an independent feasibility study and market study on behalf of the City, give all notices, make all publications, hold all hearings as required by the Act, prepare the required resolution and ordinance to establish the CID;
- b. Prepare and negotiate a definitive agreement between the parties for implementation of the CID; and

- c. If a definitive agreement is entered into, administer the CID and definitive agreement until terminated or completed.

SECTION THREE. Payment.

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

- a. In order to insure the prompt and timely payment of the Charges, the Applicant shall establish a fund in the amount of \$_____ (the "Fund") by paying such amount to the City contemporaneously with the execution of this Agreement, receipt of which is hereby acknowledged. Thereafter, the City shall pay all Charges from moneys on deposit in the Fund and shall provide a statement thereof to the Applicant on a monthly basis which statement shall provide the amount expended from the Fund, the purpose of the expenditure, the date of the expenditure and the recipient of the money. If, in the judgment of the City's Finance Director, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred, the Applicant shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City's Finance Director is required to provide sufficient funds to pay the projected Charges. Such additional deposit shall be made within 7 days of the receipt of the Applicant of notification by the City's Finance Director of the amount required.
- b. Following the establishment of the CID (or, if bonds are issued, upon the closing of the bond issue), the Applicant will pay the City Administrative Fee as set forth in the City's Community Improvement District Policy.
- c. All statements submitted to the City for Charges from its outside counsel or consultants shall be payable within 30 days of receipt thereof from moneys on deposit in the Fund. If sufficient amounts are not on deposit in the Fund to pay such Charges, the City shall be relieved of its obligations hereunder and no further services or activity will be performed by the City to further the proposed CID until an amount sufficient to pay such Charges, plus an amount sufficient to satisfy any further deposit request made by the City's Finance Director for projected Charges, is made. All unpaid balances on statements submitted to the City for Charges shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

SECTION FOUR. Termination.

- a. The City may terminate this Agreement upon 10 days written notice in the event the Applicant fails to make any payments when due.
- b. The Applicant may terminate this Agreement in the event it determines not to proceed further to complete the CID upon written notice to the City thereof.
- c. If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Applicant within 30 days of such termination. In the event the balance of the Fund is insufficient to pay the outstanding Charges payable hereunder, the Applicant shall pay such Charges within 30 days of receipt of a statement from the City of the balance required to pay such Charges.

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

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

SECTION SIX. Notice.

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

To the City:

City Clerk
City Hall
PO Box 519
Abilene, KS 67410

To the Applicant:

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

SECTION SEVEN. Scope of Agreement.

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

SECTION EIGHT. Governing Law.

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

SECTION NINE. Counterparts.

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

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

CITY OF ABILENE, KANSAS

[INSERT APPLICANT NAME]

By: _____
Ron Marsh, City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Shayla L. Mohr, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron Martin, Legal Counsel

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____ 20__, before me, a notary public, appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
) SS.
COUNTY OF DICKINSON)

On this ____ day of _____ 20__, before me, a notary public, appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said company and he/she acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

Notary Public

My Commission Expires: _____

CITY OF ABILENE

03/05/24 3:24 PM

Page 1

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37033	03/11/24	AAKC			
E 001-001-520270		TRAINING	\$150.00	STM 030424	REGISTRATION FOR KELLIE OLSON
		Total	\$150.00		
37034	03/11/24	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$100.00	STM 93669	ANIMAL CARE
		Total	\$100.00		
37035	03/11/24	ABILENE PRINTING & OFFICE			
E 001-001-521010		OFFICE SUPPLIES	\$340.39	61079	LEAD AWARENESS SURVEY & ENVELOPES
E 002-024-521010		OFFICE SUPPLIES	\$340.39	61079	LEAD AWARENESS SURVEY & ENVELOPES
E 004-043-521010		OFFICE SUPPLIES	\$340.38	61079	LEAD AWARENESS SURVEY & ENVELOPES
E 001-008-520260		SPECIAL PROJECTS	\$1,111.35	61080	COMPREHENSIVE PLAN COPIES
E 002-024-521010		OFFICE SUPPLIES	\$852.75	61081	WATER BILLS
E 004-043-521010		OFFICE SUPPLIES	\$852.75	61081	WATER BILLS
E 003-000-521010		OFFICE SUPPLIES	\$189.50	61081	WATER BILLS
		Total	\$4,027.51		
37036	03/11/24	ABILENE REFLECTOR-CHRONICLE			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$35.00	00280073	ORD 24-3444 TOWING OF VEHICLES
		Total	\$35.00		
37037	03/11/24	ABILENE RENT-ALL & SALES, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$42.95	77236	OXYGEN
E 003-000-521060		GASOLINE-OIL-LUBRICA	\$15.60	77237	PROPANE
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$53.43	77288	PROPANE
		Total	\$111.98		
37038	03/11/24	BBN ARCHITECTS INC			
E 028-000-530260		SPECIAL PROJECTS	\$2,500.00	STM 022224	WTP ROOF REPLACEMENT SERVICES THROUGH JAN. 2024
		Total	\$2,500.00		
37039	03/11/24	BIZ SWAG			
E 004-042-521150		UNIFORMS & ALTERATI	\$445.00	2660	UNIFORM SHIRTS & HOODIES
		Total	\$445.00		
37040	03/11/24	BOYD EXCAVATING INC			
E 004-041-520651		SEWERLINE MAINTENA	\$1,645.00	5325	J & K HIT SEWER LINE 2016 214 N ROGERS
		Total	\$1,645.00		
37041	03/11/24	BRIERTON ENGINEERING, INC			
E 001-004-521170		SNOW CONTROL SUPPL	\$62.00	6318	STEEL FOR SPRAYER BRINE TANK
		Total	\$62.00		
37042	03/11/24	BSN SPORTS LLC			
E 015-153-530330		HEAVY EQUIPMENT	\$7,500.00	924817527	3 ROW BLEACHERS
E 015-158-530260		SPECIAL PROJECTS	\$2,949.96	924817527	3 ROW BLEACHERS
		Total	\$10,449.96		

CITY OF ABILENE

03/05/24 3:24 PM

Page 2

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37043	03/11/24	CATLETT AUTOMOTIVE INC			
E 001-004-521170		SNOW CONTROL SUPPL	\$134.15	169019	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	(\$10.51)	169044	TAX CREDIT
E 001-004-521170		SNOW CONTROL SUPPL	\$34.62	169127	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$46.44	169189	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$43.92	169222	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$17.10	169499	BRINE TANK
E 001-005-520620		EQUIPMENT REP & MAI	\$88.54	171477	BATTERY & CABLES FOR SPRAYER
E 002-022-520600		VEHICLE EXPENSES	\$2.20	171566	STEP BOLTS ON 24
E 001-005-521080		TOOLS & MINOR EQUIP	\$20.32	171684	SPARK PLUG GAUGES
E 001-005-521080		TOOLS & MINOR EQUIP	(\$1.59)	171697	REFUND TAX
E 001-004-520620		EQUIPMENT REP & MAI	\$45.56	171699	BRAKELINE REPAIR
E 001-004-520970		MISCELLANEOUS SERVI	\$8.49	171828	1 INCH PIN
E 004-042-520620		EQUIPMENT REP & MAI	\$45.20	172003	THREADLOCKER
E 002-022-520620		EQUIPMENT REP & MAI	\$83.04	172252	HYDRAULIC HOSE
E 001-004-521080		TOOLS & MINOR EQUIP	\$158.78	172282	TORCH REPLACEMENT PARTS
		Total	\$716.26		
37044	03/11/24	CED - RENSENHOUSE			
E 004-042-520610		BUILDING MAINTENANC	\$304.92	6665-111355	LED BULBS
E 001-001-521080		TOOLS & MINOR EQUIP	\$24.52	6665-111356	WIRECONN JAR/500
E 002-024-521080		TOOLS & MINOR EQUIP	\$24.52	6665-111356	WIRECONN JAR/500
E 004-043-521080		TOOLS & MINOR EQUIP	\$24.51	6665-111356	WIRECONN JAR/500
E 001-001-521080		TOOLS & MINOR EQUIP	\$9.99	6665-111356	LMPHLDER ADAPTER
E 002-024-521080		TOOLS & MINOR EQUIP	\$9.99	6665-111356	LMPHLDER ADAPTER
E 004-043-521080		TOOLS & MINOR EQUIP	\$9.98	6665-111356	LMPHLDER ADAPTER
		Total	\$408.43		
37045	03/11/24	CINTAS			
E 003-000-521140		FIRST AID & MEDICAL S	\$198.03	5194090356	1ST AID SUPPLIES
E 001-004-521140		FIRST AID & MEDICAL S	\$13.16	5198734951	1ST AID SUPPLIES
E 002-023-521140		FIRST AID & MEDICAL S	\$40.92	5198734997	1ST AID SUPPLIES
		Total	\$252.11		
37046	03/11/24	CLARK, MIZE & LINVILLE CHARTER			
E 001-001-520110		LEGAL	\$3,430.00	146793	JAN 2024 LEGAL SERVICE
E 001-001-520110		LEGAL	\$1,254.40	146794	JAN 2024 GENERAL RETAINER
		Total	\$4,684.40		
37047	03/11/24	COLOR ME CRAZY! FACE PAINTING			
E 015-153-522900		SPECIAL EVENTS	\$525.00	STM 030524	4TH OF JULY FACE PAINTING
		Total	\$525.00		
37048	03/11/24	COMMUNITY FOUNDATION OF DK CTY			
E 001-015-530380		MISCELLANEOUS	\$2,038.00	2	FINAL PYMT FOR CIVIC CENTER KITCHEN REMODEL
E 015-153-522320		TOURNAMENT SUPPLIE	\$500.00	STM 030524	CARLY GASSMAN MEM. TOURNEY
		Total	\$2,538.00		
37049	03/11/24	COOPER, KELLY			

CITY OF ABILENE

03/05/24 3:24 PM

Page 3

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520610		BUILDING MAINTENANC	\$200.00	STM 022924	FEB 2024 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$200.00	STM 022924	FEB 2024 CLEANING
E 001-008-520610		BUILDING MAINTENANC	\$200.00	STM 022924	FEB 2024 CLEANING
E 001-013-521260		CONTRACT LABOR	\$900.00	STM 022924	FEB 2024 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$800.00	STM 022924	FEB 2024 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$200.00	STM 022924	FEB 2024 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$200.00	STM 022924	FEB 2024 CLEANING
		Total	\$2,700.00		
37050	03/11/24	CORE & MAIN			
E 002-022-520665		METERS, RADIOS, PITS,	\$1,173.93	T428440	2" METER REGISTERS
		Total	\$1,173.93		
37051	03/11/24	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$109.27	1970	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$672.55	1971	DIESEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$446.67	1971	DIESEL
		Total	\$1,228.49		
37052	03/11/24	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$765.00	STM 022924	PRISONER CARE
		Total	\$765.00		
37053	03/11/24	EPITOME ENTERPRISES			
E 001-001-520700		RENT-CONTRACTS-MAI	\$2,000.00	1151	MARCH 2024 LEGISLATIVE MONITORING SERVICES
		Total	\$2,000.00		
37054	03/11/24	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$51.53	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$20.82	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$86.42	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$40.08	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.81	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$265.57	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$70.09	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$54.36	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,639.13	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$47.84	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.00	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$68.93	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$82.90	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$21.43	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$21.43	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$21.43	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$21.43	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$28.44	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$596.37	3413870642	ELECTRIC SERVICE

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520510		ELECTRIC SERVICE	\$18.08	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$18.08	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$18.08	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$18.07	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,620.00	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$134.58	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$29.70	4212846087	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$42.79	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$48.34	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$158.60	4898116762	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$158.60	4898116762	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$158.60	4898116762	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$158.60	4898116762	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$158.61	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.59	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$34.03	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$39.25	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$36.00	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$77.66	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$77.66	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$77.66	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$77.67	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$92.89	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$62.96	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$262.72	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$162.73	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$77.45	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$36.11	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.81	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.67	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$87.12	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$49.77	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$509.40	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$199.95	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$283.43	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	7484828978	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.18	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$5,436.57	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$69.27	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$43.81	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,279.44	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$33.02	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$27.42	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$40.22	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$20,748.31	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$114.98	8163245625	ELECTRIC SERVICE

CITY OF ABILENE

03/05/24 3:24 PM

Page 5

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 005-000-520510		ELECTRIC SERVICE	\$13.27	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,588.96	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$111.72	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$191.25	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$571.37	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$76.84	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$15.09	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$47.74	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.71	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$17.12	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$27.38	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$26.82	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$47.18	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,492.36	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$10.38	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$10.38	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$10.38	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$10.39	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$463.91	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$42.83	9994690522	ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	\$158.61	STM 030424	ELECTRIC SERVICE
Total			\$51,109.96		
37055	03/11/24	GRAINGER			
E 001-013-520610		BUILDING MAINTENANC	\$362.50	9030021027	SR. CENTER STALL PARTITION
Total			\$362.50		
37056	03/11/24	GUFFEY PROPERTIES, LLC			
E 038-000-540610		CID SALES TAX	\$4,920.47	STM 022824	CID FAMILY DOLLAR LESS 2% ADMIN FEE - JAN 2024
Total			\$4,920.47		
37057	03/11/24	HACH COMPANY			
E 002-023-520210		LAB ANALYSIS & EQUIP	\$20.69	13929055	BUFFER
Total			\$20.69		
37058	03/11/24	HAMM, INC			
E 002-022-531060		WATER DISTRIBUTION L	\$441.02	565913	WASHED ROCK
E 002-022-531060		WATER DISTRIBUTION L	\$1,379.39	566240	WASHED ROCK
Total			\$1,820.41		
37059	03/11/24	HAUPTMANN, MEGAN			
E 015-153-520780		REFUND EXPENSE	\$135.00	65933382	REFUND TUMBLING
Total			\$135.00		
37060	03/11/24	BRAD HOMMAN			
E 001-002-530390		POLICE EQUIPMENT	\$69.00	9253	REPLACE MOBILE RADIO MIC
Total			\$69.00		
37061	03/11/24	IMAGE QUEST			

CITY OF ABILENE

03/05/24 3:24 PM

Page 6

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 015-151-521045		OFFICE EQUIPMENT	\$56.49	IN5047064	CONTRACT OVERAGE 1/25-2/24/24
E 001-001-520700		RENT-CONTRACTS-MAI	\$37.58	IN5047333	CONTRACT BASE RATE HP PRINTERS 2/28-3/27/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$37.58	IN5047333	CONTRACT BASE RATE HP PRINTERS 2/28-3/27/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$37.58	IN5047333	CONTRACT BASE RATE HP PRINTERS 2/28-3/27/24
E 001-001-520700		RENT-CONTRACTS-MAI	\$13.08	IN5047334	CONTRACT OVERAGE 1/25-2/24/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$13.08	IN5047334	CONTRACT OVERAGE 1/25-2/24/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$13.08	IN5047334	CONTRACT OVERAGE 1/25-2/24/24
		Total	\$208.47		
37062	03/11/24	J & K CONTRACTING			
E 002-022-531060		WATER DISTRIBUTION L	\$60,635.36	PYMT 2	OAK, OLIVE & KUNEY ST WATERLINE REPLACEMENT
		Total	\$60,635.36		
37063	03/11/24	JERRY A. MILLER			
E 005-000-520141		AWOS	\$425.00	STM 031824	MARCH AWOS MAINT
		Total	\$425.00		
37064	03/11/24	JLC COMPANIES			
E 046-000-530376		BUILDER/HOMEOWNER	\$2,500.00	STM 022324	RHID BUILDER/HOMEOWNER REBATE FOR 1611 BOWELL LANE
		Total	\$2,500.00		
37065	03/11/24	JOYCELYN LUCAS RANDLE			
E 001-012-520110		LEGAL	\$250.00	STM 022724	T. GAZAREK 23-0049
E 001-012-520110		LEGAL	\$250.00	STM 022724	P. SLAGHT 23-0342
E 001-012-520110		LEGAL	\$250.00	STM 022724	K. HENDERSON 23-0313
		Total	\$750.00		
37066	03/11/24	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$546.52	STM 022224	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$302.34	STM 022224	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$1,255.93	STM 022224	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$787.48	STM 022224	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$186.65	STM 022224	GAS SERVICE
E 003-000-520509		GAS SERVICE	\$489.79	STM 022224	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$205.74	STM 022224	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$205.74	STM 022224	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$205.74	STM 022224	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$205.75	STM 022224	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$205.75	STM 022224	GAS SERVICE
E 001-008-520509		GAS SERVICE	\$205.75	STM 022224	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$52.34	STM 022224	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$52.34	STM 022224	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$52.35	STM 022224	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$352.02	STM 022224	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$352.02	STM 022224	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$352.02	STM 022224	GAS SERVICE

CITY OF ABILENE

03/05/24 3:24 PM

Page 7

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$6,016.27		
37067	03/11/24	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520970		MISCELLANEOUS SERVI	\$120.00	4020131	FEB LOCATES
Total			\$120.00		
37068	03/11/24	KANSAS!			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$36.00	STM 030524	YEARLY SUSCRPTION
Total			\$36.00		
37069	03/11/24	KDHE BUREAU OF WATER			
E 037-000-530230		STREET PROJECTS - C.I	\$60.00	STM 020123	ANNUAL PERMIT FEE CONSTRUCTION STORMWATER S-SH01-0061
Total			\$60.00		
37070	03/11/24	KRWA			
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$920.00	STM 022024	2024 MEMBERSHIP DUES
Total			\$920.00		
37071	03/11/24	KS TREASURER			
E 001-012-520810		STATE FEES	\$1,181.85	STM 022924	STATE FEES
Total			\$1,181.85		
37072	03/11/24	LEADSONLINE			
E 001-002-520705		SOFTWARE SUBSCRIPT	\$2,819.00	408844	INVESTIGATION SYSTEM SERVICE PACKAGE
Total			\$2,819.00		
37073	03/11/24	LEGACY KANSAS, LLC			
E 038-000-540610		CID SALES TAX	\$1,180.02	STM 022824	CID LEGACY KANSAS LESS 2% ADMIN FEE - JAN 2024
Total			\$1,180.02		
37074	03/11/24	LINDER ELECTRIC			
E 028-000-530260		SPECIAL PROJECTS	\$74,704.50	210315	GENERATOR WTP
E 004-042-520620		EQUIPMENT REP & MAI	\$396.20	210316	ELECTRICAL CABLE INSTALLATION
Total			\$75,100.70		
37075	03/11/24	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,915.00	494675	MARCH BILLBOARD RENTAL 6
Total			\$1,915.00		
37076	03/11/24	LUMBER HOUSE TRUE VALUE			
E 001-004-521170		SNOW CONTROL SUPPL	\$143.14	2401-162464	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$56.56	2401-162686	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	(\$43.98)	2401-162688	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$31.47	2401-162726	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$17.96	2401-162735	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$6.79	2401-163055	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$6.79	2401-163120	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$21.87	2402-165523	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$5.98	2402-166789	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$2.99	2402-166832	BRINE TANK

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-521170		SNOW CONTROL SUPPL	\$145.00	2402-167271	BRINE TANK
E 001-013-520610		BUILDING MAINTENANC	\$66.99	2402-168820	LAV FAUCET
E 001-001-520610		BUILDING MAINTENANC	\$1.33	2402-168822	KEYS
E 002-024-520610		BUILDING MAINTENANC	\$1.33	2402-168822	KEYS
E 004-043-520610		BUILDING MAINTENANC	\$1.32	2402-168822	KEYS
E 001-004-520610		BUILDING MAINTENANC	\$145.00	2402-168824	BB KEYPAD ENTRY LOCK
E 004-042-520620		EQUIPMENT REP & MAI	\$42.28	2402-168838	DRAIN LINE FOR GENERATOR
E 001-004-520610		BUILDING MAINTENANC	\$186.72	2402-168995	PADLOCKS
E 001-004-520620		EQUIPMENT REP & MAI	\$51.99	2402-169173	HOSE FOR PROPANE
E 001-001-521080		TOOLS & MINOR EQUIP	\$1.43	2402-169297	TAPE
E 002-024-521080		TOOLS & MINOR EQUIP	\$1.43	2402-169297	TAPE
E 004-043-521080		TOOLS & MINOR EQUIP	\$1.42	2402-169297	TAPE
E 001-006-520610		BUILDING MAINTENANC	\$19.99	2402-170401	JAMB-UP W/SMS
E 001-004-520620		EQUIPMENT REP & MAI	\$30.98	2402-170527	WATER NOZZLES
E 002-022-520661		WATER LINE MAINTENA	\$32.97	2402-170566	BLUE PAINT & FLAGS
E 004-042-520620		EQUIPMENT REP & MAI	\$8.47	2402-170664	WIRE CONNECTORS
E 001-005-521080		TOOLS & MINOR EQUIP	\$46.33	2402-170808	PARTS FOR TIGER
E 001-013-520610		BUILDING MAINTENANC	\$8.99	2402-170935	PLASTIC FLEXI-DR
E 002-023-520670		WELL MAINTENANCE	\$38.25	2402-170943	WELL PARTS
E 002-022-520620		EQUIPMENT REP & MAI	\$115.00	2402-171068	ROT NOZZLE
Total			\$1,196.79		
37077	03/11/24	M & C PEDAL POWER LLC			
E 015-153-522900		SPECIAL EVENTS	\$469.00	STM 030524	4TH OF JULY PEDAL PULL
Total			\$469.00		
37078	03/11/24	MELLEN & ASSOCIATES, INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$377.99	035277	AIR ACTUATOR PARTS
Total			\$377.99		
37079	03/11/24	MEMORIAL HOSPITAL			
E 001-012-520960		PRISONER CARE	\$90.35	STM 011924	R. SICKMAN
Total			\$90.35		
37080	03/11/24	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$11,175.16	STM 022824	CID ROSEROCK LESS 2% ADMIN FEE - JAN 2024
Total			\$11,175.16		
37081	03/11/24	MIDWEST CONCRETE MATERIALS			
E 002-022-520640		STREET REPAIRS	\$1,143.00	648695	216 COTTAGE SERVICE
E 002-022-520640		STREET REPAIRS	\$596.50	648842	216 COTTAGE SERVICE
Total			\$1,739.50		
37082	03/11/24	MIDWEST SINGLE SOURCE			
E 001-001-520700		RENT-CONTRACTS-MAI	\$214.41	228403-0	ANNUAL POSTAGE MACHINE MAINT. FEE
E 002-024-520700		RENT-CONTRACTS-MAI	\$214.41	228403-0	ANNUAL POSTAGE MACHINE MAINT. FEE
E 004-043-520700		RENT-CONTRACTS-MAI	\$214.41	228403-0	ANNUAL POSTAGE MACHINE MAINT. FEE
Total			\$643.23		
37083	03/11/24	MULCHSMART			

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-521200		PLAYGROUND EQUIP R	\$3,885.00	6222	PLAYGROUND MULCH
		Total	\$3,885.00		
37084	03/11/24	MUNICIPAL SOLID WASTE LANDFILL			
E 001-004-520970		MISCELLANEOUS SERVI	\$70.35	721074	PALLETS & MISC LUMBER TO LANDFILL
		Total	\$70.35		
37085	03/11/24	NATIONAL GREYHOUND ASSOCIATION			
E 001-001-520320		PRINTING & ADVERTISI	\$250.00	STM 030524	2024 SPRING SPONSORSHIP
		Total	\$250.00		
37086	03/11/24	OLSSON			
E 005-000-530260		SPECIAL PROJECTS	\$8,115.00	467822	AIRPORT TREES & AGIS
E 005-000-530260		SPECIAL PROJECTS	\$35,520.00	469950	AIRPORT TREES & AGIS
E 005-000-530260		SPECIAL PROJECTS	\$4,328.00	476442	AIRPORT TREES & AGIS
E 005-000-530260		SPECIAL PROJECTS	\$2,164.00	482223	AIRPORT TREES & AGIS
E 014-000-520140		ENGINEERING	\$526.00	487574	14TH ST. ENGINEERING
E 002-022-531060		WATER DISTRIBUTION L	\$4,540.50	487606	WATERLINE REPLACEMENT
E 005-000-530260		SPECIAL PROJECTS	\$6,373.00	487740	AIRPORT TREES & AGIS
E 014-000-520140		ENGINEERING	\$8,776.46	487939	GENERAL ENGINEERING
E 014-000-531190		CCLIP	\$2,872.00	487940	CCLIP
		Total	\$73,214.96		
37087	03/11/24	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460201515	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$304.50	2460201599	SUSPENDED SOLIDS
		Total	\$656.00		
37088	03/11/24	PERRY WEATHER			
E 015-153-520705		SOFTWARE SUBSCRIPT	\$1,137.00	5980	PERRY WEATHER YEARLY FEE
E 015-152-520705		SOFTWARE SUBSCRIPT	\$568.00	5980	PERRY WEATHER YEARLY FEE
E 001-006-520705		SOFTWARE SUBSCRIPT	\$1,137.00	5980	PERRY WEATHER YEARLY FEE
E 001-007-520705		SOFTWARE SUBSCRIPT	\$568.14	5980	PERRY WEATHER YEARLY FEE
		Total	\$3,410.14		
37089	03/11/24	PIONEER FARM INC			
E 001-004-521170		SNOW CONTROL SUPPL	\$167.44	648318	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$15.98	648329	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$33.98	648610	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$28.11	648988	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$72.41	648993	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$21.48	649163	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$120.97	650205	BRINE TANK SUPPLIES
E 001-004-521170		SNOW CONTROL SUPPL	\$16.99	650297	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$233.64	650638	BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$74.85	650641	BRINE TANK
E 001-004-520620		EQUIPMENT REP & MAI	\$2.39	651985	PROPANE HOSE REPAIR
E 003-000-520620		EQUIPMENT REP & MAI	\$16.99	652804	COMPOSTER WATER HOSE ADAPTER
E 002-022-520661		WATER LINE MAINTENA	\$51.96	652816	BLUE FLAGS
E 001-013-520610		BUILDING MAINTENANC	\$115.49	652910	PLUMBING SUPPLIES

CITY OF ABILENE

03/05/24 3:24 PM

Page 10

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-520610		BUILDING MAINTENANC	\$23.99	652930	POPUP ASSMBLY
E 002-022-520620		EQUIPMENT REP & MAI	\$7.99	653041	COUPLING
		Total	\$1,004.66		
37090	03/11/24	POLYDYNE, INC			
E 004-042-521030		CHEMICALS	\$1,485.00	1807409	POLYMER
		Total	\$1,485.00		
37091	03/11/24	POTTER, JON HOWARD			
E 050-000-520290		COURT BOND REFUND	\$750.00	STM 022724	BOND REFUND
		Total	\$750.00		
37092	03/11/24	PRAIRIELAND PARTNERS LLC			
E 001-004-521170		SNOW CONTROL SUPPL	\$12.86	1001043180	BRINE TANK
		Total	\$12.86		
37093	03/11/24	RHV DO IT BEST HARDWARE			
E 001-004-521170		SNOW CONTROL SUPPL	\$3.19	466063	BRINE TANK
		Total	\$3.19		
37094	03/11/24	ROASTER JOES, INC			
E 001-002-520970		MISCELLANEOUS SERVI	\$89.97	2064:316581	COFFEE
		Total	\$89.97		
37095	03/11/24	ROBSON OIL CO, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$149.70	63268	GUN GREASE
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$1,076.42	63285	ROT T4 15W40
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,219.33	STM 022524	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$159.89	STM 022524	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$876.67	STM 022524	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$47.12	STM 022524	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$231.46	STM 022524	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$168.38	STM 022524	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$162.46	STM 022524	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$128.73	STM 022524	FUEL
E 001-001-520600		VEHICLE EXPENSES	\$25.59	STM 022524	FUEL
E 002-024-520600		VEHICLE EXPENSES	\$25.57	STM 022524	FUEL
E 004-043-520600		VEHICLE EXPENSES	\$25.57	STM 022524	FUEL
		Total	\$5,296.89		
37096	03/11/24	ROLLER-WEEKS, JULIE			
E 013-131-520270		TRAINING	\$209.60	STM 022224	TRAINING STE ALABAMA BEACHES CONF
		Total	\$209.60		
37097	03/11/24	RUSH TRUCK CENTER			
E 004-042-520620		EQUIPMENT REP & MAI	\$38.98	3036166002	GASKETS FOR GENERATOR
		Total	\$38.98		
37098	03/11/24	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$3,250.00	STM 030124	MARCH 2024 CITY PROSECUTOR
		Total	\$3,250.00		

CITY OF ABILENE

03/05/24 3:24 PM

Page 11

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37099	03/11/24	SALINA BLUEPRINT & MICROGRAPHI			
E 001-001-520320		PRINTING & ADVERTISI	\$14.00	120473	SCAN TO PDF/FILES TO JUMP DRIVE
		Total	\$14.00		
37100	03/11/24	SITEONE LANDSCAPE SUPPLY, LLC			
E 001-006-521210		BALL PARK SUPPLIES/R	\$756.00	138011529-0	CHALK @ BALL DIAMONDS
		Total	\$756.00		
37101	03/11/24	SUPERIOR SANITATION SERVICE			
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 020124	FEB 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 020124	FEB 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 020124	FEB 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 030124	MARCH 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 030124	MARCH 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 030124	MARCH 2024 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 015-157-520610		BUILDING MAINTENANC	\$60.00	STM 030524	CC TRASH SERVICE MARCH 2024
E 001-013-520610		BUILDING MAINTENANC	\$64.00	STM 030524	SC TRASH SERVICE MAR 2024
E 001-006-520610		BUILDING MAINTENANC	\$60.00	STM 030524	PARKS TRASH SERVICE MAR 2024
		Total	\$704.00		
37102	03/11/24	THE PHONE CONNECTION			
E 001-001-520520		TELEPHONE / INTERNE	\$200.00	75197	INSPECT WIRING TO 11 PHONES/CONFIGURE STARBOX /REORGANIZE NETWORK CLOSET DOWNSTAIRS
E 001-015-530380		MISCELLANEOUS	\$410.00	75216	TEMORARY MOVE OF PHONES DURING RENOVATION
		Total	\$610.00		
37103	03/11/24	THE SPYGLASS GROUP, LLC			
E 001-001-520970		MISCELLANEOUS SERVI	\$480.12	25805	CONTINGENCY CONSULTING FEE
		Total	\$480.12		
37104	03/11/24	TOUR KANSAS			
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$50.00	STM 030424	2024 TOUR KANSAS DUES
		Total	\$50.00		
37105	03/11/24	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$10,839.51	STM 022824	CID PROPERTY 6 LESS 2% ADMIN FEE - JAN 2024
		Total	\$10,839.51		
37106	03/11/24	TYLER TECHNOLOGIES, INC			
E 020-000-530260		SPECIAL PROJECTS	\$3,250.00	025-454813	PROJECT MANAGEMENT FINANCIALS
E 020-000-530260		SPECIAL PROJECTS	\$290.00	025-454853	ERP PRO UTILITIES & FINANCIALS PROJECT PLANNING SESSION/SCOPE ALIGNMENT MEETING
		Total	\$3,540.00		

CITY OF ABILENE

03/05/24 3:24 PM

Page 12

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37107	03/11/24	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$182.75	STM 022924	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$229.18	STM 022924	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$69.40	STM 022924	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$382.06	STM 022924	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$331.52	STM 022924	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$114.56	STM 022924	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$258.28	STM 022924	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$101.37	STM 022924	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$41.50	STM 022924	UNIFORM SERVICE
E 001-013-521040		JANITOR SUPPLIES	\$170.54	STM 022924	UNIFORM SERVICE
		Total	\$1,881.16		
37108	03/11/24	UNION PACIFIC RAILROAD			
E 001-001-520700		RENT-CONTRACTS-MAI	\$100.00	331500656	LEASE-RENT CVB PARKING LOT
		Total	\$100.00		
37109	03/11/24	US BANK EQUIPMENT FINANCE			
E 015-151-521045		OFFICE EQUIPMENT	\$220.46	523696839	MONTHLY COPIER CONTRACT
		Total	\$220.46		
37110	03/11/24	US POST OFFICE			
E 001-001-520220		POSTAGE & METER RE	\$58.67	STM 030124	6 MONTHS PO BOX 519
E 002-024-520220		POSTAGE & METER RE	\$58.67	STM 030124	6 MONTHS PO BOX 519
E 004-043-520220		POSTAGE & METER RE	\$58.66	STM 030124	6 MONTHS PO BOX 519
		Total	\$176.00		
37111	03/11/24	VYVE BROADBAND			
E 001-001-520520		TELEPHONE / INTERNE	\$394.09	301-521155	MARCH 2024 MONTHLY BILLING
E 002-024-520520		TELEPHONE / INTERNE	\$394.09	301-521155	MARCH 2024 MONTHLY BILLING
E 004-043-520520		TELEPHONE / INTERNE	\$394.06	301-521155	MARCH 2024 MONTHLY BILLING
E 001-002-520520		TELEPHONE / INTERNE	\$457.54	301-521155	MARCH 2024 MONTHLY BILLING
E 001-003-520520		TELEPHONE / INTERNE	\$216.30	301-521155	MARCH 2024 MONTHLY BILLING
E 001-004-520520		TELEPHONE / INTERNE	\$207.28	301-521155	MARCH 2024 MONTHLY BILLING
E 001-006-520520		TELEPHONE / INTERNE	\$192.63	301-521155	MARCH 2024 MONTHLY BILLING
E 001-007-520970		MISCELLANEOUS SERVI	\$163.68	301-521155	MARCH 2024 MONTHLY BILLING
E 001-008-520520		TELEPHONE / INTERNE	\$163.68	301-521155	MARCH 2024 MONTHLY BILLING
E 001-011-520520		TELEPHONE / INTERNE	\$163.68	301-521155	MARCH 2024 MONTHLY BILLING
E 001-012-520520		TELEPHONE / INTERNE	\$168.68	301-521155	MARCH 2024 MONTHLY BILLING
E 001-013-520520		TELEPHONE / INTERNE	\$210.60	301-521155	MARCH 2024 MONTHLY BILLING
E 002-022-520520		TELEPHONE / INTERNE	\$207.28	301-521155	MARCH 2024 MONTHLY BILLING
E 002-023-520520		TELEPHONE / INTERNE	\$277.68	301-521155	MARCH 2024 MONTHLY BILLING
E 003-000-520520		TELEPHONE / INTERNE	\$450.20	301-521155	MARCH 2024 MONTHLY BILLING
E 004-041-520520		TELEPHONE / INTERNE	\$207.28	301-521155	MARCH 2024 MONTHLY BILLING
E 004-042-520520		TELEPHONE / INTERNE	\$137.68	301-521155	MARCH 2024 MONTHLY BILLING
E 005-000-520520		TELEPHONE / INTERNE	\$223.10	301-521155	MARCH 2024 MONTHLY BILLING
E 013-131-520520		TELEPHONE / INTERNE	\$221.58	301-521155	MARCH 2024 MONTHLY BILLING
E 015-151-520520		TELEPHONE / INTERNE	\$182.70	301-521155	MARCH 2024 MONTHLY BILLING
E 001-001-520520		TELEPHONE / INTERNE	\$51.60	301-541718	MARCH 2024 EBS ADMIN/PD
E 002-024-520520		TELEPHONE / INTERNE	\$51.60	301-541718	MARCH 2024 EBS ADMIN/PD

CITY OF ABILENE

03/05/24 3:24 PM

Page 13

***Check Detail Register©**

Batch: 03112024PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-520520		TELEPHONE / INTERNE	\$51.59	301-541718	MARCH 2024 EBS ADMIN/PD
E 001-002-520520		TELEPHONE / INTERNE	\$154.80	301-541718	MARCH 2024 EBS ADMIN/PD
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	INTERNET FOR WATER METERS
		Total	\$5,393.35		
		002000	\$382,907.99		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$58,881.49
002 WATER FUND	\$87,937.00
003 RECYCLING FUND	\$1,752.83
004 SEWER FUND	\$32,454.83
005 AIRPORT FUND	\$57,920.50
013 TOURISM & CONVENTION FUND	\$2,396.18
014 SPECIAL STREET FUND	\$12,174.46
015 RECREATION COMMISSION	\$17,221.04
020 EQUIPMENT RESERVE FUND	\$3,540.00
028 EQUIPMENT RESERVE - WATER	\$77,204.50
037 SALES TAX STREET FUND	\$60.00
038 CID SALES TAX FUND	\$28,115.16
046 LAND BANK FUND	\$2,500.00
050 MUNICIPAL COURT BONDS	\$750.00
	\$382,907.99

CITY OF ABILENE

03/07/24 11:17 AM

Page 1

Payments

Current Period: March 2024

Payments Batch MANUAL030724 \$150.00

Refer 9629 WESTERN KANSAS ELITE -

Cash Payment E 015-153-520780 REFUND EXPENSE REFUND VB TOURNEY \$150.00

Invoice 65416416 2/12/2024

Transaction Date 3/7/2024 Astra Bank checking 002000 Total \$150.00

Fund Summary

	002000 Astra Bank checking	
015 RECREATION COMMISSION	\$150.00	
		\$150.00

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$150.00
Total	\$150.00

City of Abilene
Payroll Expenditures Report
3/1/2024 PR #5

PAYROLL CODE		TOTALS	
	NET SALARIES	\$ 102,303.57	
051 & 501	OASDI - CITY/EMPLOYEE	\$ 17,877.10	
049 & 502	MEDICARE - CITY/EMPLOYEE	\$ 4,180.94	
001	FEDERAL WITHHOLDING - EMPLOYEE	\$ 11,391.45	
503	KPERS - CITY	\$ 8,608.46	\$ 13,642.68
056, 057, 059	KPERS EMPLOYEE	\$ 5,034.22	
054	KPERS BUYBACK	\$ -	
505	KPERS RETIREE/EMPLOYER	\$ -	
153	KPERS GROUP LIFE - EMPLOYEE	\$ 165.35	
504	KPF - CITY	\$ 15,090.72	\$ 19,761.67
061	KPF EMPLOYEE	\$ 4,670.95	
155	KPF GROUP LIFE- EMPLOYEE	\$ 110.32	
105	FTC EMPLOYEE	\$ 736.00	
540	FTC CITY	\$ 400.00	
219	KPERS 457 EMPLOYEE	\$ 284.00	
507	KPERS 457 CITY	\$ 160.00	
220	KPERS ROTH	\$ 110.00	
204	LPL FINANCIAL 529 - EMPLOYEE	\$ 50.00	
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$ 175.00	
130 & 530	ICMA 457 CITY/EMPLOYEE	\$ -	
005	STATE TAX - EMPLOYEE	\$ 6,633.57	
120	AFLAC After Tax D&L - EMPLOYEE	\$ 280.54	
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$ 583.06	
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$ 283.66	
104	VSP VISION PLANS - EMPLOYEE	\$ 17.42	
140	HEALTH INSURANCE - EMPLOYEE	\$ 7,625.06	\$ 30,499.66
510	HEALTH INSURANCE - CITY	\$ 22,874.60	
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$ 345.00	
506	HEALTH SAVINGS ACCOUNT - CITY	\$ 175.00	
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$ 383.16	
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	\$ 1,582.03	
121	POLICE & FIREMENS INS. - EMPLOYEE	\$ 20.92	
211	GARNISHMENT - EMPLOYEE	\$ -	
	TOTAL PAYROLL EXPENDITURES	\$ 212,544.35	