



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
April 8, 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 April 8, 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 March 25, 2024, Regular Meeting
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.
 - b. National Library Week Proclamation
7. Business Items
 - a. Public Hearing relating to the proposed establishment of a Reinvestment Housing Incentive District within the City of Abilene and adopting a plan for the development of housing and public facilities in said District.
 - b. Consider approval of Ordinance No. 24-3447, AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN

CONJUNCTION THEREWITH (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT). – Kari Zook, Community Development Director

- c. Consider approval of Change Order No. 1 with J & K Contracting, LC, in the amount of \$11,586.70 for the Oak, Olive, Kuney Waterline Replacement Project. – Ron Marsh, City Manager
- d. Consider approval of Resolution 040824-1, A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS. – Ron Marsh, City Manager

8. Items for discussion

- a. Consider approval of a Vyve Business Services Agreement for internet and information technology services and authorize the City Manager to sign said agreement. – Leann Johnson, Finance Director

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the April 8, 2024, City Commission Meeting. The City Commission Study Session will begin no sooner than 4:30 pm.



11. Call to Order – April 8, 2024, City Commission Study Session

12. April 8, 2024, City Commission Study Session Agenda

- a. Fluoride Discussion – City Commission
- b. Dangerous Structure – 212 Cottage Discussion – Travis Steerman, City Inspector
- c. Quality of Life and Recreation Improvements and Programs Sales Tax Discussion – City Manager Ron Marsh & Parks and Recreation Director Kellee Timbrook

13. Consider a motion to adjourn the April 8, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, April 22, 2024, at 4 pm.

*City Commission Study Session, April 22, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, May 13, 2024, at 4 pm.

*City Commission Study Session, May 13, 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
March 25, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Marsh, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Water Treatment Plant Lead Operator Leusman, Administrative Manager-Public Works Hiatt, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the March 25, 2024, City Commission Meeting

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

Consent Agenda

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

a. Meeting Minutes for March 11, 2024, Regular Meeting

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

6. Public Comments and Communications

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

There were no public comments or communications.

7. Business Items

- a. Consider approval of the Tree Board's request to establish a Reserve Fund.**

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to transfer \$3,000 from the 2023 budget to establish the Tree Board Reserve Fund. Roll call vote: Kollhoff NO, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 4-1.

8. Items for Discussion

- a. Consider approval of Resolution No. 032524-1, A RESOLUTION ADOPTING A COMMUNITY IMPROVEMENT DISTRICT POLICY FOR THE CITY OF ABILENE, KANSAS.**

This item was table until the April 8, 2024, City Commission meeting.

- b. Consider approval of Resolution No. 032524-2, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING, AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AN AUTHORIZING EXECUTION OF RELATED DOCUMENTS.**

Motion by Commissioner Kollhoff, seconded by Commissioner Miller, to approve Resolution No, 032524-2, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, FURNISHING, AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AN AUTHORIZING EXECUTION OF RELATED DOCUMENTS. Roll call vote: Meysenburg YES, Miller YES, Kollhoff YES, Rein YES, Witt ABSTAINED. The motion carried 5-0.

c. Credit Card Processing Fees

This item was tabled for further discussion to coincide with the Tyler software implementation.

d. Insurance Savings in 2023 transfer request to the Medical Expense Reimbursement Plan

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the transfer of the insurance savings in 2023 to the Medical Expense Reimbursement Plan in the amount of \$109,178.42. Roll call vote: Miller YES, Witt YES, Kollhoff NO, Meysenburg YES, Rein YES. The motion carried 4-1.

9. Reports

a. City Manager's Report

- Construction updates:
 - 14th St: concrete is poured from Cedar to Buckeye; the drainage structure under 14th has been closed.
 - CCLIP: work continues. They are behind by several weeks, and the engineers and city staff are monitoring them closely.
 - Oak, Olive & Kuney St Waterline replacement: almost complete.
- The City Commission workshop for priorities facilitation is April 1. We will meet in the DKEDC conference room. Plan to start at noon and go NLT 5. A light lunch will be provided.
- UPRR is planning to remove and replace their crossing on Elm Street. The tentative repair window is 4/29 – 5/3.
- The Abilene Court groundbreaking is April 9 at 2 pm.
- Work has begun on the Golden Belt West Multifamily apartments. The footings were poured last Friday, and the contractors anticipate the pad should be poured in the next two weeks.
- We have applied for the 2026 City Connecting Link Improvement Program. The application is to continue the surface preservation of Buckeye/K-15 from SW 6th St south to the City Limits. The local share is approximately \$342,000.

- The walking trail around Bicentennial Park is under construction. This work is being funded by a Pathways Grant the Parks Department received last year.
- Abilene has been recognized as a 2023 Tree City USA.

10. Executive Session

- a. Executive Session: Motion by Commissioner Witt, seconded by Commissioner Kollhoff to recess into executive session at 5:12 pm for 15 minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), for the City Manager's quarterly review. The meeting will resume in this room at 5:27 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to return to executive session at 5:30 pm for 15 minutes to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1), for the City Manager's quarterly review. The meeting will resume in this room at 5:45 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein Yes. The motion carried 5-0.

11. Recess of Regular Meeting

- a. Consider a motion to recess the March 25, 2024, City Commission Meeting.

Motion by Commissioner Miller, seconded by Commissioner Kollhoff, to recess the March 25, 2024, City Commission Meeting at 5:47 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin immediately.

12. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:47 pm.

13. March 25, 2024, City Commission Study Session Agenda

- a. Fluoride Discussion

14. Adjournment

- a. Consider a motion to adjourn the March 25, 2024, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Witt, to adjourn the March 25, 2024, City Commission Meeting at 5:53 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk

Proclamation

National Library Week 2024 Proclamation

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I, Brandon Rein, Mayor, proclaim National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

(ATTEST)

Brandon Rein, Mayor

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, April 8, 2024

Session: Regular Meeting

Topic: Downtown Lofts RHID Public Hearing; Ordinance 24-3447

Department: Community Development

Staff Contact: Kari Zook

Background:

Resolution 022624-1 called for a public hearing to be held on April 8, 2024, for approval to establish the Downtown Lofts Reinvestment Housing Incentive District (RHID) at 109/111/113 NW 3rd St. The developer and property owner are Rural Rental, LLC. This project includes the historic rehabilitation of an existing downtown building into commercial space on the main floor and six residential apartments on the second floor. The building permit status is currently under staff review. The Heritage Commission did approve a Certificate of Appropriateness for this project at their 12/21/23 meeting.

The notice of public hearing was published in the Abilene Reflector-Chronicle on March 26, 2024, and notices were sent to the Dickinson County Board of Commissioners, USD 435 Board of Education, and the City of Abilene Planning Commission on February 27, 2024.

The Development Plan, Agreement, and RHID Financial Estimate are included in the agenda packet for reference.

Ordinance 24-3447 establishes the RHID within the city and adopts a plan for the development of housing and public facilities in such district.

The RHID captures the incremental increase in property taxes by a housing development project for up to 25 years. The incremental increase can be used to pay debt service bonds issued to fund the project, or in this case, transferred to the developer as reimbursement for costs incurred (which can include property acquisition, plumbing, HVAC, walls, removal of hazardous substances or materials, flooring, roof, framing, etc.)

Upper-story RHID was established in the city's central business district in 2021. It includes the renovation of buildings that are more than 25 years old for residential use and does not include improvements for commercial purposes on the main floor.

Recommendation:

Public hearing to establish the Downtown Lofts RHID; approval of Ordinance 24-3447

Fiscal Note:

N/A

Funding Source:

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE, KANSAS
HELD ON APRIL 8, 2024**

The City Commission (the “Governing Body”) met in regular session at the usual meeting place in the City at 4:00 P.M., the following members being present and participating, to-wit:

Absent:

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

* * * * *

(Other Proceedings)

Among other business, in accordance with Resolution No. 022624-1 published on March 26, 2024, in the ***Abilene Reflector-Chronicle***, a public hearing was held by the Governing Body relating to the proposed establishment of a Reinvestment Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such District. At the hearing, each project proposed for the District was identified and explained, and the developer that has contracted with the City to undertake such project was identified and present in person. Following the presentation, all interested persons were afforded an opportunity to present their views on the establishment of the District and the proposed projects. Thereafter the public hearing was closed.

Following the close of the public hearing, there was presented to the governing body an Ordinance entitled:

AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

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

Yea: _____.

Nay: _____.

The Mayor declared the ordinance duly passed and the ordinance was duly numbered Ordinance No. 24-3447, was signed by the Mayor and attested by the City Clerk, and was directed to be published one time in the official City newspaper.

* * * * *

(Other Proceedings)

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

CERTIFICATE

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

(SEAL)

Shayla L. Mohr, CMC, City Clerk

ORDINANCE NO. 24-3447

AN ORDINANCE OF THE CITY OF ABILENE, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT).

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the governing body (the “Governing Body”) of the City of Abilene, Kansas (the “City”) has performed a Housing Needs Analysis dated May 2019 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, Resolution No. 101121-2 adopted by the Governing Body made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, made certain findings related to the age and location of buildings within the proposed reinvestment housing incentive district, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

WHEREAS, the Secretary, pursuant to a letter dated December 1, 2021, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

WHEREAS, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Downtown Lofts Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).

2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 022624-1, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 8, 2024, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on April 8, 2024, after notice was duly published and delivered in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that notice of the public hearing conducted April 8, 2024, was duly made in accordance with the provisions of the Act.

Section 2. Creation of Reinvestment Housing Incentive District. A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

The District's boundaries do not contain any property not referenced in Resolution No. 022624-1, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby

approved. In addition, the approval of the Development Agreement relating to the Downtown Lofts Reinvestment Housing Incentive District between the City and the developer thereof is hereby ratified and confirmed.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on April 8, 2024, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

(a) The Board of Education of Unified School District No. 435, Dickinson County, Kansas (Abilene) determines by resolution that the District will have an adverse effect on such school district; or

(b) The Board of County Commissioners of Dickinson County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Unified School District No. 435, Dickinson County, Kansas (Abilene) or of Dickinson County, Kansas.

Section 5. Further Action. The Mayor, City Manager, City Clerk, City officials and employees, including the City Attorney, and Gilmore & Bell, P.C., are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 6. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body, approval by the Mayor, and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Abilene, Kansas, and **SIGNED** by the Mayor, on April 8, 2024.

(SEAL)

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC, City Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that the Ordinance was passed on April 8, 2024; that the record of the final vote on its passage is found in the excerpt of minutes; and that it was published in the *Abilene Reflector-Chronicle* on April __, 2024.

DATED: April __, 2024.

Shayla L. Mohr, CMC, City Clerk

**DEVELOPMENT AGREEMENT
DOWNTOWN LOFTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of April 8, 2024, (the “**Effective Date**”), by and between the **CITY OF ABILENE**, Kansas, a municipal corporation of the State of Kansas (“**City**”), and **RURAL RENTAL, LLC**, a Kansas limited liability company (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

- A.** Developer has acquired real property and improvements located within the boundaries of City and described on ***Exhibit A*** attached hereto and incorporated herein by reference (the “**Property**”).
- B.** Developer desires to redevelop the Property into a 6 unit multifamily residential complex (“**Downtown Lofts Project**”), all as more fully described herein.
- C.** City has determined that the construction of the Downtown Lofts Project will foster the economic development of City and surrounding area of Dickinson County, Kansas.
- D.** The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to the Downtown Lofts Project.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Abilene, Kansas.

“**City Expenses**” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Downtown Lofts Project.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“Developer” means Rural Rental, LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Development Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act and approved by the Developer.

“District” means the Downtown Lofts Reinvestment Housing Incentive District to be established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

“Downtown Lofts Project” means the redevelopment of the Property into a 6 unit multifamily residential complex in accordance with the Concept Site Plan.

“Eligible Costs” means the City Expenses, the cost of the Property, and the costs of residential improvements made to the second or higher floors of buildings or structures located in the District that are more than 25 years of age and used primarily for residential purposes which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit C** attached hereto and incorporated herein by this reference.

“Governing Body” means the City Commission of the City of Abilene, Kansas.

“Material Change” means any change in the Concept Site Plan that modifies the number of residential units, or increases/decreases the cost of the Downtown Lofts Project by \$50,000 or more for each change or \$200,000 in the aggregate.

“Mayor” means the Mayor of the City of Abilene, Kansas, or their duly authorized agent.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Downtown Lofts Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“RHID Funds” means those amounts paid from the Dickinson County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Downtown Lofts Project.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Reinvestment Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Work” means all work necessary to prepare the Property and to construct the Downtown Lofts Project, including; (1) renovation of existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the residential units and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

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

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

(b) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any

agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Maintenance of Existence. During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

(a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Operating Agreement of the Developer; and

(c) a list of the officers and members of the Developer.

2.5 Final Approval Required. This Agreement will be void: (a) if the City does not finalize all required steps to create the District pursuant to the Reinvestment Housing Incentive District Act by adoption of the RHID Ordinance within 60 days after the Effective Date; or (b) if the District is nullified in the manner set forth in K.S.A. 12-5246. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Downtown Lofts Project. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. The Governing Body has heretofore adopted Resolution No. 101121-2 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment

Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On December 1, 2021, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City's ability to establish reinvestment housing incentive districts.

3.3 Further Proceedings. The City has caused to be prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and plans to consider a resolution calling a public hearing relative to the Development Plan, conduct a public hearing, and consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Downtown Lofts Project, with approval from the City.

4.2 Schedule. Developer will commence renovation and construction of the Downtown Lofts Project no later than [July 1, 2024]. Developer will diligently pursue and must obtain Substantial Completion of the Downtown Lofts Project within 18 months after commencement of construction.

4.3 Downtown Lofts Project Construction.

(a) Developer will construct, at its cost, the Downtown Lofts Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Downtown Lofts Project will comply with existing City codes, rules and regulations. If Developer serves as general contractor for the Downtown Lofts Project, Developer will not charge more for such services than a third-

party contractor would customarily charge for such services. All work on the Downtown Lofts Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to complete the Downtown Lofts Project. Prior to the commencement of construction of the Downtown Lofts Project, Developer will obtain, or will require that any such contractor obtain, the insurance required in **Section 6.8** hereof and will deliver evidence of such insurance to City.

(c) Promptly after Substantial Completion of the Work, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in the Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Work complies with all applicable City code and permitting requirements. The Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 30-day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Downtown Lofts Project. All costs of the Downtown Lofts Project will be paid in cash or financed by Developer. The City will use RHID Funds to reimburse Developer for all or a portion of the Eligible Costs, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the actual amount expended for such use or 120% of the total set forth on **Exhibit C**:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Eligible Costs within and between each line item with the written consent of the City Manager.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Costs.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and

promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Dickinson County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. The Developer will pay, or reimburse the City for payment of, all City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

6.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article V* hereof) and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

6.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the Downtown Lofts Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Downtown Lofts Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Downtown Lofts Project without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) the right of Developer to lease portions of the Property in the ordinary course of the development of the Downtown Lofts Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Downtown Lofts Project, and will be released from such liability hereunder only upon Substantial Completion of the Downtown Lofts Project.

6.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

- (a) In the case of Developer, to:

Rural Rental, LLC
Attn: Manager
100 Xavier Drive
Abilene, Kansas 67410

- (b) In the case of City, to:

City of Abilene, Kansas
Attention: City Manager
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

With a copy to:
City of Abilene, Kansas
Attn: City Attorney
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

7.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Downtown Lofts Project, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

7.8 Insurance; Damage or Destruction.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (1) above will contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

6.9 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

6.10 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

6.11 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

6.12 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

6.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

6.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

6.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 6.16** will,

except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Downtown Lofts Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Downtown Lofts Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

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

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

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

6.20 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the earliest of: (i) the date all Eligible Costs have been reimbursed with RHID Funds, subject to the requirements and limitations set forth in this Agreement; or (ii) when the City has released all RHID Funds that have been collected for 25 years after the date of the RHID Ordinance.

6.21 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF ABILENE, KANSAS

(SEAL)

By: _____
Brandon Rein, Mayor

ATTEST:

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

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Downtown Lofts Project
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form

EXHIBIT A

PROPERTY DESCRIPTION DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

The following described real estate in the City of Abilene, Dickinson County, Kansas, together with public rights-of-way adjacent thereto:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

PROPERTY MAP DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

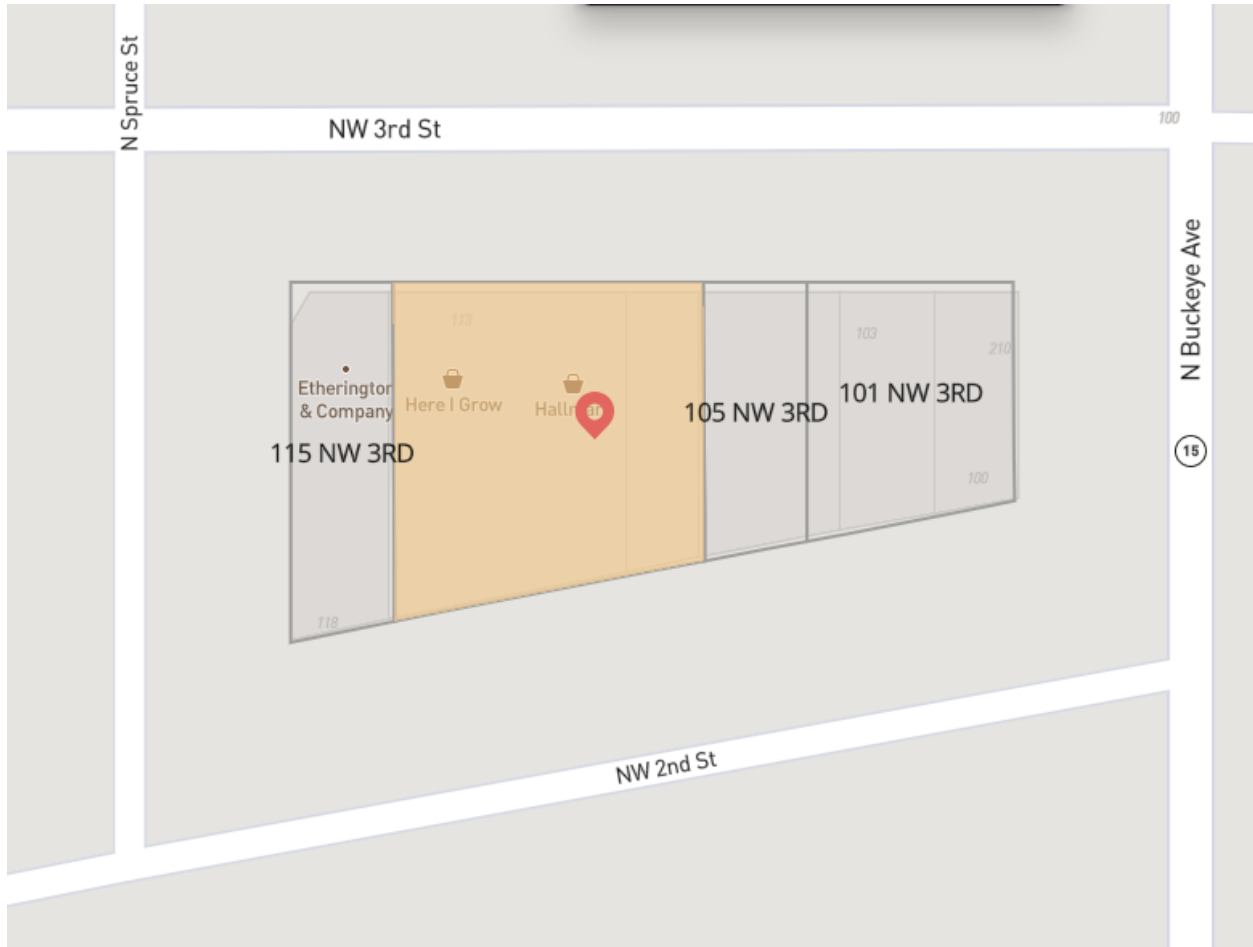


EXHIBIT C

ELIGIBLE COSTS FOR DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Acquisition Costs	\$ 220,000
2 nd Floor Residential Improvements	<u>851,989</u>
Total	<u>\$1,071,989</u>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Rural Rental, LLC (the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of [_____] (the “Development Agreement”) by and among the City of Abilene, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Work is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Abilene, Kansas
Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Rural Rental, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Downtown Lofts project (the “Fund”) and set forth in the Development Agreement between the City of Abilene, Kansas and the Developer for the Downtown Lofts Reinvestment Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

**DEVELOPMENT PLAN
OF THE CITY OF ABILENE, KANSAS
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

JANUARY 2024

INTRODUCTION

On October 11, 2021 the City Commission (the “Governing Body”) of the City Abilene, Kansas (the “City”) adopted Resolution 101121-2, which found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of one or more Reinvestment Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”). The Governing Body further found that certain buildings, including the building located within the proposed District, are more than 25 years of age, will be primarily used for residential purposes, and are located in a central business district.

Following the adoption of Resolution 101121-2, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c) and K.S.A. 12-5249(a)(11). On December 1, 2021, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive Districts within the City.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing, the City proposes this development plan (the “Development Plan”) to assist in the development of quality housing within the City.

(1) ***Legal Description and Map of the District.*** The legal description of the Downtown Lofts Reinvestment Housing Incentive District (the “District”) is as follows:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

A map of the District is attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2023 is:

Land	\$ 2,408
Improvements	<u>44,076</u>
<i>Total</i>	<i>\$46,484</i>

(3) ***Owners of Record.*** The name and address of the owner of record for the real estate within the District is:

Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

(4) ***Description of Housing and Public Facilities Projects.*** The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 6 unit multifamily residential complex targeting moderate income tenants. No additional structures are expected to be constructed.

Public Facilities

The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

(5) ***Developer's Information.*** The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

Developer: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

(6) ***Contractual Assurances.*** The Governing Body will consider a Development Agreement (as may be amended from time to time, the "Development Agreement"), with Rural Rental, LLC, a Kansas limited liability company (the "Developer"). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the proposed Development Agreement is attached as ***Exhibit B*** to this Development Plan.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. No public

infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

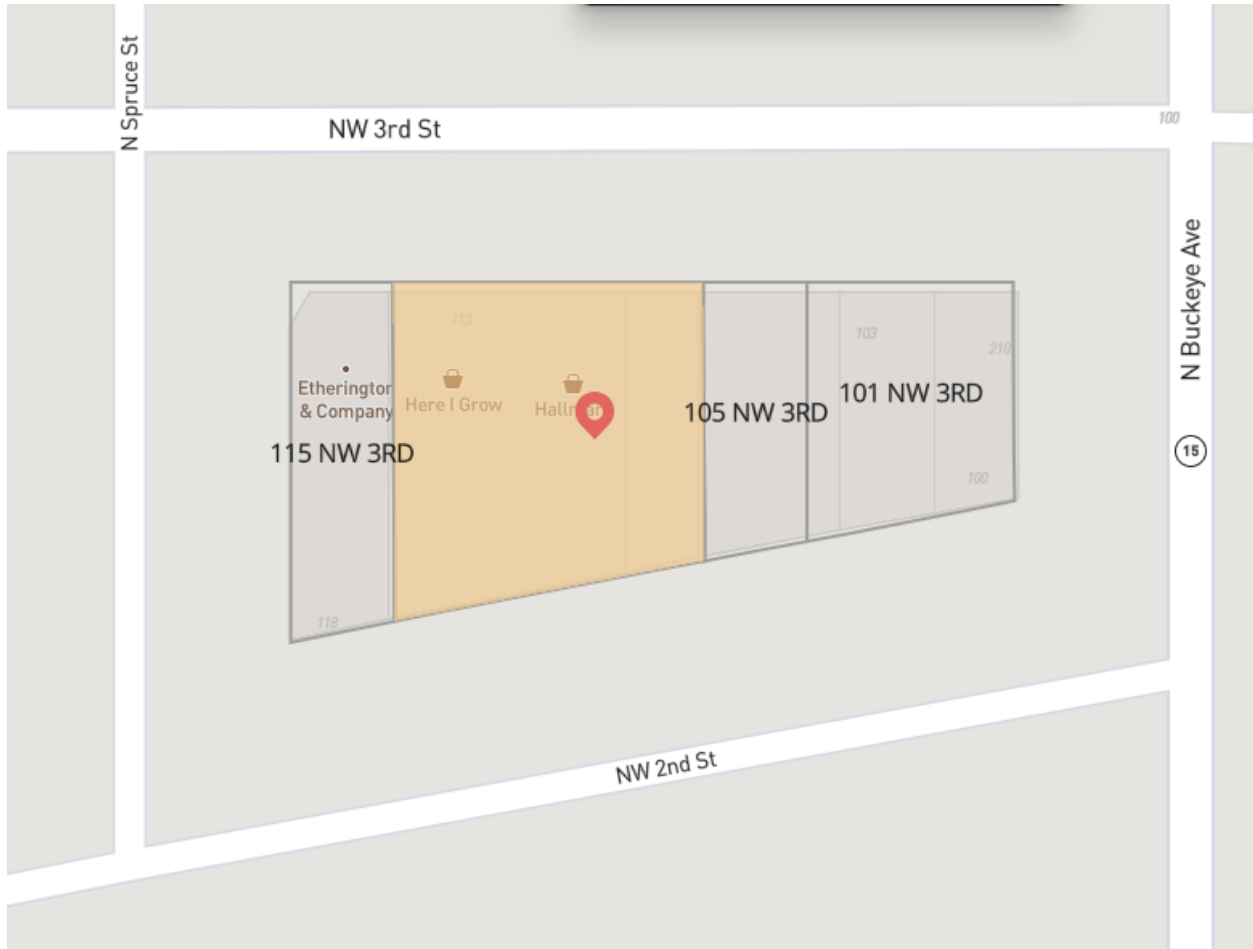


EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT C
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

City of Abilene, Kansas
Downtown Lofts RHID

Estimated Eligible Expenses	\$1,071,989
Estimated RHID Increment	\$265,234
Estimated Unreimbursed Developer Funds	\$806,755

Taxing Units:	2023/2024	Aggregate Fiscal Impact	
	Mill Levy	25 years	
City	47.356	\$	88,191
USD 435	51.882		59,374
State	1.5		-
Cemetery #1	1.603		2,985
Chisholm Trail Ext Dist #2	1.658		3,088
Memorial Hospital #1	2.001		3,726
Rec Commission	3.352		6,242
County	54.571		101,627
Total	163.923	\$	265,234

Current	Aggregate	Property Tax on		Estimated Completed	Property	Estimated	Less Taxes	Less State	Less State levy for	Annual
Assessed Value	2023/2024	Base Value		Appraised Value	Class	Property Tax	on Base	1.5 Mills	USD 20 Mills	Tax Increment
\$46,484.00	163.923	\$7,619.80		\$1,139,973	11.50%	\$21,489.79	\$7,619.80	\$196.65	\$2,621.94	\$11,051.41

Assumptions:
Eligible expenses equal to acquisition costs plus 50% of other project costs
Estimated Completed Value equal to Current Value plus 80% of estimated construction costs
Renovation completed by December 2024 (appraised Jan 2025 for taxes collected 2025/2026)
Constant AV
11.5% property class for assessed value
Constant mill levy based on 2023/24 levy
District created 2Q2024

Year	Tax Collection Years	Estimated Annual	Estimated Cumulative Total
		Total Increment	Increment
1	2024/25	\$0	0
2	2025/26	\$11,051	\$11,051
3	2026/27	\$11,051	\$22,103
4	2027/28	\$11,051	\$33,154
5	2028/29	\$11,051	\$44,206
6	2029/30	\$11,051	\$55,257
7	2030/31	\$11,051	\$66,308
8	2031/32	\$11,051	\$77,360
9	2032/33	\$11,051	\$88,411
10	2033/34	\$11,051	\$99,463
11	2034/35	\$11,051	\$110,514
12	2035/36	\$11,051	\$121,566
13	2036/37	\$11,051	\$132,617
14	2037/38	\$11,051	\$143,668
15	2038/39	\$11,051	\$154,720
16	2039/40	\$11,051	\$165,771
17	2040/41	\$11,051	\$176,823
18	2041/42	\$11,051	\$187,874
19	2042/43	\$11,051	\$198,925
20	2043/44	\$11,051	\$209,977
21	2044/45	\$11,051	\$221,028
22	2045/46	\$11,051	\$232,080
23	2046/47	\$11,051	\$243,131
24	2047/48	\$11,051	\$254,183
25	2048/49	\$11,051	\$265,234



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
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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, April 8, 2024

Session: Regular Meeting

Topic: Change Order – Oak, Olive, Kuney Waterline Replacement

Department: Public Works Department

Staff Contact: Brad Anderson, Public Works Director

Background:

This is the final change order to true up quantities of overrun and underran items, as shown on the attached change order documents.

Recommendation:

Approve the change order.

Fiscal Note:

\$11,586.70

Funding Source:

002-022-531060
Water Line Replacement

Change Order No. 1

Date of Issuance: 04/01/2024	Effective Date: 04/01/2024
Owner: City of Abilene, Kansas	Owner's Contract No.:
Contractor: J&k Contracting, LC	Contractor's Project No.:
Engineer: Olsson	Engineer's Project No.: E22-00584
Project: Oak, Olive, Kuney Waterline Replacement	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Change Order to true up quantities of overrun and underran items.

Attachments: *Exhibit A – Change Order Datasheet*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>213,734.60</u>	Original Contract Times: Substantial Completion: <u>May 1, 2024</u> Ready for Final Payment: <u>June 1, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: N/A Substantial Completion: Ready for Final Payment:
Contract Price prior to this Change Order: \$ <u>213,734.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>May 1, 2024</u> Ready for Final Payment: <u>June 1, 2024</u>
[Increase] [Decrease] of this Change Order: \$ <u>11,586.70</u>	[Increase] [Decrease] of this Change Order: No Change Substantial Completion: Ready for Final Payment:
Contract Price incorporating this Change Order: \$ <u>225,321.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2024</u> Ready for Final Payment: <u>June 1, 2024</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Brayson Beane</u>	By: _____	By: <u>Shannon Locke</u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor			
Title: <u>Project Engineer</u>	Title: <u>Mayor</u>	Title: <u>Managing Member</u>			
Date: <u>04/01/2024</u>	Date: <u>4/8/2024</u>	Date: <u>4/1/2024</u>			

CHANGE ORDER DATASHEET

Olsson

Client: City of Abilene
Project: Oak, Olive, & Kurney Street Waterline Replacement
Project Number: E22-00584

Date: 4/1/2024

J&K Contracting LC														
Item					Original Quantity		Unit	CO#1 REVISED QUANTITIES	TOTAL QUANTITIES	Unit Cost \$	CO#1 PRICE	ORIGINAL BID COST	REVISED BID COST	
Street Construction														
1	Mobilization			1	LS				1	\$3,500.00		\$3,500.00		
2	Seeding			1	LS				1	\$6,000.00		\$6,000.00	\$6,000.00	
3	Contractor Construction Staking			1	LS				1	\$3,000.00		\$3,000.00	\$3,000.00	
4	Pavement Removal and Replacement			302	SY		-145.6		156	\$110.00	-\$16,016.00	\$33,220.00	\$17,204.00	
5	Temporary Traffic Control			1	LS				1	\$500.00		\$500.00	\$500.00	
6	Pothole Existing Sanitary Sewer Service			2	EA				2	\$750.00		\$1,500.00	\$1,500.00	
										-\$16,016.00		\$47,720.00	\$31,704.00	
Waterline Construction														
7	1" CTS PE Tubing (Install Only-City Provided)			741	LF	25			766	\$15.00	\$375.00	\$11,115.00	\$11,490.00	
8	2" DR 9 HDPE Water Service (Install Only-City Provided)			29	LF				29	\$15.00		\$435.00	\$435.00	
9	6" C900 DR-18 PVC Waterline (Install Only-City Provided)			613	LF				613	\$15,325.00		\$15,325.00	\$15,325.00	
10	8" C900 DR-18 PVC Waterline (Install Only-City Provided)			1267	LF				1,267	\$25.00		\$31,675.00	\$31,675.00	
11	1" Meter Pit (Install Only-City Provided)			32	EA				32	\$500.00		\$16,000.00	\$16,000.00	
12	2" Meter Pit (Connection Only)			1	EA				1	\$250.00		\$250.00	\$250.00	
13	6" Tapping Sleeve (Install Only-City Provided)			2	EA				2	\$500.00		\$1,000.00	\$1,000.00	
14	12" x 6" Tapping Sleeve (Install Only-City Provided)			1	EA				1	\$600.00		\$600.00	\$600.00	
15	12" x 8" Tapping Sleeve (Install Only-City Provided)			1	EA				1	\$600.00		\$600.00	\$600.00	
16	6" Solid Sleeve (Install Only-City Provided)			2	EA	-2			0	\$250.00	-\$500.00	\$500.00	\$0.00	
17	12" Solid Sleeve (Install Only-City Provided)			1	EA	-1			0	\$250.00	-\$250.00	\$250.00	\$0.00	
18	6" MJ Gate Valve (Install Only-City Provided)			5	EA	1			6	\$150.00	\$150.00	\$750.00	\$900.00	
19	8" MJ Gate Valve (Install Only-City Provided)			1	EA				1	\$150.00		\$150.00	\$150.00	
20	4" Cap MJ (Install Only-City Provided)			4	EA	2			6	\$250.00	\$500.00	\$1,000.00	\$1,500.00	
21	6" Cap MJ (Install Only-City Provided)			3	EA				3	\$250.00		\$750.00	\$750.00	
22	6" x 45 Degree MJ Bend (Install Only-City Provided)			4	EA				4	\$250.00		\$1,000.00	\$1,000.00	
23	8" x 45 Degree MJ Bend (Install Only-City Provided)			2	EA	-2			0	\$250.00	-\$500.00	\$500.00	\$0.00	
24	8" x 6" MJ Reducer (Install Only-City Provided)			1	EA				1	\$150.00		\$150.00	\$150.00	
25	6" MJ Tee (Install Only-City Provided)			3	EA				3	\$300.00		\$900.00	\$900.00	
26	8" x 6" MJ Tee (Install Only-City Provided)			5	EA				5	\$300.00		\$1,500.00	\$1,500.00	
27	6" x 1 Service Saddle (Install Only-City Provided)			5	EA	1			6	\$300.00	\$300.00	\$1,800.00	\$1,800.00	
28	8" x 1 Service Saddle (Install Only-City Provided)			18	EA	1			19	\$300.00	\$300.00	\$5,400.00	\$5,700.00	
29	8" x 2 Service Saddle (Install Only-City Provided)			1	EA				1	\$300.00		\$300.00	\$300.00	
30	12" x 1 Service Saddle (Install Only-City Provided)			6	EA				6	\$300.00		\$1,800.00	\$1,800.00	
31	2" PVC Casing (Contractor Furnished)			307	LF				307	\$25.00		\$7,675.00	\$7,675.00	
32	2.5" PVC Casing (Contractor Furnished)			25	LF	-25			0	\$30.00	-\$750.00	\$750.00	\$0.00	
33	10" Steel Casing (Contractor Furnished)			60	LF				60	\$115.00		\$6,900.00	\$6,900.00	
34	12" Steel Casing (Contractor Furnished)			70	LF				70	\$120.00		\$8,400.00	\$8,400.00	
35	5-1/4" Fire Hydrant Assembly (Storz) (Includes 6" MJ Gate Valve) (Install Only-City Provided)			5	EA				5	\$900.00		\$4,500.00	\$4,500.00	

36	Connect to Existing Waterline	8	EA		8	\$1,200.00		\$9,600.00	\$9,600.00
37	Abandon Existing Waterline	2691	LF			\$0.60	\$1,614.60	\$1,614.60	
38	Remove Existing Fire Hydrant, Salvage to City	3	EA	1	4	\$300.00	\$300.00	\$1,200.00	\$1,200.00
39	Remove Existing Valve Box and Grout	9	EA	-5	4	\$300.00	-\$1,500.00	\$2,700.00	\$1,200.00
40	Waterline Testing	1	LS		1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
41	Flowable Fill	235	CY	-101	135	\$115.00	-\$11,557.50	\$27,025.00	\$15,467.50
							\$166,014.60		\$152,882.10

Additional Items									
ADD	6" AVK MJ Gate Valve Provided, from J & K Stock, all of these are located on Olive St.		EA	4	4	\$925.00	\$3,700.00	\$0.00	\$3,700.00
ADD	CTS x IPS Coupling Provided, from J & K Stock		EA	4	4	\$50.00	\$200.00	\$0.00	\$200.00
ADD	Tracer Lok Connector for Tracer Wire to Meter Pit		EA	33	33	\$10.00	\$330.00	\$0.00	\$330.00
ADD	Unknown Service @ 15th St., locate & crimp line		HR	4	4	\$375.00	\$1,500.00	\$0.00	\$1,500.00
ADD	Install Fire Hydrant Extension		HR	5	5	\$375.00	\$1,875.00	\$0.00	\$1,875.00
ADD	Install 12 x 6 Tee and Connect to Ex. Line, Cut into Existing 12" Ductile Line, Coupled to Ex. Both Sides, Excavated around and under High Profile ATT Fiber, Copper & KGS Gas		LS	1	1	\$3,375.00	\$3,375.00	\$0.00	\$3,375.00
ADD	5-1/4" Fire Hydrant Assembly (Storz) (Installed N. ROW of 14th & Campbell		EA	1	1	\$900.00	\$900.00	\$0.00	\$900.00
ADD	Provide AVK Fire Hydrant AND 6" AVK Valve for east end of NE 14th St.		EA	1	1	\$3,925.00	\$3,925.00	\$0.00	\$3,925.00
ADD	Provide 6" Restraints, Grip Rings & accessories		EA	5	5	\$70.00	\$350.00	\$0.00	\$350.00
ADD	Provide 6" MJ Plug @ 415 NE 14th Abandonment		EA	1	1	\$100.00	\$100.00	\$0.00	\$100.00
ADD	Provide 6" MJ Plug @ Charles & Olive Abandonment		EA	1	1	\$100.00	\$100.00	\$0.00	\$100.00
ADD	Provide 4" MJ Plug @ Kuney & 15th Abandonment		EA	1	1	\$85.00	\$85.00	\$0.00	\$85.00
ADD	Remove & Replace Curb & Gutter		EA	50	50	\$60.00	\$3,000.00	\$0.00	\$3,000.00
ADD	3/18/24, search for existing 4" N-S @ H&R Block Drive. Could not locate where City thought to be		HR	4	4	\$375.00	\$1,500.00	\$0.00	\$1,500.00
ADD	3/18/24, expose existing 12" & bend N of Campbell		HR	3	3	\$375.00	\$1,125.00	\$0.00	\$1,125.00
ADD	12"x1 Service Saddle at H & R Block Driveway, Abandon Existing 415 NE 14th, Additional time removing an addl hydrant and plugging ex lines under 5 cables coming out of the pedestal within 3' of the hydrant, and 1 - 4" gas line that was against the hydrant		EA	1	1	\$375.00	\$375.00	\$0.00	\$375.00
ADD	J & K Purchased Material Per Invoices Provided thru Project		HR	4	4	\$375.00	\$1,500.00	\$0.00	\$1,500.00
			LS	1	1	\$16,795.20	\$16,795.20	\$0.00	\$16,795.20
							\$40,735.20	\$0.00	\$40,735.20

Total Cost				CO#1 Price \$ 11,586.70		\$213,734.60	\$225,321.30
						ORIGINAL	REVISED



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
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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, April 8, 2024

Session: Regular Meeting

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 is the most recent redlined version with changes recommended by commissioners and a clean copy of the resolution for consideration.

Recommendation:

Approve Resolution 040824-1 amending the CID policy.

Fiscal Note:

N/A

Funding Source:

N/A

RESOLUTION NO. 040824-1

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 8th day of April, 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, but excluding the Applicant’s attorneys’ fees.
- (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. 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:

- (a) Attracts retail development to positively enhance the economic climate of and benefit the City;
- (b) Results in the building of infrastructure beyond what the City would require or would otherwise build; and
- (c) Promotes new development, rejuvenation, and/or redevelopment within the City.

V. 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.

VI. 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 VI. 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, 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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
419 N. Broadway St.
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: _____

RESOLUTION NO. _____

**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 _____8th day of _____April, 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.

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- (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, heating 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, but excluding the Applicant's attorneys' fees.
- (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. GENERAL EVALUATION 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:

- (a) Attracts retail development to positively enhance the economic climate of and benefit the City;
- (b) Results in the building of infrastructure beyond what the City would require or would otherwise build; and
- (c) Promotes new development, rejuvenation, and/or redevelopment within the City.

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~~(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:~~

- ~~— 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);~~
- ~~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. The proposed CID is expected to perform such that it will not require the full duration as allowed by state law; and~~
- ~~i. The proposed Development includes public improvements to be paid with CID Funds or funds of the Applicant or other private parties.~~

~~X. TIME LIMITATION FOR SUBMISSION OF CID PETITION.~~

~~A petition for the creation of a CID shall not be submitted to or accepted by the City after:~~

- ~~— the date of issuance of a final certificate of occupancy for the Development if a certificate of occupancy is required in connection with the work on the Development; or~~
- ~~— the date of substantial completion of the Development if a certificate of occupancy is not required in connection with the work on the Development.~~

V. 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.

VI. 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 VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

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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 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, April 8, 2024

Session: Regular Meeting

Topic: Vyve Agreements

Department: Finance

Staff Contact: Leann Johnson, Finance Director

Background:

Vyve Business Services is the City's current contracted internet and information technology services. In 2023, the City completed a full inventory and audit of all computer hardware and software. All locations were experiencing significant processing delays and computer lag times. The audit revealed:

- 1) There was equipment that was not included in the Cloud Management System that Vyve was not able to access,
- 2) Vyve could not remote access one of the old Cisco Switches, and
- 3) Identified the criticality of several machines that needed immediate replacement (WWTP plant, City Hall Conference Room & WTP plant).

To improve the speed and performance of all the hardware and software, the City desired to upgrade all locations to fiber internet. To upgrade the speed, it was also necessary to replace and upgrade the City's firewall as the current one would not be able to handle the 1Gb speed. All locations and services were previously on separate contracts (9 in total) with service terms ranging from 36-60 months. The City negotiated an upgraded switch and consolidated invoicing; Vyve also offered to use the City's business account to pilot the robust Sentinel One security system at no additional cost to the City.

Recommendation:

Authorize the City Manager to sign the Business Services & Locations consolidated contract.

Fiscal Note:

Savings of \$29,854.32

Funding Source:



Business Service Order – Vyve Broadband

Customer Information

Company Name: Abilene City Office	Account No.: 521155	Tax ID:
Street Address: Multi Site	City/Town: Abilene	State: KS Zip: 67410
Business Phone #: 785-263-2550	Cell Phone #	Check here for text alerts ☐
Primary Email: leann@abilenecityhall.com	Check for here for Email Billing ☐ Email billing, avoids a paper bill fee.	
Owner/Authorized Person: Leann Johnson	Alternate Contact:	
Billing Name:	Alternate Contact #:	
Billing Address:	[If different from above]	
City/Town:	State:	Zip:

Monthly Service Pricing

Service Term: 36-Months ☒

Service/Product Description	QNTY	Unit Price	Promo Discount	Subtotal	Installation
DIA/L2 Fiber - 1Gb/250Mb/100Mb	1	\$ 1,650.00	\$	\$ 1,650.00	\$
5 Coax 100Mb/10Mb	1	\$ 249.75	\$	\$ 249.75	\$
VTs-CM Solution	1	\$ 6,348.80	\$	\$ 6,348.80	\$
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		\$	\$	\$ 0.00	\$
Build Contribution (If Applicable):		\$	TOTAL	\$8,248.55	\$ 0.00

* Depending on your location, some or all of your service and equipment rates, plus certain additional charges, may be subject to state and/or local fees which will be added to your monthly bill.
 ** Total Monthly Pricing Excludes Applicable Taxes, Fees, & Surcharges as set by prevailing authorities (such as broadcast access fees, retransmission fees, and franchise fees).
 *** Total Monthly Price Includes Promo Discount. Service rates adjust to standard Unit Price after Promo Term expires. Video Service Rates subject to annual rate increase of up to 8%.

Voice Provisioning Information

Directory Listing Name:	Caller ID Name Display:
(15-Character Limit)	

Special Instructions

This agreement supersedes all previous agreements between Vyve Broadband and the City of Abilene for services outlined in Business Services & Locations proposal attached.

Terms & Conditions

The undersigned represents that he/she is the Customer or Authorized Customer Representative identified above and is authorized to sign this Service Order on behalf of Customer for the services selected above and that the Customer information set forth herein is true and correct. By signing this Service Order, the undersigned hereby acknowledges and agrees that Customer shall be bound by, and expressly consents to, the rates, terms and conditions of service applicable to each of the services selected above, including any termination penalties that may apply, as may be set forth in Vyve's Business Services Subscriber Agreement, as well as the Vyve's Business Services Acceptable Use Policy, Network Management Practices Policy and Customer Privacy Notice, as they respectively may be changed from time to time. In addition, if the undersigned selects the Vyve's auto pay payment option, the undersigned represents that he/she is the authorized signer for the account enrolled, will be liable for the entire amount debited or charged plus any additional charges for debits or charges not honored at time of presentation to his/her financial institution and will be bound by the terms and conditions of the Vyve Broadband Auto Pay Policy, as it may be changed from time to time. Vyve's website always contains the most recent versions of these policies at <https://www.vyvebroadband.com/policies/>. Customer acknowledges receipt of these policies by signing below. The undersigned authorizes Vyve to check Customer's credit and acknowledges and agrees that the effectiveness of this Service Order shall be subject to credit approval. For the avoidance of doubt, Service is effective and shall commence on the date on which installation of the Service is completed. As used herein, "Vyve" shall mean the applicable subsidiary or subsidiaries of Vyve Broadband Investments, LLC which are providing the services to Customer pursuant to this Service Order.

Business Service Order Includes: "ADDITIONAL TERMS AND SERVICE LEVEL AGREEMENT APPLICABLE FOR VYVE BROADBAND ENTERPRISE CLASS FIBER SERVICES: ("FIBER SERVICE") as set forth in Attachment C to the Business Services Subscriber Agreement.

Customer Signature _____ Date: _____



Vyve Broadband

March 25th, 2024

Toni West
Sr. Account Executive
P: 785.200.4945
E: toni.west@vyvebb.com

Proposal Prepared For:

The City of Abilene
419 N Broadway
Abilene, KS 67410

Business Services & Locations

Location	Service	MRC	Term	Qty
City Hall	1Gb/1Gb DIA-Fiber	\$350.00	36 Mo	1
	CMS Firewall	\$200.00	36 Mo	1
	CMS Access Points	\$220.00	36 Mo	5
	CMS 24 Port Switches	\$272.00	36 Mo	2
	Datto Backup Service	\$125.00	36 Mo	1
	RMM/AV Endpoint Security	\$1,339.80	36 Mo	84
	Server Endpoint Security	\$45.00	36 Mo	1
	Monthly IT Support	\$650.00	36 Mo	5
	M365 BB/Azure Active	\$552.00	36Mo	46
	M365 B Premium	\$990.00	36 Mo	45
	Site Total	\$4,743.80		
Notes: Update Endpoint Security count from 53 to 84, replace outdated switches and APs with newest models, and add average IT support of 5 hours to be billed monthly.				
Abilene PD	100Mb L2 Transport	\$150.00	36 Mo	1
	CMS Access Points	\$176.00	36 Mo	4
	CMS 24 Port Switch	\$136.00	36 Mo	1
	CMS 48 Port Switch	\$158.00	36 Mo	1
	Datto Backup Service	\$125.00	36 Mo	1
	Server Endpoint Security	\$90.00	36 Mo	2
	Site Total	\$835.00		
Notes: Upgrade 50Mb L2 connection to 100Mb, replace outdated switches and APs with newest models.				
CVB	100Mb/100Mb DIA-Fiber	\$150.00	36 Mo	1
	CMS Firewall	\$85.00	36 Mo	1
	CMS Access Point	\$44.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Site Total	\$327.00		
Notes: Includes fiber relocation for remodel. Replace outdated AP with newest model and add CMS 8 Port Switch.				
Parks & Rec	100Mb/10Mb Coax	\$49.95	36 Mo	1
	CMS Firewall	\$85.00	36 Mo	1
	CMS Access Points	\$44.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Expanded Basic TV	\$0	36 Mo	1
	Site Total	\$226.95		
Notes: Free TV & 50% off 100Mb coax for term of contract. Update firewall and AP and install CMS 8 port switch.				
Water Treatment	250Mb/250Mb	\$300.00	36 Mo	1
	CMS Wireless Firewall	\$85.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Site Total	\$433.00		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				

Business Services & Locations

Location	Service	MRC	Term	Qty
Public Works	100Mb/10Mb Coax	\$49.95	36 Mo	1
	CMS Firewall	\$85.00	36 Mo	1
	CMS Access Points	\$44.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Expanded Basic TV	\$0	36 Mo	1
	Site Total	\$178.95		
Notes: Free TV & 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch.				
Senior Center	100Mb/10Mb Coax	\$49.95	36 Mo	1
	CMS Wireless Firewall	\$85.00	36 Mo	1
	Expanded Basic TV	\$0	36 Mo	1
	Site Total	\$134.95		
Notes: Free TV & 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch				
Park Shop	100Mb/10Mb Coax	\$49.95	36 Mo	1
	CMS Wireless Firewall	\$85.00	36 Mo	1
	Site Total	\$134.95		
Notes: 50% off 100Mb coax for term of contract. Replace out of date firewall and/or AP and install CMS 8 port switch				
Recycle Center	100Mb/100Mb DIA Fiber	\$200.00	36 Mo	1
	CMS Wireless Firewall	\$85.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Site Total	\$333.00		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Airport	100Mb/100Mb DIA-Fiber	\$200.00	36 Mo	1
	CMS Firewall	\$85.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Site Total	\$333.00		
Notes: Install new 100Mb DIA to replace Wireless Verizon LTE & free wireless. Replace ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Wastewater	250Mb/250Mb	\$300.00	36 Mo	
	CMS Firewall	\$85.00	36 Mo	1
	CMS 8 Port Switch	\$48.00	36 Mo	1
	Site Total	\$433.00		
Notes: Replace Wireless Verizon LTE & ZC3 security appliance with Meraki MX67w and install CMS 8 port switch				
Water Tower	100Mb/10Mb	\$49.95	36Mo	1
	CMS Wireless Firewall	\$85.00	36Mo	1
	Site Total	\$134.95		

City of Abilene Authorized Representative (Print Name) _____

Signature: _____

Date: _____

Date	Vyve Individual Agreements	Unit Price
7/18/2023	Water Treatment Plant 250Mb/250Mb	\$ 300.00
7/18/2023	Waste Water Treatment Plant 250Mb/250Mb	\$ 300.00
7/14/2023	City of Abilene 1Gb/1Gb DIA w/VTS firewall upgrade	\$ 550.00
3/10/2023	Abilene Police Department Layer 2 transport - 50Mb	\$ 200.00
	VTS-Cloud Managed Security	\$ 109.59
3/9/2023	Parks & Rec Wireless Upgrade	\$ 116.00
2/20/2023	Abilene Water Tower 100Mb/10Mb	\$ 39.95
	Business Static IP Address	\$ 10.00
12/16/2022	City of Abilene Microsoft 365 Business Premium (45 licenses)	\$ 990.00
	Azure Active Directory Premium (45 licenses)	\$ 270.00
11/14/2022	City of Abilene 25Mb/25Mb Verizon LTE Redundant (qty 3)	\$ 372.00
	Cloud Managed Appliance-Meraki Z3 (qty 3)	\$ 150.00
6/29/2022	City of Abilene-Airport Failover Cloud Managed Appliance -Meraki Z3	\$ 50.00
	25Mb/25Mb LTE Redundant	\$ 124.00
	<i>Tax (should not have been included)</i>	\$ 15.23
2/1/2021	Original City of Abilene Quote & Agreement: City Hall Desktop Endpoint Security RMM/AV (qty 49)	\$ 683.55
	Server Endpoint management RMM/AV	\$ 45.00
	CMS Cloud Security MX65 license	\$ 60.00
	CMS Total Cloud Security MR33 hardware and Licensing	\$ 84.00
	CMS Cloud Security MR33 new hardware and licensing	\$ 38.00
	Datto-Alto3 (2Tb) with 1 Agent	\$ 125.00
	Microsoft 365 Business Basic (qty 47)	\$ 235.00

Microsoft 365 Business Standard (qty 31)	\$	387.50
Microsfot 365 E3 Licensing (qty 2)	\$	40.00
Fire Dept		
CMS Total Cloud Security MR33 hardware and Licensing	\$	28.00
CVB		
CMS Total Cloud Security MX65 & MR33 hardware and licensing	\$	93.00
Airport		
CMS Total Cloud Security Z3 hardware and licensing	\$	40.00
Parks Shop		
CMS Total Cloud Security MX65w license	\$	65.00
Parks & Recreation		
CMS Total Cloud Security MX65w license	\$	65.00
Public Works		
CMS Total Cloud Security MX65w license	\$	65.00
Senior Center		
CMS Total Cloud Security MX65w license	\$	65.00
Recylce Center		
CMS Total Cloud Security Z3 hardware and licensing	\$	49.00
Water Plant		
CMS Total Cloud Security Z3 hardware and licensing	\$	49.00
Waste Water Plant		
CMS Total Cloud Security Z3 hardware and licensing	\$	49.00
Abilene Police Department		
Server Endpoint management RMM/AV (qty 2)	\$	190.00
Desktop Endpoint Security RMM/AV (qty 13)	\$	129.35
Datto-Alto3 (2Tb) with 1 Agent	\$	125.00

Term-Mos	Total	Business Services and Locations	Unit Price
		City Hall	
60	\$ 18,000.00	1Gb/1Gb DIA-Fiber	\$ 350.00
	\$ -	CMS Firewall	\$ 200.00
	\$ -	CMS Access Points (qty 5)	\$ 220.00
60	\$ 18,000.00	CMS 24 Port Switches (qty 2)	\$ 272.00
	\$ -	Datto Backup Service	\$ 125.00
	\$ -	RMM/AV Endpoint Security (qty 84)	\$ 139.80
	\$ -	Server Endpoint Security	\$ 45.00
60	\$ 33,000.00	Monthly IT Support (qty 5)	\$ 650.00
	\$ -	M365 BB/Azure Active (qty 46)	\$ 540.00
	\$ -	M365 B Premium (qty 45)	\$ 990.00
36	\$ 7,200.00		
36	\$ 3,945.24	Abilene PD	
	\$ -	100Mb L2 Transport	\$ 150.00
	\$ -	CMS Access Points(qty 4)	\$ 176.00
36	\$ 4,176.00	CMS 24 Port Switch	\$ 136.00
	\$ -	CMS 48 Port Switch	\$ 158.00
	\$ -	Datto Backup Service	\$ 125.00
36	\$ 1,438.20	Server Endpoint Security (qty 2)	\$ 90.00
36	\$ 360.00		
	\$ -	CVB	
	\$ -	100Mb/100Mb DIA-Fiber \$150.00 36 Mo 1	\$ 150.00
60	\$ 59,400.00	CMS Firewall \$85.00 36 Mo 1	\$ 85.00
60	\$ 16,200.00	CMS Access Point \$44.00 36 Mo 1	\$ 44.00
	\$ -	CMS 8 Port Switch \$48.00 36 Mo 1	\$ 48.00
	\$ -		
36	\$ 13,392.00	Parks & Rec	
36	\$ 5,400.00	100Mb/10Mb Coax	\$ 49.95
	\$ -	CMS Firewall	\$ 85.00
	\$ -	CMS Access Points	\$ 44.00
36	\$ 1,800.00	CMS 8 Port Switch	\$ 48.00
36	\$ 4,464.00	Expanded Basic TV	\$ -
36	\$ 548.28		
		Water Treatment Plant	
		250Mb/250Mb	\$ 300.00
		CMS Wireless Firewall	\$ 85.00
36	\$ 24,607.80	CMS 8 Port Switch	\$ 48.00
36	\$ 1,620.00		
36	\$ 2,160.00	Public Works	
36	\$ 3,024.00	100Mb/10Mb Coax	\$ 49.95
36	\$ 1,368.00	CMS Firewall	\$ 85.00
36	\$ 4,500.00	CMS Access Points	\$ 44.00
36	\$ 8,460.00	CMS 8 Port Switch	\$ 48.00

36	\$	13,950.00	Expanded Basic TV	\$	-
36	\$	1,440.00			
			Senior Center		
36	\$	1,008.00	100Mb/10Mb Coax	\$	49.95
			CMS Wireless Firewall	\$	85.00
36	\$	3,348.00	Expanded Basic TV	\$	-
36	\$	1,440.00	Park Shop		
			100Mb/10Mb Coax	\$	49.95
36	\$	2,340.00	CMS Wireless Firewall	\$	85.00
36	\$	2,340.00	Recycle Center		
			100Mb/100Mb DIA Fiber	\$	200.00
36	\$	2,340.00	CMS Wireless Firewall	\$	85.00
			CMS 8 Port Switch	\$	48.00
36	\$	2,340.00			
			Airport		
36	\$	1,764.00	100Mb/100Mb DIA-Fiber \$200.00 36 Mo 1	\$	200.00
			CMS Firewall \$85.00 36 Mo 1	\$	85.00
36	\$	1,764.00	CMS 8 Port Switch \$48.00 36 Mo 1	\$	48.00
36	\$	1,764.00	Wastewater Plant		
			250Mb/250Mb \$300.00 36 Mo	\$	300.00
36	\$	6,840.00	CMS Firewall \$85.00 36 Mo 1	\$	85.00
36	\$	4,656.60	CMS 8 Port Switch \$48.00 36 Mo 1	\$	48.00
36	\$	4,500.00			
	\$	284,898.12	Water Tower		
			100Mb/10Mb \$49.95 36Mo 1	\$	49.95
			CMS Wireless Firewall \$85.00 36Mo 1	\$	85.00

Term-Mos	Total	NOTES
36	\$ 12,600.00	
36	\$ 7,200.00	
36	\$ 7,920.00	*Replaced
36	\$ 9,792.00	*Replaced
36	\$ 4,500.00	
36	\$ 5,032.80	*Updated from 53 to 84
36	\$ 1,620.00	
36	\$ 23,400.00	*Added an IT average support of 5 hours
36	\$ 19,440.00	
36	\$ 35,640.00	
	\$ -	
	\$ -	
36	\$ 5,400.00	*Updated 50Mb to 100MB
36	\$ 6,336.00	*Replaced
36	\$ 4,896.00	*Replaced
36	\$ 5,688.00	*Replaced
36	\$ 4,500.00	
36	\$ 3,240.00	
	\$ -	
	\$ -	
36	\$ 5,400.00	*Updated 50Mb to 100MB & fiber relocation for remodel
36	\$ 3,060.00	
36	\$ 1,584.00	*Replaced
36	\$ 1,728.00	*Added
	\$ -	
	\$ -	
36	\$ 1,798.20	*50% discount off 100Mb fiber update
36	\$ 3,060.00	*Updated
36	\$ 1,584.00	*Replaced
36	\$ 1,728.00	*Added
36	\$ -	No charge
	\$ -	
	\$ -	
36	\$ 10,800.00	*Replaced Verizon LTE
36	\$ 3,060.00	*Replaced
36	\$ 1,728.00	*Added
	\$ -	
	\$ -	
36	\$ 1,798.20	*50% discount off 100Mb fiber update
36	\$ 3,060.00	*Replaced
36	\$ 1,584.00	*Replaced
36	\$ 1,728.00	*Added

36	\$	-	No charge
	\$	-	
	\$	-	
36	\$	1,798.20	*50% discount off 100Mb fiber update
36	\$	3,060.00	*Replaced
36	\$	-	
	\$	-	
	\$	-	
36	\$	1,798.20	*50% discount off 100Mb fiber update
36	\$	3,060.00	*Replaced
	\$	-	
	\$	-	
36	\$	7,200.00	*Replaced Verizon LTE
36	\$	3,060.00	*Replaced
36	\$	1,728.00	*Added
	\$	-	
	\$	-	
36	\$	7,200.00	
36	\$	3,060.00	
36	\$	1,728.00	
	\$	-	
	\$	-	
36	\$	10,800.00	*Install new fiber to replace LTE
36	\$	3,060.00	*Replaced
36	\$	1,728.00	*Install
	\$	-	
	\$	-	
36	\$	1,798.20	
36	\$	3,060.00	
	\$	255,043.80	



11. Call to Order – April 8, 2024, City Commission Study Session

12. April 8, 2024, City Commission Study Session Agenda

- a. Fluoride Discussion – City Commission
- b. Dangerous Structure – 212 Cottage Discussion – Travis Steerman, City Inspector
- c. Quality of Life and Recreation Improvements and Programs Sales Tax Discussion – City Manager Ron Marsh & Parks and Recreation Director Kellee Timbrook

13. Consider a motion to adjourn the April 8, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, April 22, 2024, at 4 pm.

*City Commission Study Session, April 22, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.

*City Commission Regular Meeting, May 13, 2024, at 4 pm.

*City Commission Study Session, May 13, 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, April 8, 2024

Session: Study Session

Topic: Fluoride Draft Ordinance

Department: Public Works

Staff Contact: Ron Marsh/Brad Anderson/Jay Leusman

Per the discussion during the 3/25/24 commission study session, a draft ordinance repealing Ordinance 2828 is before you for consideration.

Background:

- Abilene Water Treatment Plant came online in 1998.
- Adding fluoride was an afterthought. Per the January 11, 1999 City Commission minutes, fluoride was first added beginning February 1, 1999.
- Operators feed the chemical into the system.
- Fluoride is dangerous in chemical form; operators wear PPE.
- From operator standpoint it's a dangerous process.
- EPA has lowered the threshold for fluoride over the years, now at .7 milligrams/liter (PPM)
- Naturally occurring, fluoride runs 0.2 - 0.5 ppm depending on the water source.
- Abilene doesn't add much and tends to run on the shy side.
- Based on an average of 30M gallons pumper per month, we use roughly a 55 gal drum/month.
- Annual cost for fluoride runs \$2200-\$4400.

Chemicals used in water production:

- Chlorine Gas (Cl₂) – used for the disinfection of water. We maintain a residual of 1.8 mg/l to 2.0 mg/l. We use roughly 14 lbs per day.
- Caustic Soda (NaOH) – used for stabilizing the water and preventing corrosion of the pipe or scaling on the pipe surface. We maintain a pH range of 7.6-8.0. We use roughly 30 gallons per day.
- Fluoride (Hydrofluorosilicic Acid) – Used to add to the fluoride residual of the water. We maintain a consistent 0.70 mg/l residual. We use roughly 1.5 gallons per day.

Additional information:

Ordinance 2497, authorizing the electorate's vote on adding fluoride to the municipal water supply, was approved on February 4, 1980. The vote was on April 1, 1980. According to the April 14, 1980, City Commission minutes, the results of the vote were yes – 626, no – 1329.

At the April 14, 1997, City Commission meeting, Ordinance 2828 (attached) was approved, authorizing and directing the fluoridation of water provided by the municipal water utility upon completion of the municipal water treatment plant.

ORDINANCE NO. ____

AN ORDINANCE REPEALING ORDINANCE NO. 2828, TITLED “AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY”, WHICH WAS PASSED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS ON APRIL 14, 1997 AND BECAME EFFECTIVE ON JULY 10, 1997.

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

SECTION 1. Ordinance No. 2828 of the City of Abilene, Kansas is hereby repealed.

SECTION 2. The City Manager is authorized and directed to discontinue the City’s addition of fluoride to water provided by the City’s municipal water utility system.

SECTION 3. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. ____ Summary

On April __, 2024, the Abilene City Commission passed Ordinance No. _____. The ordinance repeals Ordinance No. 2828, which was titled “AN ORDINANCE AUTHORIZING AND DIRECTING THE FLUORIDATION OF THE WATER PROVIDED BY THE MUNICIPAL WATER UTILITY”, passed by the City Commission on April 14, 1997 and effective on July 10, 1997, and which authorized and directed the fluoridation of water provided by the municipal water utility. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City’s legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this ____ day of April, 2024.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this ____ day of April, 2024.

Aaron O. Martin, Legal Counsel



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, April 8, 2024

Session: Study Session

Topic: 212 Cottage – Dangerous Structure

Department: Community Development

Staff Contact: Travis Steerman

Background:

Based on an exterior visual evaluation of the structure at 212 Cottage Ave.. (CARPENTERS ADDITION, S16, T13, R02, BLOCK 2, LOT 7, LESS R/W.), city inspection staff determined that the structure is dangerous and, therefore, uninhabitable.

Attachments:

- Staff Report, including 2024-004 code case, 2023-017 code case, and pictures of dwelling.
- Draft Resolution 042224-1
- Draft Request for Bid (RFB)

Recommendation:

It is the staff's recommendation to pursue repair or demolition of this structure, and for City Commission to instruct staff to draft the necessary resolution setting a public hearing date for the determination that the property is unsafe or dangerous, and instruct that repairs or removal be completed along with a deadline upon which the City Commission may arrange for removal.

Fiscal Note:

If enforcement of Resolution No. 042224-1, Section 4, is deemed necessary, city staff will publish of Request for Bid (RFB), as shown in this report's attachments.

Funding Source:

Demolition Nuisance Abatement Budget



TO: City Commission
FROM: Travis Steerman, City Inspector
SUBJ: 212 Cottage
DATE: April 2, 2024

ISSUE:

Based on an exterior visual evaluation of the structure at 212 Cottage (Carpenters Addition, S16, T13, R02, Block 2, Lot 7, Less R/W.), city inspection staff determined that the structure is dangerous and therefore uninhabitable.

BACKGROUND:

City staff conducted a visual inspection of the dwelling at 212 Cottage Ave. and found the structure to be structurally unsafe and dangerous. This property was not only inspected this year but also in a previous code case from 2023.

- Roof damage northeast side of house.
- Roof damage south side of house.
- Fascia damaged the south side above back porch roof.
- Back porch roof damaged shingles missing, sheathing damaged, rafters damaged.
- Various small tree growth through rear deck.

Additional Background:

The house has been vacant at least since 2017. Property was being cared for by Tony Haug for several years. Past code violations for this parcel include nuisance and weed violations. In 2023 dangerous structure violations were sent out about this address. Greg Kowenicki was the only subject to respond. Greg stated that the roof damage is from a tree falling during the construction of the courthouse. Greg believes the county is responsible for the damage to this structure. Greg was going to contact the county and have repairs made we believed.

Early in 2024 another code case for dangerous structure was started for this property. Greg called to request an extension as he stated this was the first time he had been made aware of the situation. I then called him back to allow an extension till March 21, 2024. He was to contact county officials and speak with them directly and apply for a building permit to repair the roof structure of the building. After talking to Greg, I arranged a meeting with Janelle Dockendorf, Marcus Rothchild, and Seth Johnson at the courthouse February 22, 2024. I made them aware of Greg's request. At the conclusion of the meeting county staff believed that the county wasn't at fault for most of the roof damage.



RECOMMENDATION:

It is the staff's recommendation to pursue repair or demolition of this structure, and for City Commission to instruct staff to draft the necessary resolution setting a public hearing date for the determination that the property is unsafe or dangerous, and instruct that repairs or removal be completed along with a deadline upon which the City Commission may arrange for removal.

FISCAL NOTE:

Funding Source: Demolition nuisance abatement budget.

ATTACHMENTS:

- 2024-004 Code case
- 2023-017 Code case
- Pictures of dwelling and condition of property.



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2355

NOTICE OF LOCAL ORDINANCE VIOLATION

February 05, 2024

PROPERTY OWNER:
KOWENICKI, GREGORY
3480 EDEN RD
ABILENE, KS 67410

COMPLAINT ID #: 2024-004
PROPERTY IN VIOLATION: 212 Cottage Ave
Abilene, KS 67410
PARCEL NUMBER: 021-115-16-0-40-32-007.00-0

Dear Sir/Madam:

VIOLATION: The owner of the aforementioned property is being cited for violation of the City Code as follows:

Dangerous Structure - Chapter 4, Section 401 (Dangerous Structures.)

The provisions of K.S.A. 12-1750 to K.S.A. 12-1756 inclusive are incorporated by reference with relation to the abatement of unsafe or dangerous structures.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***The dwelling located at 212 Cottage has multiple areas of roof damage and has become unsafe and dilapidated. This structure is in need of immediate repair or be demolished. Within the compliance date of this code violation provide a plan of repairs or removal of dwelling structure. If no plan is received or owners plan does not meet City's guidelines, the City of Abilene will proceed with dangerous structure proceedings.***

DEADLINE: The property owner or agent of the property has ten (10) days from the date of the notice to remedy the violation or request a hearing as provided in the violation notice accompanying this correction order. The violation shall be remedied by 02/15/2024 unless a hearing is required.

If you have questions about the information provided in this Correction Order or the accompanying Violation Notice, please contact:

**Travis Steerman
City Inspector
785-263-2355**



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2355

Violation

The violation(s) listed on the Notice of Local Ordinance Violation following this letter is/are contrary to the City of Abilene Municipal code.

Required Corrective Action

You are ordered to correct the violation(s) listed on the Notice included with this letter. If the subject violation(s) pertains(s) to weeds or plant growth, no further violation notices will be given during the current calendar year regarding weed or plant growth violations. *When appropriate, the required corrective action(s) is/are described following the related code information. If specific corrective action(s) is/are not provided and/or you have questions about how to correct the violation(s), please contact our City Inspector at (785) 263-2355.*

Deadline

The deadline(s) to complete the corrective action(s) is/are specified in the Notice following this letter. *In the event a deadline occurs on a Saturday, Sunday or holiday observed by the City of Abilene, the deadline is considered to be 8:00 a.m. on the next business day.*

Extension or Appeal Hearing

Prior to the deadline to correct the violations(s) (or any extended deadline), the owner or agent of the property may:

- **Request an extension** by contacting the City Inspector at 419 N. Broadway St. Abilene, KS 67410, or by phone (785) 263-2355. *An extension will only be granted if the owner or agent of the property can demonstrate that due diligence is being exercised to correct the violation(s).*
- **Request an appeal hearing** by contacting the City Inspector, 419 N. Broadway St. Abilene, KS 67410, or by phone (785) 263-2355. *If an appeal hearing is scheduled, the requestor will be contacted with the date, time and location of the hearing.*

City Correction and Enforcement

If the owner or agent fails to correct the listed violation(s) by the deadline and an extension has not been granted or an appeal hearing date has not been set, the City of Abilene may have the violation corrected and bill the cost, including administrative fees, against the property, per applicable Law. If the subject violation(s) pertain(s) to weeds or plant growth, the City of Abilene may also have additional weed or plant growth violations corrected, and bill the costs, including administrative fees, against the property without further notice during the current calendar year, per applicable law. If the owner or agent fails to pay within 30 days of receiving notice of such costs, the City of Abilene may levy a special assessment for such costs against the subject real estate and/or pursue a personal judgement for the recovery of the costs. Additionally, the City Prosecutor may file charges in Municipal Court, resulting in administrative fees in addition to all other costs and fees associated with correcting the violation.

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| ☐ Return Receipt (electronic) | \$ | _____ |
| ☐ Certified Mail Restricted Delivery | \$ | _____ |
| ☐ Adult Signature Required | \$ | _____ |
| ☐ Adult Signature Restricted Delivery | \$ | _____ |

Postage

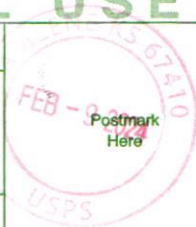
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Total Postage and Fees

\$

Sent To

Ann Doocy - Walker
Street and Apt. No., or PO Box No.
CMB 467 Box 6279
City, State, ZIP+4®
APD, AE 09096



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Copy Add to Informed Delivery

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Your item was delivered at 12:21 pm on February 20, 2024 in APO, AE 09096.

Get More Out of USPS Tracking:
 USPS Tracking Plus®

Delivered

Delivered

APO, AE 09096
February 20, 2024, 12:21 pm

Arrived at Military Post Office

APO, AE 09096
February 15, 2024, 4:24 pm

In Transit to Next Facility

February 14, 2024

Dispatched from USPS International Service Center

CHICAGO IL INTERNATIONAL DISTRIBUTION CENTER
February 11, 2024, 5:27 pm

Arrived at USPS Regional Origin Facility

WICHITA KS DISTRIBUTION CENTER
February 9, 2024, 8:33 pm

Departed Post Office

ABILENE, KS 67410
February 9, 2024, 9:47 am

USPS in possession of item

ABILENE, KS 67410
February 9, 2024, 9:00 am

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| ☐ Certified Mail Restricted Delivery | \$ | _____ |
| ☐ Adult Signature Required | \$ | _____ |
| ☐ Adult Signature Restricted Delivery | \$ | _____ |

Postage

\$

Total Postage and Fees

\$

Sent To

Gregory Kowenicki
Street and Apt. No., or PO Box No.

3480 Eden Rd
City, State, ZIP+4®
Abilene KS 67410

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7018 1130 0002 0465 2970

INSP W 2024-004

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gregory Kowenicki
3480 Eden Rd
Abilene, KS 67410



9590 9402 7776 2152 9871 57

2. Article Number (Transfer from service label)

7018 1130 0002 0465 2970

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-10-24

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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d Mail

d Mail Restricted Delivery

\$500)



CITY OF ABILENE COMMUNITY DEVELOPMENT DEPARTMENT

P.O. Box 519 | Abilene, KS 67410 | 785-263-2550

NOTICE OF LOCAL ORDINANCE VIOLATION

March 20, 2023

PROPERTY OWNER:	COMPLAINT ID #:	2023-017
DOOCY-WALKER, ANN KOWENICKI, GREGORY	PROPERTY IN VIOLATION:	212 Cottage Ave Abilene, KS 67410--
7233 BONETA RD WADSWORTH, OH 44281	PARCEL NUMBER:	021-115-16-0-40-32-007.00-0

Dear Sir/Madam:

VIOLATION: The owner of the aforementioned property is being cited for violation of the City Code as follows:

Dangerous Structure - Chapter 4, Section 401 (Dangerous Structures.)

The provisions of K.S.A. 12-1750 to K.S.A. 12-1756 inclusive are incorporated by reference with relation to the abatement of unsafe or dangerous structures.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***The dwelling located at 212 Cottage has multiple areas of roof damage and has become unsafe and dilapidated. This structure is in need a immediate repair or be demolished. Within the compliance date of this code violation provide a plan of repairs or removal of dwelling structure. If no plan is received the City of Abilene will proceed with dangerous structure proceedings.***

DEADLINE: The property owner or agent of the property has ten (10) days from the date of the notice to remedy the violation or request a hearing as provided in the violation notice accompanying this correction order. The violation shall be remedied by 03/30/2023 unless a hearing is required.

If you have questions about the information provided in this Correction Order or the accompanying Violation Notice, please contact:

Travis Steerman
City Inspector
785-263-2550

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Tracking Number: Remove X

70202450000104234453

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Latest Update

Your item was delivered at 12:14 pm on April 4, 2023 in APO, AE 09096,

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APO, AE 09096

April 4, 2023, 12:14 pm

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FAQs

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2023-017

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

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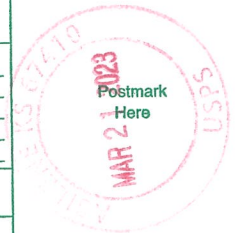
Total Postage and Fees

Sent To

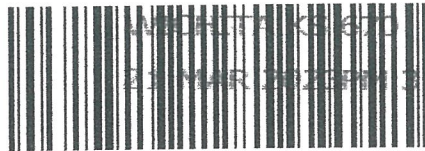
Howenicki and Doocy-Walker
7233 Boneta Rd
Wadsworth, OH 44281

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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03/20/2023

US POSTAGE \$008.10⁰⁰

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UNCLAIMED

1st
MAY
2024

3-31

PROPERTY OWNER:
DOOCY-WALKER, ANN
KOWENICKI, GREGORY

7233 BONETA RD
WADSWORTH, OH 44281

COMPLAIN

PROF
VIOL

PARC

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 67410051919 *1160-06253-21-35

44281-06040319











RESOLUTION NUMBER 042224-1

A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 212 COTTAGE AVENUE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED.

WHEREAS, the City Inspector has filed with the Governing Body a written statement that the dwelling located upon the following described parcel of real estate in the City of Abilene, Kansas is unsafe or dangerous:

ADDRESS

212 Cottage Ave.

LEGAL DESCRIPTION

CARPENTERS ADDITION, S16, T13, R02, BLOCK 2, LOT 7, LESS R/W.

SO NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Abilene, Kansas:

Section 1. That pursuant to K.S.A. 12-1752, the owners, the owners' agents, any lien holders of record, any occupants of the structure described above may appear and show cause why such structure should not be condemned and ordered repaired or demolished at 4:00 p.m. on Monday, June 10, 2024, in the City Commission Meeting Room, Abilene Public Library, 209 NW 4th St, Abilene, Kansas.

Section 2. This resolution shall be in full force and effect after its adoption by the Governing Body and the City Clerk shall cause it to be published once each week for two consecutive weeks on the same day of each week as required by K.S.A. 12-1752.

Adopted by the Governing Body of the City of Abilene, Kansas, and signed by the Mayor this 22nd day of April, 2024.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
City Clerk



Invitation to Bid

Project: Dangerous Structure Demolition City of Abilene, Kansas

The City of Abilene is soliciting interest from private contractors for the demolition of the dwelling, deemed unsafe and dangerous, by Resolution 042224-1, located at 212 Cottage Ave., Abilene, Kansas.

Pursuant of City Code Chapter II – Building and Property Regulation/Article 6. Building Demolition bids must include the following:

- Demolition of only the 720 sq. ft. dwelling
 - Removal of foundation at least (1) foot below ground level
 - Basement fill
 - Clearing of all demolition debris/materials
- Work to be completed by **[insert date]**, with final inspection completed by the City Inspector.

Contractors must be at least 18 years of age.

The successful bidder shall provide proof of \$300,000 in liability insurance.

Interested parties are requested to submit their name, address, phone number and proposed flat rate to the Office of the City Clerk, 419 N. Broadway, P.O. Box 519, Abilene, KS 67410, no later than 5:00 pm, **[insert date]**.

The City of Abilene reserves the right to reject any and all bids.

Please contact the City Inspector at 785-263-2355 or e-mail travis@abilenecityhall.com with any questions regarding this request.



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, April 8, 2024

Session: Study Session

Topic: Resolution for Sales Tax to Fund Quality of Life and Recreation Improvements & Programs

Department: Parks & Recreation

Staff Contact: City Manager/P&R Director

Background:

The Sports Complex Task Force is requesting the City Commission to consider passing a resolution to authorize and provide for the calling of a special question election to impose a \$0.35% sales tax to fund quality of life and recreation improvements and programs, including multi-purpose ball fields.

After considering a feasibility study conducted by WSU, and reviewing sales tax analysis provided by the city's financial consultant, Piper/Sandler, the Task Force members agreed to request a 0.35% sales tax. The TF reviewed sales tax analysis for a 0.25%, 0.35% and 0.50% tax rate (see attached). The feasibility study showed that respondents thought favorably on a previous 0.35% sales tax for city pool improvements, and the TF felt this was a good measure of the public support.

Conservatively, the 0.35% sales tax would support a \$3.75 million bond issue over 10 years, the term of the sales tax.

The TF also agreed to request placing the sales tax question on the August 6, 2024 primary election ballot. After contacting the County Elections Clerk, the ballot question needs to be to the County NLT May 8, 2024.

The purchasing cooperative Greenbush briefed the TF, as all interested vendors are approved through Greenbush. In the next few weeks, the TF will be presenting to the City Commission their recommendation for a vendor as they learn what can be accomplished with the potential funds available.

Recommendation:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE CALLING OF A SPECIAL QUESTION ELECTION IN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF IMPOSING A THREE AND ONE HALF TENTHS OF ONE PERCENT (0.35% CITYWIDE RETAILERS' SALES TAX FOR THE PURPOSE OF FUNDING QUALITY OF LIFE AND RECREATION IMPROVEMENTS AND PROGRAMS, TO INCLUDE MULTI PURPOSE BALL FIELDS; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID ELECTION.

WHEREAS, K.S.A. 12-187 *et seq.*, as amended (the “Act”), authorizes the governing body (the “Governing Body”) of the City of Abilene, Kansas (the “City”) to submit to the electors of the City the question of imposing Citywide retailers’ sales taxes, which in the aggregate may be in amounts not to exceed two percent (2%) for general purposes and not to exceed one percent (1%) for special purposes, provided sales taxes for special purposes shall expire ten (10) years from the initial date of collection thereof; and

WHEREAS, the Governing Body has determined it is necessary and advisable to authorize the levy of a 0.35% special purpose retailers’ sales tax (“Sales Tax”), to begin as soon as the tax may be levied by the Kansas Department of Revenue, which date is expected to be January 1, 2025, with revenue received from the tax used for the specific governmental purposes as described in the ballot question approved by Section 2 of this Resolution, provided the electors of the City authorize such sales tax at an election held in the City for such purpose;

WHEREAS, in order to authorize such Sales Tax, it is deemed advisable to call a special question election in the City on August 6, 2024 (the “Election”); and

WHEREAS, if approved, the Sales Tax will constitute a sales tax imposed for special purposes, as said term is described in K.S.A. 12-189, as amended.

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

SECTION 1. Public Purpose; Implementation of Sales Tax. It is hereby deemed necessary and advisable and in the best interests of the citizens of the City to authorize and impose the Sales Tax for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City. Collection of the Sales Tax, if approved by the electors of the City, shall commence on January 1, 2025, or as soon thereafter as permitted by law. All proceeds of the Sales Tax shall be applied for the purposes set forth in this *Section 1*.

SECTION 2. Special Question Election. It is hereby authorized, ordered and directed that a special question election shall be and is hereby called to be held in the City on August 6, 2024,

at which time there shall be submitted to the qualified electors of the City the following proposition:

Shall the following be adopted?

Shall a special purpose retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) be levied in the City of Abilene, Kansas to take effect January 1, 2025 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, with revenue from such tax used for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City; and provided that such retailers' sales tax shall expire on the date ten years after it is first levied, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

SECTION 3. Special Question Election Procedures. The vote at the Election shall be by ballot, and the proposition stated above shall be printed on the ballots, together with voting instructions as provided by law. The City Clerk shall transmit a copy of this Resolution to the Dickinson County Clerk to give notice of the Election as provided by law by publishing a Notice of Special Question Election in substantially the form attached hereto as ***Exhibit A*** once each week for two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication to be not less than twenty-one (21) days prior to the date of the Election, and the last publication shall be not more than ninety (90) days prior to the date of the Election.

SECTION 4. Effective Date. This Resolution shall be effective from and after its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Abilene, Kansas, this ____ day of _____, 2024.

Brandon Rein, Mayor

Attest:

Shayla Mohr, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ of the City of Abilene, Kansas, adopted by the Governing Body on _____,

2024, as the same appears of record in my office.

DATED: _____, 2024.

Shayla Mohr, City Clerk

Exhibit A
to Resolution No. _____

NOTICE OF SPECIAL QUESTION ELECTION

TO ALL OF THE QUALIFIED ELECTORS OF THE CITY OF ABILENE, KANSAS:

Notice is given by the Governing Body of the City of Abilene, Kansas and the County Election Officer of Dickinson County, Kansas that a special question election will be held in the City of Abilene on August 6, 2024, for the purpose of voting on the question of levying a special purpose city retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) on retail sales consummated within the City of Abilene, Kansas, according to the provisions of K.S.A. 12-187, *et seq.* If approved, the retailers' sales tax will begin on January 1, 2025 or as soon thereafter as the tax may be levied by the Kansas Department of Revenue and the revenue received by the City will be used for public purposes as described in the ballot question. If approved by a majority of the electors voting such tax shall be collected by the Kansas Department of Revenue, and the revenue returned to the city of Abilene.

The polls will be open for voting between 7:00 a.m. and 7:00 p.m. on August 6, 2024, at the following places:

[To be supplied by the county clerk/election officer]

The proposition to be voted on shall appear on the ballot as follows:

Shall the following be adopted?

Shall a special purpose retailers' sales tax in the amount of three and one half tenths of one percent (0.35%) be levied in the City of Abilene, Kansas to take effect January 1, 2025 or as soon thereafter as such tax may be levied by the Kansas Department of Revenue, with revenue from such tax used for the purpose of funding quality of life and recreation improvements and programs, to include multi-purpose ball fields, with the means and methods to accomplish said purpose to be determined in the sole discretion of the Governing Body of the City; and provided that such retailers' sales tax shall expire on the date ten years after it is first levied, all pursuant to K.S.A. 12-187 *et seq.*, as amended?

Yes ☐

No ☐

To vote in favor of any question submitted upon this ballot, make a cross or check mark in the square to the right of the word "Yes;" to vote against it, make a cross or check mark in the square to the right of the word "No."

Dated: _____, 2024

By: _____
Jeanne Livingston
Dickinson County Clerk/Election Officer

City of Abilene, Kansas

Sales Tax Analysis - Projected Series 2024 \$2.75MM Bond Issue over 10 Years - 0.25% Sales Tax Revenues

January 31, 2024

Year	Projected Series 2024 Debt Service	Total Debt Service	0.25% Sales Tax Revenues ¹	Debt Service After Sales Tax	Excess Revenues (Revenue Shortfall)	Cumulative Fund Balance	Coverage
2023				-	-	-	
2024			93,750	-	93,750	93,750	
2025	354,244	354,244	375,000	-	20,756	114,506	1.06
2026	356,750	356,750	375,000	-	18,250	132,756	1.05
2027	355,250	355,250	375,000	-	19,750	152,506	1.06
2028	358,250	358,250	375,000	-	16,750	169,256	1.05
2029	355,500	355,500	375,000	-	19,500	188,756	1.05
2030	357,250	357,250	375,000	-	17,750	206,506	1.05
2031	358,250	358,250	375,000	-	16,750	223,256	1.05
2032	353,500	353,500	375,000	-	21,500	244,756	1.06
2033	358,250	358,250	375,000	-	16,750	261,506	1.05
2034	357,000	357,000	375,000	-	18,000	279,506	1.05
Totals	3,564,244	3,564,244	3,843,750	-	279,506		

Assumptions

¹ Assumes 0.25% sales tax commencing 9/1/2024 and required to be renewed every ten years

* Projected Series 2024 \$2,750,000 Bond Issue closing 6/3/2024 over 10 Years @ 3.75%

City of Abilene, Kansas

Sales Tax Analysis - Projected Series 2024 \$3.75MM Bond Issue over 10 Years - 0.35% Sales Tax Revenues

March 19, 2024

Year	Projected Series 2024 Debt Service	Total Debt Service	0.35% Sales Tax Revenues ¹	Debt Service After Sales Tax	Excess Revenues (Revenue Shortfall)	Cumulative Fund Balance	Coverage
2023							
2024			131,250	-	131,250	131,250	
2025	370,625	370,625	525,000	-	154,375	285,625	1.42
2026	496,000	496,000	525,000	-	29,000	314,625	1.06
2027	495,000	495,000	525,000	-	30,000	344,625	1.06
2028	493,250	493,250	525,000	-	31,750	376,375	1.06
2029	495,750	495,750	525,000	-	29,250	405,625	1.06
2030	497,250	497,250	525,000	-	27,750	433,375	1.06
2031	492,750	492,750	525,000	-	32,250	465,625	1.07
2032	497,500	497,500	525,000	-	27,500	493,125	1.06
2033	496,000	496,000	525,000	-	29,000	522,125	1.06
2034	493,500	493,500	525,000	-	31,500	553,625	1.06
Totals	4,827,625	4,827,625	5,381,250	-	553,625		

Assumptions

¹ Assumes 0.35% sales tax commencing 9/1/2024

* Projected Series 2024 \$3,750,000 Bond Issue closing 12/01/2024 over 10 Years @ 3.75%

City of Abilene, Kansas

Sales Tax Analysis - Projected Series 2024 \$5.5MM Bond Issue over 10 Years - 0.50% Sales Tax Revenues

January 31, 2024

Year	Projected Series 2024 Debt Service	Total Debt Service	0.50% Sales Tax Revenues ¹	Debt Service After Sales Tax	Excess Revenues (Revenue Shortfall)	Cumulative Fund Balance	Coverage
2023				-	-	-	
2024			187,500	-	187,500	187,500	
2025	714,111	714,111	750,000	-	35,889	223,389	1.05
2026	713,750	713,750	750,000	-	36,250	259,639	1.05
2027	715,750	715,750	750,000	-	34,250	293,889	1.05
2028	711,500	711,500	750,000	-	38,500	332,389	1.05
2029	716,250	716,250	750,000	-	33,750	366,139	1.05
2030	714,500	714,500	750,000	-	35,500	401,639	1.05
2031	711,500	711,500	750,000	-	38,500	440,139	1.05
2032	712,250	712,250	750,000	-	37,750	477,889	1.05
2033	716,500	716,500	750,000	-	33,500	511,389	1.05
2034	714,000	714,000	750,000	-	36,000	547,389	1.05
Totals	7,140,111	7,140,111	7,687,500	-	547,389		

Assumptions

¹ Assumes 0.50% sales tax commencing 9/1/2024 and required to be renewed every ten years

* Projected Series 2024 \$5,500,000 Bond Issue closing 6/3/2024 over 10 Years @ 3.75%

CITY OF ABILENE

04/02/24 4:27 PM

Page 1

***Check Detail Register©**

Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37201	04/08/24	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$269.50	296470	ANIMAL CARE
		Total	\$269.50		
37202	04/08/24	ABILENE PRINTING & OFFICE			
E 001-001-521010		OFFICE SUPPLIES	\$200.05	61098	FOR ASSISTANCE SIGNS
		Total	\$200.05		
37203	04/08/24	ABILENE RENT-ALL & SALES, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$97.50	77429	PROPANE
		Total	\$97.50		
37204	04/08/24	ABILENE TERMITE & PEST CO			
E 001-004-520610		BUILDING MAINTENANC	\$160.00	6352	TERMITE INSP. WEBB BLDG
E 001-015-520710		CIVIC CENTER MAINTEN	\$290.00	9494	PEST CONTROL
		Total	\$450.00		
37205	04/08/24	ALCOHOLIC BEVERAGE CONTROL			
E 001-001-520970		MISCELLANEOUS SERVI	\$50.00	STM 040124	MARCH 2024 CMB TAX STAMPS
		Total	\$50.00		
37206	04/08/24	ANDERSON, BRAD			
E 001-004-520270		TRAINING	\$12.68	STM 031524	MILEAGE KRWA CONF
E 002-022-520270		TRAINING	\$38.05	STM 031524	MILEAGE KRWA CONF
E 002-023-520270		TRAINING	\$25.37	STM 031524	MILEAGE KRWA CONF
E 004-041-520270		TRAINING	\$38.05	STM 031524	MILEAGE KRWA CONF
E 004-042-520270		TRAINING	\$12.68	STM 031524	MILEAGE KRWA CONF
		Total	\$126.83		
37207	04/08/24	AQUIONICS INC			
E 004-042-520673		UV EQUIPMENT MAINTEN	\$6,809.90	0060289-IN	UV PARTS
		Total	\$6,809.90		
37208	04/08/24	AUTOMOTIVE EQUIPMENT, INC			
E 001-004-520610		BUILDING MAINTENANC	\$1,070.00	240076	SERVICE WASTE OIL HEATER
		Total	\$1,070.00		
37209	04/08/24	BBN ARCHITECTS INC			
E 028-000-530260		SPECIAL PROJECTS	\$3,750.00	STM 032124	WTP ROOF REPLACEMENT PROFESSIONS
		Total	\$3,750.00		SERVICE FEB 2024
37210	04/08/24	BRIANS PLUMBING INC			
E 001-013-520610		BUILDING MAINTENANC	\$165.00	7912	SEWER CLEAN OUT @ SR CENTER
		Total	\$165.00		
37211	04/08/24	CARRANZA, J.J.			
E 001-002-520270		TRAINING	\$135.34	STM 032124	MILEAGE KLETC HUTCH KS
		Total	\$135.34		
37212	04/08/24	CASCO INDUSTRIES			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 020-000-530391		FIRE EQUIPMENT	\$18,147.00	260468	BUNKER GEAR
		Total	\$18,147.00		
37213	04/08/24	CATLETT AUTOMOTIVE INC			
E 001-004-520620		EQUIPMENT REP & MAI	\$20.22	174094	SWEEPER HEADLIGHTS
E 001-005-520620		EQUIPMENT REP & MAI	\$85.49	174825	BATTERY FOR GATOR
		Total	\$105.71		
37214	04/08/24	CED - RENSENHOUSE			
E 004-042-520620		EQUIPMENT REP & MAI	\$8.00	6665-111575	REPLACEMENT BULBS
		Total	\$8.00		
37215	04/08/24	CENTRAL PLAINS IRRIGATIONS, LLC			
E 015-158-530260		SPECIAL PROJECTS	\$15,000.00	1194	INSTALL WALKING TRACK @ BI PARK
		Total	\$15,000.00		
37216	04/08/24	CHADS PAINTING & REMODELING, LLC			
E 001-011-520265		DEMOLITIONS/NUISANC	\$4,760.00	1075	SECURE PROPERTY 34 OPENINGS
		Total	\$4,760.00		
37217	04/08/24	CINTAS			
E 001-004-521140		FIRST AID & MEDICAL S	\$45.05	5202973761	1ST AID CABINET
E 003-000-521140		FIRST AID & MEDICAL S	\$47.51	5202973771	1ST AID CABINET
E 004-042-521140		FIRST AID & MEDICAL S	\$117.70	520973709	1ST AID CABINET
		Total	\$210.26		
37218	04/08/24	CLARK, MIZE & LINVILLE CHARTER			
E 001-001-520110		LEGAL	\$2,447.60	147308	FEB 2024 LEGAL SERVICE
E 001-001-520110		LEGAL	\$1,176.00	147308	FEB 2024 GENERAL RETAINER
		Total	\$3,623.60		
37219	04/08/24	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$200.00	STM 033124	MARCH 2024 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$200.00	STM 033124	MARCH 2024 CLEANING
E 001-008-520610		BUILDING MAINTENANC	\$200.00	STM 033124	MARCH 2024 CLEANING
E 001-013-521260		CONTRACT LABOR	\$900.00	STM 033124	MARCH 2024 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$800.00	STM 033124	MARCH 2024 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$200.00	STM 033124	MARCH 2024 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$200.00	STM 033124	MARCH 2024 CLEANING
		Total	\$2,700.00		
37220	04/08/24	CORE & MAIN			
E 002-022-520665		METERS, RADIOS, PITS,	\$413.31	U421969	2" OMNI REGISTERS
E 002-022-520661		WATER LINE MAINTENA	\$423.25	U521967	SADDLE & STRAPS
E 002-022-520661		WATER LINE MAINTENA	\$338.86	U559955	SADDLES
		Total	\$1,175.42		
37221	04/08/24	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$67.73	1984	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$499.06	1985	DIESEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$188.82	1985	DIESEL

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$755.61		
37222	04/08/24	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$1,305.00	STM 033124	PRISON CARE
Total			\$1,305.00		
37223	04/08/24	DON'S TIRE & SUPPLY			
E 001-002-520600		VEHICLE EXPENSES	\$23.00	293061	FLAT REPAIR
Total			\$23.00		
37224	04/08/24	EBERT CONSTRUCTION CO, INC			
E 002-022-531060		WATER DISTRIBUTION L	\$169,246.28	PAY APP #1	KDOT CCLIP PROJECT #2312
Total			\$169,246.28		
37225	04/08/24	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$49.47	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$20.72	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$83.61	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$40.15	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.95	1717190452	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$570.39	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$68.36	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$53.23	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,638.44	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$45.47	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.00	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$59.92	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$82.88	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$21.16	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$21.16	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$21.15	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$21.15	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	\$456.93	3413870642	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$17.78	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$17.78	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$17.77	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$17.77	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,572.70	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$121.68	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$29.58	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	\$47.22	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$162.18	4898116762	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$162.18	4898116762	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$162.18	4898116762	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-024-520510		ELECTRIC SERVICE	\$162.18	4898116762	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$162.17	4898116762	ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	\$162.17	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.58	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$31.08	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$39.32	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$36.00	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$73.73	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$73.72	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$73.72	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$73.72	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$94.73	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$62.96	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$271.18	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$238.63	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$191.98	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$31.96	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.84	678816549	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$37.67	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$87.51	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$49.72	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$479.84	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$291.71	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$267.25	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	7484828978	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.17	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$4,817.56	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$73.25	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$83.48	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,232.98	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$32.50	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$27.48	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$40.33	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$20,698.24	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$105.61	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$13.27	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,468.11	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$178.10	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$206.76	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$481.98	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$63.72	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$15.04	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$45.08	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.54	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.97	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$17.12	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$59.92	9255132041	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$85.38	9348861379	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520510		ELECTRIC SERVICE	\$47.01	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,440.83	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	\$10.38	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$390.14	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$42.83	9994690522	ELECTRIC SERVICE
		Total	\$50,577.72		
37226	04/08/24	FELD FIRE			
E 001-003-521231		FIRE EQUIPMENT	\$5,231.97	0436500-OM	PARTS FOR INSTRUMENT CLUSTER
		Total	\$5,231.97		
37227	04/08/24	GREAT PLAINS THEATRE			
E 013-131-520740		PROMOTION, ADS, MAR	\$500.00	STM 032924	PLAYBILL AD
		Total	\$500.00		
37228	04/08/24	GUFFEY PROPERTIES, LLC			
E 038-000-540610		CID SALES TAX	\$2,346.19	STM 032824	CID FAMILY DOLLAR LESS 2% ADMIN FEE - FEB 2024
		Total	\$2,346.19		
37229	04/08/24	JENNIE HIATT			
E 003-000-520270		TRAINING	\$70.22	STM 021524	MILEAGE KS WASTE REDUCTION CONF
E 001-001-520870		TREE BOARD	\$134.93	STM 031324	MILEAGE TREE CITY RECOGNITION EVENT
		Total	\$205.15		
37230	04/08/24	BRAD HOMMAN			
E 002-023-520670		WELL MAINTENANCE	\$16,602.90	9286	SECURITY SYSTEM FOR 10 WELL SITES
E 002-023-520520		TELEPHONE / INTERNE	\$895.50	9287	MONTHLY FEE ALARM CELLULAR 4/24-12/24
		Total	\$17,498.40		
37231	04/08/24	IMAGE QUEST			
E 015-151-521045		OFFICE EQUIPMENT	\$67.92	IN5110184	COPIER CONTRACT OVERAGE CHARGE 2/25-3/24/24
E 001-001-520700		RENT-CONTRACTS-MAI	\$49.44	IN5110393	COPIER CONTRACT OVERAGE CHARGE 2/25-3/24/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$49.44	IN5110393	COPIER CONTRACT OVERAGE CHARGE 2/25-3/24/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$49.44	IN5110393	COPIER CONTRACT OVERAGE CHARGE 2/25-3/24/24
E 001-008-521045		OFFICE EQUIPMENT	\$142.42	IN5110394	COPIER CONTRACT OVER CHARGE 12/25/23-03/24/24
		Total	\$358.66		
37232	04/08/24	J & K CONTRACTING			
E 002-022-520640		STREET REPAIRS	\$10,620.00	#04012024-1	SERVICE @ GBH WEST
E 002-022-531060		WATER DISTRIBUTION L	\$106,561.08	PAYMENT #	PROJECT OAK OLIVE & KUNEY ST WATERLINE REPLACEMENT
		Total	\$117,181.08		
37233	04/08/24	JACKSON, PETER R.			

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E 015-153-522860		ADULT SOFTBALL	\$168.00	STM 032624	ASB UMPIRE 6 GAMES @ \$28
		Total	\$168.00		
37234	04/08/24	JERRY A. MILLER			
E 005-000-520141		AWOS	\$425.00	STM 041824	APRIL AWOS
		Total	\$425.00		
37235	04/08/24	KANEQUIP, INC			
E 001-003-521231		FIRE EQUIPMENT	\$229.22	23-137108	UTV PARTS
		Total	\$229.22		
37236	04/08/24	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$378.37	51072362220	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$239.39	51072362220	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$927.94	51072362220	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$704.75	51072362220	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$140.99	51072362220	GAS SERVICE
E 003-000-520509		GAS SERVICE	\$190.71	51072362220	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$133.94	51072362220	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$133.95	51072362220	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$133.95	51072362220	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$133.95	51072362220	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$133.95	51072362220	GAS SERVICE
E 001-008-520509		GAS SERVICE	\$133.95	51072362220	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$31.95	51072362220	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$31.95	51072362220	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$31.96	51072362220	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$198.46	51072362220	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$198.46	51072362220	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$198.45	51072362220	GAS SERVICE
		Total	\$4,077.07		
37237	04/08/24	KDOR-MISCELLANEOUS TAX SECTION			
E 002-024-520951		WATER TAX / PROTECT	\$1,298.76	STM 033124	JAN FEB MAR 2024 WATER PROTECTION FEE & CLEAN DRINKING WATER FEE
E 002-024-520951		WATER TAX / PROTECT	\$1,385.34	STM 033124	JAN FEB MAR 2024 WATER PROTECTION FEE & CLEAN DRINKING WATER FEE
		Total	\$2,684.10		
37238	04/08/24	KS EMPLOYMENT SECURITY FUND			
E 001-001-520440		EMPLOYMENT SECURIT	\$62.54	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-002-520440		EMPLOYMENT SECURIT	\$280.14	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-003-520440		EMPLOYMENT SECURIT	\$198.50	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-004-520440		EMPLOYMENT SECURIT	\$63.50	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-005-520440		EMPLOYMENT SECURIT	\$17.68	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-006-520440		EMPLOYMENT SECURIT	\$57.40	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-008-520440		EMPLOYMENT SECURIT	\$22.74	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-011-520440		EMPLOYMENT SECURIT	\$19.45	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-012-520440		EMPLOYMENT SECURIT	\$21.19	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 001-013-520440		EMPLOYMENT SECURIT	\$1.34	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 002-022-520440		EMPLOYMENT SECURIT	\$33.70	STM 040224	1ST QTR 2024 UNEMPLOYMENT

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-520440		EMPLOYMENT SECURIT	\$64.77	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 002-024-520440		EMPLOYMENT SECURIT	\$37.12	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 003-000-520440		EMPLOYMENT SECURIT	\$1.57	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 004-041-520440		EMPLOYMENT SECURIT	\$27.09	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 004-042-520440		EMPLOYMENT SECURIT	\$47.44	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 004-043-520440		EMPLOYMENT SECURIT	\$37.12	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 013-131-520440		EMPLOYMENT SECURIT	\$25.47	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 015-151-520440		EMPLOYMENT SECURIT	\$49.57	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 015-153-520440		EMPLOYMENT SECURIT	\$1.97	STM 040224	1ST QTR 2024 UNEMPLOYMENT
E 015-156-520440		EMPLOYMENT SECURIT	\$0.41	STM 040224	1ST QTR 2024 UNEMPLOYMENT
		Total	\$1,070.71		
37239	04/08/24	KS TREASURER			
E 001-012-520810		STATE FEES	\$1,237.49	83271	STATE FEES
		Total	\$1,237.49		
37240	04/08/24	LEAGUE KS MUNICIPALITIES			
E 001-001-520280		TRAVEL-MEETINGS & C	\$175.00	8815	CITY LEADERS ACADEMY BRANDON REIN
		Total	\$175.00		
37241	04/08/24	LEGACY KANSAS, LLC			
E 038-000-540610		CID SALES TAX	\$103.60	STM 032824	CID LEGACY KANSAS LESS 2% ADMIN FEE - FEB 2024
		Total	\$103.60		
37242	04/08/24	LEUSMAN, JAY			
E 002-023-520270		TRAINING	\$121.83	STM 031424	MILEAGE KRWA CONF
		Total	\$121.83		
37243	04/08/24	LINDER ELECTRIC			
E 028-000-531160		LARGE TOOLS & EQUIP	\$5,000.00	210321	WTP GENERATOR
		Total	\$5,000.00		
37244	04/08/24	LUMBER HOUSE TRUE VALUE			
E 004-042-520610		BUILDING MAINTENANC	\$17.58	2403-178043	CALCULATORS
E 001-003-520610		BUILDING MAINTENANC	\$127.22	2403-178205	PLUMBING SUPPLIES
E 001-003-520610		BUILDING MAINTENANC	\$97.95	2403-178224	PLUMBING SUPPLIES
E 001-003-520610		BUILDING MAINTENANC	\$28.07	2403-178301	PLUMBING SUPPLIES
		Total	\$270.82		
37245	04/08/24	MEAD, KEELY			
E 015-153-520780		REFUND EXPENSE	\$60.00	67226048	REFUND SOFTBALL
		Total	\$60.00		
37246	04/08/24	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$8,704.77	STM 032824	CID ROSEROCK LESS 2% ADMIN FEE - FEB 2024
		Total	\$8,704.77		
37247	04/08/24	MIDWEST SINGLE SOURCE			
E 001-001-520220		POSTAGE & METER RE	\$2.85	220028-0	SEALING KIT POSTAGE MACHINE
E 002-024-520220		POSTAGE & METER RE	\$2.84	220028-0	SEALING KIT POSTAGE MACHINE

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Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-520220		POSTAGE & METER RE	\$2.84	220028-0	SEALING KIT POSTAGE MACHINE
E 001-001-520220		POSTAGE & METER RE	\$93.09	226559-0	INK POSTAGE MACHINE
E 002-024-520220		POSTAGE & METER RE	\$93.08	226559-0	INK POSTAGE MACHINE
E 004-043-520220		POSTAGE & METER RE	\$93.08	226559-0	INK POSTAGE MACHINE
		Total	\$287.78		
37248	04/08/24	MODERN PLUMBING CO, LLC			
E 004-041-520651		SEWERLINE MAINTENA	\$1,487.68	0304-00324	SEWER REPAIRS 214 ROGERS
		Total	\$1,487.68		
37249	04/08/24	MULLEN, DAVID			
E 015-151-520600		VEHICLE EXPENSES	\$45.85	STM 032024	MILEAGE DK LEAGUE MEETING
		Total	\$45.85		
37250	04/08/24	NEW DIRECTIONS BEHAVIORAL			
E 001-001-510290		EMPLOYER CONTRB TO	\$583.34	INV-32838	SEMI-ANNUAL EMPLOYEE ASSISTANCE 4-24/9-24
E 002-024-510290		EMPLOYER CONTRB TO	\$583.33	INV-32838	SEMI-ANNUAL EMPLOYEE ASSISTANCE 4-24/9-24
E 004-043-510290		EMPLOYER CONTRB TO	\$583.33	INV-32838	SEMI-ANNUAL EMPLOYEE ASSISTANCE 4-24/9-24
		Total	\$1,750.00		
37251	04/08/24	NEX-TECH RURAL TELEPHONE			
E 002-023-520520		TELEPHONE / INTERNE	\$57.15	STM 040124	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$110.80	STM 040124	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$114.30	STM 040124	PHONE SERVICE
		Total	\$282.25		
37252	04/08/24	OLSSON			
E 005-000-530260		SPECIAL PROJECTS	\$3,185.00	490243	AIRPORT DISPLACED THRESHOLD
E 014-000-520140		ENGINEERING	\$11,106.25	490329	14TH ST
E 002-022-531060		WATER DISTRIBUTION L	\$7,601.25	490938	WATERLINE REPLACEMENT
E 014-000-520140		ENGINEERING	\$1,166.80	491304	GENERAL ENGINEERING
E 014-000-531190		CCLIP	\$6,069.20	491306	CCLIP
		Total	\$29,128.50		
37253	04/08/24	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460203151	SUSPENDED SOLIDS
		Total	\$351.50		
37254	04/08/24	PARKS & GREEN SPACES, LLC			
E 013-131-520260		SPECIAL PROJECTS	\$250.00	STM 032224	DEPOSIT COLLABORATION PROJECT & PUBLIC ART EXHIBIT @ LIBRARY
		Total	\$250.00		
37255	04/08/24	PIONEER FARM INC			
E 002-023-520670		WELL MAINTENANCE	\$26.99	655947	BALL VALVE
E 002-022-520685		FIRE HYDRANTS & VALV	\$19.91	656950	BOLTS FOR ALTITUDE VALVE
E 001-003-520610		BUILDING MAINTENANC	\$23.57	656969	CLAMP & ANGLE STOP
		Total	\$70.47		

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Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
37256	04/08/24	PVS DX, INC			
E 002-023-521030		CHEMICALS	\$1,755.24	287000088-2	CHLORINE
		Total	\$1,755.24		
37257	04/08/24	RIFFEL, ROD			
E 013-131-520260		SPECIAL PROJECTS	\$1,000.00	STM 032224	DOWTONW CAR SHOW SPONSORSHIP
		Total	\$1,000.00		
37258	04/08/24	ROBSON OIL CO, INC			
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,438.67	STM 032524	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$1,347.06	STM 032524	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$2,691.63	STM 032524	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$131.84	STM 032524	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$295.76	STM 032524	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$165.82	STM 032524	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$651.41	STM 032524	FUEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$149.24	STM 032524	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$3,415.02	STM 032524	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$39.42	STM 032524	FUEL
E 001-001-520600		VEHICLE EXPENSES	\$14.87	STM 032524	FUEL
E 002-024-520600		VEHICLE EXPENSES	\$14.86	STM 032524	FUEL
E 004-043-520600		VEHICLE EXPENSES	\$14.84	STM 032524	FUEL
		Total	\$11,370.44		
37259	04/08/24	ROLLER-WEEKS, JULIE			
E 013-131-520270		TRAINING	\$117.25	STM 032924	TRAINING
		Total	\$117.25		
37260	04/08/24	ROSS, ANTHONY W.			
E 015-153-522860		ADULT SOFTBALL	\$140.00	STM 032624	ASB UMPRIE 5 GAMES @ \$28
		Total	\$140.00		
37261	04/08/24	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$3,250.00	STM 040124	APRIL 2024 CITY PROSECUTER
		Total	\$3,250.00		
37262	04/08/24	SALINA SUPPLY CO			
E 002-022-520665		METERS, RADIOS, PITS,	\$1,893.73	S100217333.	SHUT OFFS
E 002-022-520661		WATER LINE MAINTENA	\$118.22	S100259670.	DBL STRAP SERVICE SADDLE
E 002-022-520685		FIRE HYDRANTS & VALV	\$1,726.47	S100261100.	RESTRAIN PACK/SLEEVE
E 002-022-520661		WATER LINE MAINTENA	\$185.43	S100261299.	STRAP SERVICE SADDLE
E 015-157-520610		BUILDING MAINTENANC	\$36.23	S100261707.	CARTRIDGE FOR PUSH BAR DRINKING FOUNTAINS
		Total	\$3,960.08		
37263	04/08/24	SCHUERMANN ENTERPRISES, INC			
E 002-023-520620		EQUIPMENT REP & MAI	\$2,026.70	4445	INPUT/OUTPUT
		Total	\$2,026.70		
37264	04/08/24	SECURE SHRED OF N.C.K.			
E 001-001-520700		RENT-CONTRACTS-MAI	\$17.21	1197	MARCH 2024 SHREDDING

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Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-024-520700		RENT-CONTRACTS-MAI	\$17.21	1197	MARCH 2024 SHREDDING
E 004-043-520700		RENT-CONTRACTS-MAI	\$17.20	1197	MARCH 2024 SHREDDING
E 001-002-520700		RENT-CONTRACTS-MAI	\$51.63	1197	MARCH 2024 SHREDDING
		Total	\$103.25		
37265	04/08/24	SECURITY FIRST TITLE LLC			
E 001-011-520265		DEMOLITIONS/NUISANC	\$75.00	OE008727	DEMO/NUISANCE UPDATE 212 COTTAGE
E 001-011-520265		DEMOLITIONS/NUISANC	\$75.00	OE008736	DEMO/NUISANCE 1601 W 1ST UPDATE
		Total	\$150.00		
37266	04/08/24	SHILLING ASPHALT, INC			
E 001-004-520640		STREET REPAIRS	\$435.23	4777	COLD MIX ASPHALT
		Total	\$435.23		
37267	04/08/24	BOB SIMS			
E 004-042-520270		TRAINING	\$121.83	STM 031424	MILEAGE SRWA CONF
		Total	\$121.83		
37268	04/08/24	SMOKY HILL, LLC			
E 037-000-530230		STREET PROJECTS - C.I	\$228,794.37	APP #7	GENERAL CONSTRUCTION PROJ 019-10830
E 037-000-530230		STREET PROJECTS - C.I	\$286,757.03	APP #8	GENERAL CONSTUCTION 019-10830
		Total	\$515,551.40		
37269	04/08/24	TERESE BEAL-SUPERIOR ATHLETIC FIELD			
E 015-153-530331		FIELD IMPROVEMENTS	\$4,274.80	383	BALL FIELD IMPROVEMENTS
		Total	\$4,274.80		
37270	04/08/24	SUPERIOR SANITATION SERVICE			
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 040124	TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 040124	TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 040124	TRASH SERVICE @ CVB, RECYCLE & WWTP
		Total	\$260.00		
37271	04/08/24	TRANSUNION RISK & ALTERNATIVE			
E 001-002-520705		SOFTWARE SUBSCRIPT	\$121.00	6199432-202	MARCH 2024 BILLING
		Total	\$121.00		
37272	04/08/24	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$7,910.63	STM 032824	CID PROPERTY 6 LESS 2% ADMIN FEE - FEB 2024
		Total	\$7,910.63		
37273	04/08/24	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$182.75	STM 033124	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$329.18	STM 033124	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$535.68	STM 033124	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$335.12	STM 033124	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$114.56	STM 033124	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$258.28	STM 033124	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$41.37	STM 033124	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$41.50	STM 033124	UNIFORM SERVICE

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Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-521040		JANITOR SUPPLIES	\$101.24	STM 033124	UNIFORM SERVICE
		Total	\$1,939.68		
37274	04/08/24	VYVE BROADBAND			
E 004-042-520520		TELEPHONE / INTERNE	\$339.99	207-521223	WWTP FIBER
E 003-000-520520		TELEPHONE / INTERNE	\$250.00	208-521259	R. CENTER FIBER
E 002-023-520520		TELEPHONE / INTERNE	\$605.00	209-562368	WTP FIBER
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	EBS/VTS-CMS ADMIN/POLICE APRIL 20024
E 002-024-520520		TELEPHONE / INTERNE	\$51.60	301-541718	EBS/VTS-CMS ADMIN/POLICE APRIL 20024
E 004-043-520520		TELEPHONE / INTERNE	\$51.59	301-541718	EBS/VTS-CMS ADMIN/POLICE APRIL 20024
E 001-002-520520		TELEPHONE / INTERNE	\$154.80	301-541718	EBS/VTS-CMS ADMIN/POLICE APRIL 20024
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	INTERNET 13TH ST WATER TOWER FOR METERS
		Total	\$6,588.34		
37275	04/08/24	WILD BILL HICKOK RODEO			
E 015-151-520320		PRINTING & ADVERTISI	\$500.00	1032	2024 RODEO SPONSORHIPS ARENA FENCE SIGN
		Total	\$500.00		
37276	04/08/24	WILSON, AMANDA			
E 001-002-520270		TRAINING	\$147.40	STM 032924	MILEAGE KLETC
		Total	\$147.40		
37277	04/08/24	XEROX FINANCIAL SERVICES			
E 013-131-520700		RENT-CONTRACTS-MAI	\$230.02	5484645	COPY MACHINE
		Total	\$230.02		
37278	04/08/24	YOUNG, JACOB			
E 015-153-520780		REFUND EXPENSE	\$22.00	67109352	REFUND BALLFIELD PREP

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Batch: 040824PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Total			\$22.00		
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002000			\$1,044,040.10		
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Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$55,939.06
002 WATER FUND	\$339,514.00
003 RECYCLING FUND	\$1,346.39
004 SEWER FUND	\$37,374.51
005 AIRPORT FUND	\$4,574.39
013 TOURISM & CONVENTION FUND	\$2,344.32
014 SPECIAL STREET FUND	\$18,342.25
015 RECREATION COMMISSION	\$23,091.59
020 EQUIPMENT RESERVE FUND	\$18,147.00
028 EQUIPMENT RESERVE - WATER	\$8,750.00
037 SALES TAX STREET FUND	\$515,551.40
038 CID SALES TAX FUND	\$19,065.19
	\$1,044,040.10

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Batch: MANUALS032924

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37199	03/29/24	RIFFEL, KESA			
E 015-153-520780		REFUND EXPENSE	\$60.00	65979494	REFUND FOR RENTAL
		Total	\$60.00		
37200	03/29/24	USD 435 ABILENE			
E 001-001-520880		SISTER CITY BOARD	\$50.00	STM 032924	STICK 'EM UP
		Total	\$50.00		
		002000	\$110.00		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$50.00
015 RECREATION COMMISSION	\$60.00
	\$110.00

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Batch: MANUALCK040324

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
37279	04/03/24	WICHITA STATE UNIVERSITY			
	E 001-001-520260	SPECIAL PROJECTS	\$3,977.00	PPMC24105	ABILENE PRIORITIES FACILITATION
		Total	\$3,977.00		
		002000	\$3,977.00		

Fund Summary

002000 Astra Bank checking	
001 GENERAL FUND	\$3,977.00
	\$3,977.00

City of Abilene
Payroll Expenditures Report
3/29/2024 PR #7

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	108,075.05
051 & 501	OASDI - CITY/EMPLOYEE	\$	18,573.18
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,343.78
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	11,888.72
503	KPERS - CITY	\$	8,469.14
056, 057, 059	KPERS EMPLOYEE	\$	4,952.73
		\$	13,421.87
054	KPERS BUYBACK	\$	-
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	-
504	KPF - CITY	\$	14,033.63
061	KPF EMPLOYEE	\$	4,343.73
		\$	18,377.36
155	KPF GROUP LIFE- EMPLOYEE	\$	-
105	FTC EMPLOYEE	\$	736.00
540	FTC CITY	\$	400.00
219	KPERS 457 EMPLOYEE	\$	284.00
507	KPERS 457 CITY	\$	180.00
220	KPERS ROTH	\$	122.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,905.39
120	AFLAC After Tax D&L - EMPLOYEE	\$	-
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	-
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$	-
104	VSP VISION PLANS - EMPLOYEE	\$	-
140	HEALTH INSURANCE - EMPLOYEE	\$	-
510	HEALTH INSURANCE - CITY	\$	-
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	-
506	HEALTH SAVINGS ACCOUNT - CITY	\$	-
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	-
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	\$	-
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	-
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	183,924.60