



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
May 12, 2025 - 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 May 12, 2025, 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 April 28, 2025, 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.
7. Business Items

There are no business items.
8. Items for discussion
 - a. 1601 W. First St. – Nuisance Abatement Update – Travis Steerman, City Inspector
 - b. Consider approval of Resolution No. 051225-1, A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NO. 31, AND REPEALING ALL PRIOR DESIGNATIONS. – Shayla Mohr, City Clerk
9. Reports
 - a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the May 12, 2025, City Commission Meeting. The study session will begin no sooner than 4:30 pm.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
April 28, 2025, 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, City Clerk Mohr, 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, Recreation Supervisor Ediger, Recreation Program Supervisor Wilkins, Police Sergeant Reynolds, Street Maintenance Worker Sims, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the April 28, 2025, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Witt, 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 April 14, 2025, Regular Meeting

b. Library Board Appointments

- Rebecca Perkins - 4-year term, expiring April 2029
- Beatrice Brittan – 4-year term, expiring April 2029

- Lisa O'Day – filling an unexpired term, expiring April 2027

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the consent agenda as presented.

Commissioner Kollhoff questioned the accuracy of item 8b in the minutes and his presence at the time of the vote.

Motion by Mayor Rein, seconded by Commissioner Witt, that the City Commission approve a waiver of the attorney-client privilege with respect to the memorandum prepared by the City Attorney regarding the effect of Commissioner Kollhoff's abstention on Agenda Item 8.b at the April 14, 2025, City Commission meeting. Upon approval of this motion, the memorandum shall no longer be subject to the attorney-client privilege, and the City Attorney is authorized to publicly discuss and disclose its contents without restriction. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

City Attorney Martin shared the memorandum.

Factual Background:

On April 14, 2025, the Abilene City Commission meeting was called to order at 4:00 p.m., and began with a roll call. Mayor Rein, Commissioner Witt, and Commissioner Kollhoff were present. Commissioner Meyer and Commissioner Miller were absent.

At approximately 4:26 p.m., the City Commission took up item 8.b on the agenda, described as follows:

Consider approval of a funding option for the Industrial Park Infrastructure, CCLIP 2026 Project, and the Recreation Improvements in the amount of \$9,150,000. – Governing Body.

All present members of the Commission actively participated in discussion of the item.

At approximately, 4:57 p.m., Mayor Rein moved for "approval of option one for the Industrial Park Infrastructure, CCLIP 2026 Project, and the recreation Improvements in the amount of \$9,150,000.00." (57:00)1. Commissioner Witt seconded. (57:10).

At the time the motion was made and seconded, all three commissioners were seated at the dais. The following discussion then occurred:

- Mayor Rein (57:11): "The motion has been moved and seconded. Do we have any further commission discussion?"
- Commissioner Kollhoff (57:14): "I'll be leaving, I'm not present."
- Mayor Rein (57:17): "Commissioner Witt?"
- Commissioner Witt (57:18): "Yes."
- Mayor Rein (57:19): "Myself, yes."

- Mayor Rein (57:20): “Commissioner Kollhoff?”

At the time Mayor Rein commenced the vote, Commissioner Kollhoff had stood up from his chair at the dais. (57:17). At the time his name was called, approximately three seconds later, Commissioner Kollhoff was walking down the ramp adjacent to the dais. (57:20). Commissioner Kollhoff exited the meeting room without responding to the Mayor’s call for his vote. (57:20-22). He left personal items at the dais, which were retrieved later by another person during the study session. (1:26:10). He did not return to the meeting room.

Overview of Applicable Law:

Under the City’s Code of Procedure, a quorum of the City Commission consists of “a majority of the members-elect of the city commission,” and “the adoption or rejection of resolutions and other motions shall be by a majority of those present.” See Abilene City Code Sec. 1-110 (adopting the Code of Procedure for Kansas Cities, 4th Ed., 2017)); Code of Procedure, Sec. 1, 31. Accordingly, when a quorum is present, the vote of a majority of the commissioners present at the meeting is sufficient to approve a motion, unless otherwise provided by law.

“Kansas follows the common-law rule that a member of a public body who abstains from voting is counted as voting with the majority, or at least as acquiescing in its action, unless the common law has been modified by statutory law.” See *Haven v. Gregg*, 244 Kan. 117, Syl. 1 (1988); see also *Equity Investors, Inc. v. Ammest Group, Inc.*, 1 Kan.App.2d 276, 281 (1977) (acknowledging that, in Kansas, the common law rule governing abstainers applies equally to both municipal corporations and private corporations). In *Equity Investors, Inc.*, the Kansas Court of Appeals stated:

In *Smith v. State*, [64 Kan. 730, 733 (1902)], Kansas adopted the generally accepted principle that a member of a governing body who wishes to defeat a proposal must vote against it. There it was held that a resolution carried when four members of an eight-member council voted for it, while other members present abstained. The court quoted with approval from *Rushville Gas Company v. City of Rushville, et al.*, 121 Ind. 206, 23 N.E. 72, which had held that a resolution was validly passed by the affirmative vote of three members of a six-man council, with three abstainers:

‘The mere presence of inactive members does not impair the right of the majority of the quorum to proceed with the business of the body. If members present desire to defeat a measure they must vote against it, for inaction will not accomplish their purpose. Their silence is acquiescence rather than opposition. Their refusal to vote is, in effect, a declaration that they consent that the majority of the quorum may act for the body of which they are members.’

Equity Investors, Inc., 1 Kan.App.2d at 282 (citations omitted). The City of Abilene has codified this rule by adopting the Code of Procedures, which states that, on non-ordinance matters, such as the motion at issue on agenda item 8.b, “[a]n abstention shall be counted with the prevailing side.” Code of Procedures, Sec. 31.

The term “abstain” is defined as “[t]o choose not to vote for or against something, esp. in a formal parliamentary session.” Black’s Law Dictionary (12th ed. 2024). Kansas law and the City’s Code of Procedure

disallow passive non-participation in voting, and Commissioners have a duty to either affirmatively vote or provide a valid reason for abstaining. See *Haven v. Gregg*, 244 Kan. 117, 122 (1988) (explaining that “members have a duty to vote and should not be allowed to prevent government action by inaction”); see also Code of Procedure, Sec. 29 (“Members of the governing body have a duty to vote unless such member choosing to abstain has a conflict of interest . . .”).

Analysis:

All three commissioners participated in discussion of agenda item 8.b, which discussion lasted approximately 31 minutes. All commissioners were seated at the dais when the motion was made and seconded. Thus, there is no question that a quorum existed at the time the motion was made and seconded.

Immediately after the motion was made and seconded, Commissioner Kollhoff stated “I’m not present,” stood up, and began walking away from the dais. As Mayor Rein called for his vote, Commissioner Kollhoff was walking down the ramp adjacent to the dais. He did not respond to the call for his vote, thereby choosing not to vote on the motion, which meets the definition of “abstaining.” Although Commissioner Kollhoff did not declare that he was abstaining from the vote, he remained silent, which “is acquiescence rather than opposition.” See *Equity Investors, Inc.*, 1 Kan.App.2d at 282 (citations omitted). In addition, no conflict of interest or other justification for not voting was stated.

In a subsequent communication, Commissioner Kollhoff indicated that he did not intend to abstain, and he “departed before the vote was completely taken, and before [he] was called to vote. He further stated that it is disingenuous to suggest he abstained when he had declared he was no longer present and “rapidly departed the premises.”

Although Commissioner Kollhoff stated “I’m not present” after the motion was made and seconded – approximately three seconds before the vote began – this statement has no legal effect. A member’s presence, in this context, is determined by physical presence at the meeting, not by verbal disclaimers. See Black’s Law Dictionary (12th ed. 2024) (defining “presence” as “[c]lose physical proximity coupled with awareness”). At the time Commissioner Kollhoff was called upon to vote, he was physically present in the meeting room and aware that the Mayor was calling for his vote.

It would be an untenable result to conclude that a member of a governing body is not “present” for purposes of quorum or voting simply because he or she verbally disclaims his or her presence while still physically located in the meeting room and capable of participating in the discussion or voting process. Just as a city commission could not plausibly avoid application of the Kansas Open Meetings Act (KOMA) by having its members declare they are not present, or that no meeting is occurring, while continuing to deliberate in the same room, a commissioner cannot negate his or her legal presence and attendant duties by unilateral declaration while remaining within the physical confines of the meeting room during the vote, albeit in the process of “rapidly depart[ing].” K.S.A. 75-4317a (defining “meeting” as “any gathering or assembly in person or through the use of a telephone or any other medium for interactive communication by a majority of the membership of a public body or agency subject to this act for the purpose of discussing the business or affairs of the public body or agency.”). Commissioner Kollhoff’s physical presence in the meeting room, in close

proximity to the dais and within earshot of Mayor Rein, who called for his vote, results in a quorum being met for all aspects of agenda item 8.b, including discussion, motion, second, and the ultimate vote.

Conclusion:

Under Kansas common law and the City's Code of Procedure, a commissioner who is physically present at the meeting and chooses not to vote – without stating a valid reason – is deemed to have abstained and, by operation of law, is treated as voting with the majority. Commissioner Kollhoff's verbal disclaimer of presence, while still physically in the meeting room and within earshot of the Mayor's call for his vote, does not negate the legal obligation to vote or his role in establishing a quorum. Accordingly, the motion was validly adopted by a majority of the commissioners present at the meeting, including Commissioner Kollhoff's abstention-as-acquiescence.

Roll call vote for the original motion to approve the Consent Agenda as presented: Kollhoff NO, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 4-1.

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 Ordinance No. 25-3458, AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 9 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTIONS 1-903 AND 1-914 CONCERNING THE AIRPORT ADVISORY COMM AND THE SISTER CITY COMMITTEE FOR THE CITY OF ABILENE, KANSAS.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Ordinance No. 25-3458, AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 9 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTIONS 1-903 AND 1-914 CONCERNING THE AIRPORT ADVISORY COMM AND THE SISTER CITY COMMITTEE FOR THE CITY OF ABILENE, KANSAS. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

- b. Consider approval of the 2025 Local Street Maintenance Project recommendations.**

Motion by Commissioner Miller, seconded by Commissioner Witt, to approve the 2025 Local Street Maintenance Project recommendations. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Kollhoff YES. The motion carried 5-0.

8. Items for Discussion

a. OCCK Annual Update

Trell Grinter, OCCK, gave an update of the OCCK transportation services provided to Abilene citizens. They are requesting a city match of \$76,185.00 this year.

Commissioners Kollhoff and Miller asked for a detailed budget from OCCK.

9. Reports

a. City Manager's Report

- The Police Department offices will be closed on Friday, May 2 from 9 am to 2 pm for a memorial service.
- The Union Pacific Railroad crossing on Buckeye will be closed on Wednesday from approximately 7 am to 3 pm. A detour established by KDOT has been published.
- AT&T will be moving into the City of Abilene beginning Thursday, May 1, to begin the upgrade of their transmission line. They did not have an estimated length of time that the project would take to complete. They have been working east of town between Abilene and Chapman. Per their original plans, when they reach the east end of the city limits, the project will run on the south side of 14th St. west to Vine St. They, of course, will be crossing the busy 14th and Buckeye intersection and proceeding west across the frontage of both AHS and AMS. Once they reach Vine St., the project will continue west on 14th St./Old 40 within the Dickinson County Road maintenance area. At the radius where Van Buren St. joins 14th St., the project will continue to re-enter Abilene city limits going south on Van Buren until it reaches its destination at the AT&T junction building at the southeast corner near the railroad tracks.
- On Wednesday, May 7, schools across Kansas and the country will celebrate Bike to School Day. The celebration is designed to encourage students and families to bike to school in their communities. The Abilene Parks and Recreation office is sponsoring this event with volunteers from the City of Abilene,

Impact Sports & Fitness, and Kansas Safe Routes to School. If you would like to volunteer or participate and need more information, contact Kellee Timbrook at the Parks and Recreation office.

10. Executive Session

- a. Executive Session #1: Motion by Commissioner Witt, seconded by Commissioner Miller, to recess into executive session for five minutes to discuss a personnel matter involving the City Manager, pursuant to K.S.A. 75-4319(b)(1), for the purpose of discussing personnel matters of non-elected personnel. The regular meeting will resume in this room at 4:46 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

The regular meeting resumed at 4:48 pm. No action was taken during the executive session.

- b. Possible action to follow.

Motion by Mayor Rein, seconded by Commissioner Witt, that the City Commission authorize the City Clerk to submit a legal demand made against the City Manager to the City's insurance carrier for purposes of providing notice of the claim and invoking any and all applicable insurance coverages. Additionally, the City Manager, City Attorney, and City Clerk are authorized to take any further actions necessary to cooperate with the insurer's investigation or defense of the claim. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

- c. Executive Session #2: Motion by Commissioner Witt, seconded by Commissioner Miller, to recess into executive session for five minutes to discuss a personnel matter involving a department head, pursuant to K.S.A. 75-4319(b)(1), for the purpose of discussing personnel matters of non-elected personnel. The open meeting will resume in this room at 4:55 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

The regular meeting resumed at 4:56 pm. No action was taken during the executive session.

11. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the April 28, 2025, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the April 28, 2025, City Commission Meeting at 4:57 pm and move immediately to the Land Bank meeting. Roll call vote: Miller YES,

Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin after the City of Abilene Land Bank meeting,

City Commission Study Session

1. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:02 pm.

2. April 28, 2025, City Commission Study Session Agenda

- a. Ballfields Update
- b. Fireworks sale and discharge discussion
- c. RHID Discussion

3. Adjournment

- a. Consider a motion to adjourn the April 28, 2025, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the April 28, 2025, City Commission Meeting at 5:28 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, May 12, 2025

Session: Regular Meeting

Topic: Update - Resolution 021025-1, fixing a reasonable time for repair or removal of 1601 W 1st

Department: Community Development

Staff Contact: Travis Steerman

Background:

Resolution 081224-1 fixed a time and place to show cause why the structure should be condemned and ordered repaired or demolished. That public hearing was scheduled for Monday, September 23, 2024. A copy of that resolution was sent by certified mail to the owner, lienholder, and first-class letters to all property owners within 200 feet and was published in the Abilene Reflector Chronicle on August 15, 2024, and August 22, 2024.

The public hearing was held on Monday, September 23, 2024, at which time the City Commission passed unanimously to keep the public hearing open and resume it on December 9, 2024, allowing time for a new roof to be completed on the property.

The public hearing continued on Monday, December 9, 2025, at which time the City Commission passed unanimously to keep the public hearing open until Monday, February 10, 2025, with the expectation that all roof work should be completed by this date.

The public hearing continued on Monday, February 10, 2025, at which time the City Commission unanimously passed Resolution 021025-1, a resolution finding that the structure located at 1601 W 1st Street, Abilene, Kansas, is unsafe and dangerous and directing the structure to be repaired or removed and the premises made safe and secure by April 30, 2025. A copy of that resolution was sent by certified mail to the owner and lienholder, and was published in the Abilene Reflector Chronicle on February 13, 2025.

City Inspector Steerman inspected the site May 1, 2025, and documented photo evidence that the structure has been made safe and secure. The property shows evidence that the clean-up was not completed. It is staff's recommendation to address the issue through code violation, providing the property owner with 10 days to complete clean-up. If not completed, a nuisance abatement work order will be issued to Boyd Excavating, Inc.

Attachments:

Staff Report, including 2024-005 code case, 2023-026 code case, and pictures of dwelling.
Resolution 081224-1
Resolution 021025-1

Recommendation:

It is staff's recommendation to consider Resolution 021025-1 complete and for staff to proceed with issuing a code violation for remaining debris on the premise.

Fiscal Note:

The property owner will be billed for the cost incurred in pursuing Resolution 021025-1 at a total cost incurred of \$595.74. If not paid within 30 days, the city may pursue collection by levying a special assessment against the lot or parcel of land, for collection through the real estate tax collection process (K.S.A. 12-1755).

Funding Source:

Demolition nuisance abatement budget



TO: City Commission
FROM: Travis Steerman, City Inspector
SUBJ: 1601 W 1st
DATE: Originally prepared July, 22 2024, updated December 4, 2024, and updated February 5, 2025, and updated May 7, 2025

ISSUE:

Based on an exterior visual evaluation of the structure at 1601 W 1st (HIGHLAND ADDITION, S20, T13, R02, Block 5, Lot 1-8, Lots 27, 28, INC W 40' VAC Monroe ADJ, LESS R/W.), city inspection staff determined that the structure is dangerous and therefore uninhabitable.

BACKGROUND:

City staff conducted a visual inspection in July 2024 of the dwelling at 1601 W 1st 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.

- Shingle damage and holes through sheathing in roof both north and south roof slopes.
- Back porch roof damaged to danger of collapse
- Fascia and soffit damage in multiple areas.
- Accessory structure shingle damage and holes in sheathing through roof.
- Various small tree growth around the foundation of structure.

Additional Background:

The structure has been vacant prior to 2017. Since my position was hired the official caretaker has been Roger Seymour. Past code violations for this parcel include nuisance and weed violations and inoperable vehicle violations. In 2023 dangerous structure violations were sent to this address. Roger called March 31, 2023, to speak with me about property. Other than typical yard maintenance no work was witnessed on structure.

Early in 2024 another code case for dangerous structure was started for this property. Roger set up a time for a meeting at the property. I discussed that for the dangerous structure proceedings to stop both a building permit and a roof permit will need to be issued. After the meeting Roger took the necessary steps to get both a roof permit and a building permit. Permits (2024-103) were issued May 6, 2024, but no work commenced in 30 days. The roof permit expired August 4, 2024, with no work having commenced.

Resolution 081224-1 was passed on 8/12/2024 by City Commission with a public hearing scheduled for September 23, 2024.

On September 23, 2024, Roger Seymour presented a background of the property to the City Commission and asked to table the proceedings to allow for repairs to be done to the roof of the property. City Commissioners unanimously passed to keep the public hearing open and resume it on December 9, 2024, to allow time for a new roof to be completed.

On the morning of December 4, 2024, City Inspector Steerman visited the site and witnessed work equipment present and evidence of work started. Pictures are enclosed. That afternoon Inspector Steerman was in the area and witnessed Roger Seymour working and spoke with him. Per that conversation, Connie Seymour visited the Community Development office and applied for new permits 2024-355.

On the afternoon of February 4, 2025, City Inspector Steerman visited the site and witnessed work equipment present and evidence of continued progress, but not completion. Pictures are enclosed. It appears approximately 35% of the work is complete, as indicated here in red:



On the morning of May 1, 2025, City Inspector Steerman visited the site and witnessed evidence of completed work to the dwelling, but debris piles and equipment remaining. Pictures are enclosed.

Attachments:

2024-005 code case, 2023-026 code case, and pictures of dwelling. Resolution 081224-1
Resolution 021025-1

Recommendation:

It is staff's recommendation to consider Resolution 021025-1 complete and for staff to proceed with issuing a code violation for remaining debris on the premise.

Fiscal Note:

The property owner will be billed for the cost incurred in pursuing Resolution 021025-1 at a total cost incurred of \$595.74. If not paid within 30 days, the city may pursue collection by levying a special assessment against the lot or parcel of land, for collection through the real estate tax collection process (K.S.A. 12-1755).

Funding Source:

Demolition nuisance abatement budget

Photos taken 9/18/2024



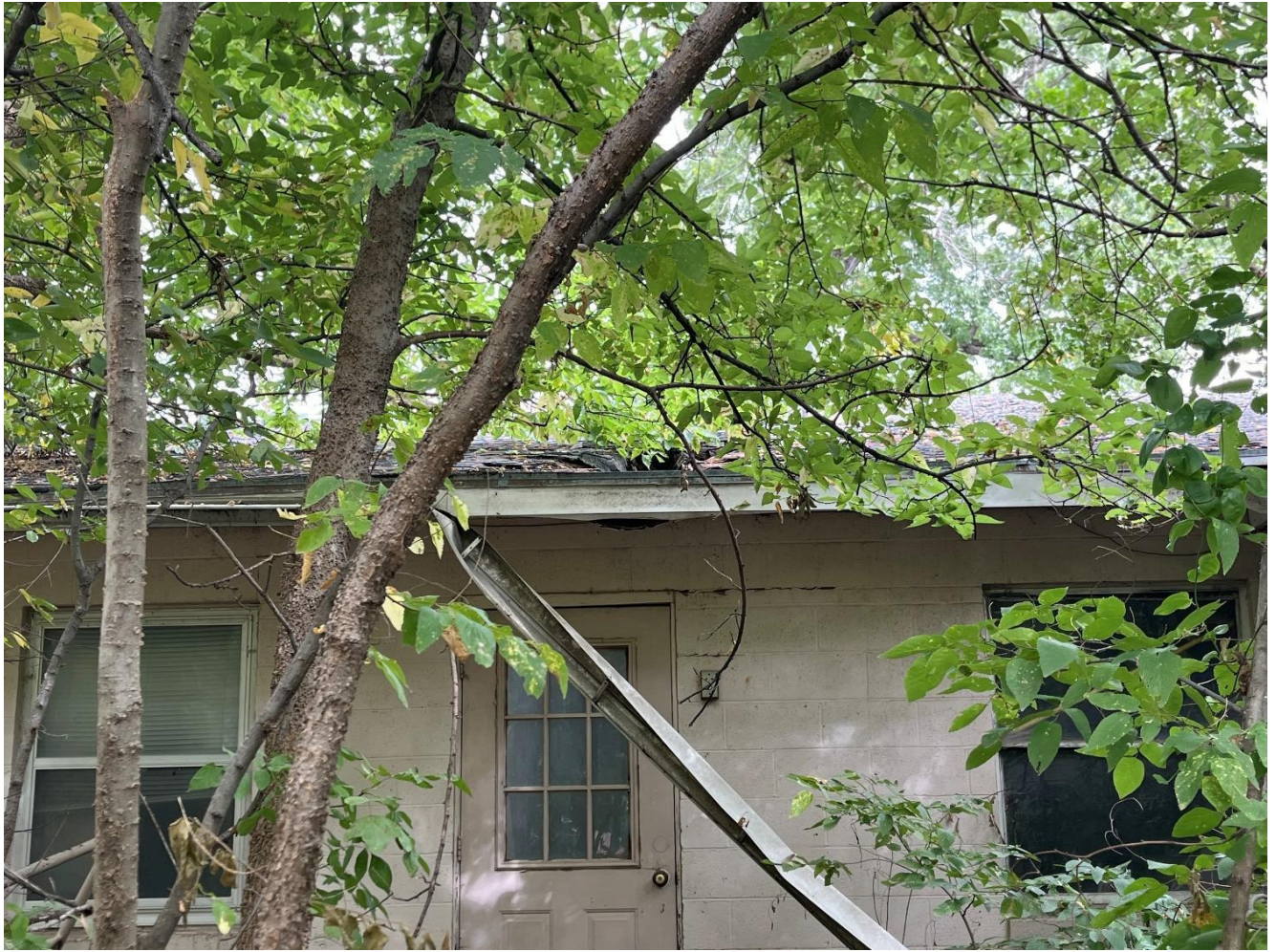
Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 9/18/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos taken 12/4/2024



Photos Taken 2/4/2025 (Back Side)





Photos Taken 2/4/2025 (Front Side)



Photos Taken 2/4/2025 (Front Side)



Photos Taken 2/4/2025 (Shed in Back)



Photos taken 5/1/2025



Photos taken 5/1/2025



Photos taken 5/1/2025



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

Postage

\$

Total Postage and Fees

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Sent To

Valley Center Holdings, LLC
Street and Apt. No., or PO Box No.

11021 A Legion Dr N Saint George
City, State, ZIP+4®
Park City, KS 666535

Postmark
Here

2862 5940 2000 0671 8102

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:

Valley Center Holdings, LLC
 11024 A Legion Dr N Saint George
 [REDACTED], KS 66535



9590 9402 7776 2152 9871 19

2. Article Number (Transfer from service label)

7018 1130 0002 0465 2987

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Carrie L.
 [Signature]

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

[Signature]
 Carrie L.

C. Date of Delivery

3/15/24

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
☐ Insured Mail

- ☐ Priority Mail Express®
☐ Registered Mail™
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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Insured Mail Restricted Delivery
 (over \$500)



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:	COMPLAINT ID #:	2024-005
VALLEY CENTER HOLDINGS, LLC	PROPERTY IN	1601 W 1st St
11024 A LEGION DR N SAINT GEORGE	VIOLATION:	Abilene, KS 67410--
Park City, KS 66535	PARCEL NUMBER:	021-114-20-0-20-04-006.00-0

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 structure located at 1601 W 1st 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 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

Vehicle(S) - Chapter 4, Section 503 (Unlawful Possession Of Inoperable Motor Vehicle.)

Except as provided in Sections 4-505, 4-506, and 4-507, it shall be unlawful for any person, partnership, corporation, or their agent either as owner, lessee, tenant or occupant of any lot or land within the city to possess, store or park, or permit to be possessed, stored, or parked thereon, an inoperable vehicle unless it is enclosed in a garage or other building.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***Any one of the following conditions shall raise the presumption that a vehicle is inoperable:(a) Absence of an effective registration plate upon such vehicle support. Remove or make operable red crane truck. Truck will need to be made operable and tagged according to city regulations. If you have questions, please call the city inspector.***

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:

A handwritten signature in black ink, appearing to read "Travis Steerman", written over a horizontal line.

**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 actions(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.

7020 2450 0001 0423 4507

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here MAR 29 2023
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Valley Center Holdings, LLC Street and Apt. No., or PO Box No. 2755 E 5th St City, State, ZIP+4® Park City, KS 67147	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X Tara Newlin ☒ Agent ☐ Addressee	
1. Article Addressed to: Valley Center Holdings, LLC 2755 E 5th St Park City, KS 67147		B. Received by (Printed Name) Tara Newlin	C. Date of Delivery 3-31-23
2. Article Number (Transfer from service label) 7020 2450 0001 0423 4507		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 ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2550

NOTICE OF LOCAL ORDINANCE VIOLATION

March 28, 2023

PROPERTY OWNER:
Valley Center Holdings, LLC
2755 E 5th St
Park City, KS 67147

COMPLAINT ID #: 2023-026
PROPERTY IN VIOLATION: 1601 W 1st St
Abilene, KS 67410--
PARCEL NUMBER: 021-114-20-0-20-04-006.00-0

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 structure located at 1601 W 1st 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 structure. If no plan is received the City of Abilene will proceed with dangerous structure proceedings.***

Vehicle(S) - Chapter 4, Section 503 (Unlawful Possession Of Inoperable Motor Vehicle.)

Except as provided in Sections 4-505, 4-506, and 4-507, it shall be unlawful for any person, partnership, corporation, or their agent either as owner, lessee, tenant or occupant of any lot or land within the city to possess, store or park, or permit to be possessed, stored, or parked thereon, an inoperable vehicle unless it is enclosed in a garage or other building.

REQUIRED CORRECTIVE ACTION: The property owner or agent of the property shall remedy the aforementioned violation(s) as follows: ***Any one of the following conditions shall raise the presumption that a vehicle is inoperable:(a) Absence of an effective registration plate upon such vehicle support. Remove or make operable red dump bed truck and red crane truck. Both trucks will need to be made operable and tagged according to city regulations. If you have questions please call the city inspector.***



**CITY OF ABILENE COMMUNITY
DEVELOPMENT DEPARTMENT**
P.O. Box 519 | Abilene, KS 67410 | 785-263-2550

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 04/07/2023 unless a hearing is required.

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

A handwritten signature in black ink, appearing to read "Travis Steerman", written over a horizontal line.

**Travis Steerman
City Inspector
785-263-2550**

RESOLUTION NUMBER 081224-1

A RESOLUTION FIXING A TIME AND PLACE TO APPEAR TO SHOW CAUSE WHY THE STRUCTURE AT 1601 W 1st ST. 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

1601 W. 1st

LEGAL DESCRIPTION

HIGHLAND ADDITION, S20, T13, R02, BLOCK 5, LOT 1 - 8, LOTS 27, 28, INC W 40' VAC MONROE ADJ, 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, September 23, 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 12th day of August, 2024.

The seal of the City of Abilene, Kansas, is circular. It features a central emblem with a torch and a plow, surrounded by the words "THE CITY OF ABILENE" and "KANSAS". Below the seal, the text "ATTEST" is visible. A signature in blue ink is written over the seal and the word "ATTEST".
Shayla L. Mohr, CMC
City Clerk

A blue ink signature of Brandon Rein is written over a horizontal line.
Brandon Rein, Mayor

RESOLUTION NO. 021025-1

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1601 W 1st ST., ABILENE, KANSAS IS UNSAFE AND DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the building inspector of the City of Abilene, Kansas filed with the Governing Body a statement in writing that the structure, hereinafter described, is unsafe and dangerous.

WHEREAS, the Governing Body did by resolution fix the time and place of a hearing at which any owner, any owner's agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and did duly publish and serve said resolution in the manner provided by law;

WHEREAS, on September 23, 2024, December 9, 2024, and February 10, 2025, the Governing Body heard all evidence submitted by the property owners, the owner's agents, lienholders of record and occupants having an interest in such structure, as applicable, as well as evidence submitted by the building inspector.

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

Section 1: The Governing Body finds that the structure at the property commonly known as 1601 W 1st St. Abilene, Kansas is unsafe and dangerous and that such conditions endanger the life, health, property or safety of the public or the occupants. The legal description of the subject property is as follows:

**Highland addition, S20, T13, R02, Block 5, Lot 18, Lots 27,28, Inc W 40'
VAC Monroe Adj, less R/W**

Section 2. The Governing Body further finds that the following conditions render the structure unsafe and dangerous:

1. Shingle damage and holes through sheathing in roof both north and south roof slopes.
2. Back porch roof damaged to danger of collapse
3. Fascia and soffit damage in multiple areas.
4. Accessory structure shingle damage and holes in sheathing through roof.
5. Various small tree growth around the foundation of structure.

Section 3: The owner is directed to repair or remove the structure, and to make the premises safe and secure (the "Work"). The Work shall be commenced by February 24, 2025,

and shall be diligently prosecuted so as to allow for substantial completion of all Work no later than April 30, 2025. For purposes of this Resolution, the owner shall be deemed to have commenced the Work only if the owner has: (1) caused application to be made to the City of Abilene for, and obtained, the required permit(s) for the Work; or (2) commenced the physical Work on the premises after providing the building inspector with satisfactory evidence that no permits are required for the proposed Work under applicable law.

Section 4: If the owner fails to commence the Work, or to diligently prosecute the Work until the Work is substantially completed, all within the times stated, the Governing Body will cause the structure to be repaired or razed and removed.

Section 5: The City Clerk shall publish this resolution one (1) time in the official city newspaper and shall mail, by certified mail, copies of the resolution to each owner, agent, lienholder of record and any occupant of the structure within three (3) days after its publication.

Adopted by the Governing Body of the City of Abilene, Kansas and signed by the Mayor this 10th day of February 2025.



ATTEST:

A handwritten signature in blue ink, reading "Shayla Mohr", is written over a horizontal line.

Shayla Mohr, CMC

City Clerk

CITY OF ABILENE, KANSAS

A handwritten signature in blue ink, reading "Brandon Rein", is written over a horizontal line.
Brandon Rein, Mayor



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, May 12, 2025

Session: Study Session

Topic: Designation of official City newspaper

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The Abilene Reflector Chronicle recently changed from printing paper copies of the newspaper five days a week to only printing paper copies on Tuesdays and Thursdays with online versions published each day. Because of this, we need to re-designate our official city newspaper to ensure publications are completed on a timely basis. Below are comments from City Attorney Martin regarding this change:

- K.S.A. 12-1651 is the statute that requires the City to designate an official city newspaper. Because the statute does not apply uniformly to all cities in the state of Kansas, the City can adopt a charter ordinance to exempt itself from the statute and provide for substitute or additional provisions on the same subject.
- The City passed Charter Ordinance No. 31 on February 24, 2025, and it was published in the newspaper on February 27 and March 6. The effective date of the Charter Ordinance was May 6, 2025 (61 days after the last publication.)
- The City now needs to pass a resolution designating the official city newspapers.

Recommendation: Approve Resolution No. 051225-1, A RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NO. 31, AND REPEALING ALL PRIOR DESIGNATIONS.

Fiscal Note:

The cost of publishing with the ARC is the same whether it is the printed version or online version. Publishing on the city website would be free so a savings would be seen if we publish on the City website.

RESOLUTION NUMBER 051225-1

A RESOLUTION DESIGNATING THE OFFICIAL CITY NEWSPAPERS OF THE CITY OF ABILENE, KANSAS, PURSUANT TO CHARTER ORDINANCE NUMBER 31, AND REPEALING ALL PRIOR DESIGNATIONS.

WHEREAS, the Governing Body of the City of Abilene, Kansas (“City”) enacted Charter Ordinance Number 31 effective May 6, 2025, exempting the City from the provisions of K.S.A. 12-1651 regarding the naming of an official city newspaper in which legal publications may be made, and providing substitute and additional provisions stating that the Governing Body shall designate from time to time by resolution one or more newspapers and/or websites as the official newspaper(s) of the City for publication of legal notices, advertisements or publications of any kind which may be required to be published in the official city newspaper by the laws of the State of Kansas or of the City; and

WHEREAS, the Governing Body wishes to designate the official city newspapers pursuant to Charter Ordinance Number 31.

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

Section 1. Findings. The Governing Body finds that the public interest is served by maximizing public access to published notices in the official city newspaper while minimizing the cost to the public for such access.

Section 2. Designation of official city newspapers. The Governing Body hereby designates each of the following as an official city newspaper:

- a) The City of Abilene, Kansas website (<https://www.abilenecityhall.com/>)
- b) The Abilene-Reflector Chronicle website (<https://www.abilene-rc.com/>)
- c) Abilene Reflector Chronicle newspaper

All documents and evidence of official City action, including ordinances, when required by Kansas statutes to be published in the official city newspaper shall be published in one of the foregoing official city newspapers.

Section 3. Designation of alternate source of publication. The Governing Body hereby designates Abilene Reflector Chronicle as the newspaper of publication for all required published notices other than those statutorily required to be published in the official city newspaper.

Section 4. Repealer. All prior designations of the official city newspaper are repealed.

Section 5. Effective date. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Governing Body and signed by the Mayor on this 12th day of May 2025.

Brandon Rein, Mayor

(SEAL)

ATTEST:

Shayla L. Mohr, CMC, City Clerk



ABILENE CITY COMMISSION – STUDY SESSION AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
May 12, 2025 – following the adjournment of the regular meeting

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

1. Call to Order – May 12, 2025, City Commission Study Session
2. May 12 City Commission Study Session Agenda
 - a. Fireworks Ordinance – Shayla Mohr, City Clerk
 - b. Mitigation Plan Resolution – Shayla Mohr, City Clerk
 - c. RHID-Heartland Housing Contract Discussion – Commissioner Kollhoff
 - d. Architect for Sports Complex Discussion – Commissioner Kollhoff
3. Consider a motion to adjourn the May 12, 2025, City Commission Study Session.

Future Meeting Reminders

- *City Commission Regular Meeting, Tuesday, May 27, 2025, at 4 pm.
- *City Commission Study Session, Tuesday, May 27, 2025 - following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Regular Meeting, June 9, 2025, at 4 pm.
- *City Commission Study Session, June 9, 2025 – 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, May 12, 2025

Session: Study Session

Topic: Extending Fireworks sale, possession and discharge

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

The current fireworks ordinance allows for the possession of fireworks from June 27th to July 4th each year, the sale of fireworks from June 30th to July 4th, and the discharge of fireworks from 8 am to 10 pm, July 1st through July 3rd and from 8:00 am to 12:00 am, midnight July 4th.

With the holiday falling on a Friday this year, we are proposing the extension of the sale, possession and discharge of fireworks through Saturday, July 5th.

The Commission can decide exact dates and for selling and dates & times for discharging of fireworks.

Surrounding cities/counties' sale and discharge dates:

Dickinson County – Sale - June 27-July 4, extended to July 5 if the 4th is a Thursday or Friday, Discharge – July 1-4, extended to July 5 if the 4th falls on a Thursday or Friday

Salina: Sale-June 27-July 4; discharge on July 3 and 4

Salina County: Sale and discharge-June 27 to July 5

Solomon – June 27 -July 4 – will probably extend to July 5 since DK is, discharge will either be July 1-5 or July 2-5

Chapman – Sale and discharge July 1-4, July 5 if the 4th falls on a Friday

Junction City – Sale and Discharge-July 1-4

Geary County – Sale and Discharge-July 1-4

Clay Center – Sale June 27 to July 5, discharge July 3-5

Wakefield – Sale June 28-July, discharge July 1-5

Clay County-no regulations, they let the cities decide

Responses from the fireworks vendors, as well as the resolution Dickinson County passed are attached.

Recommendation:

Give direction to city staff with exact dates for selling fireworks and exact dates and times that the discharging of fireworks will be allowed so an ordinance can be created for the 2025 fireworks season.

Fiscal Note:

None

Funding Source:

Celebrating Freedom, LLC-Frieze

They are OK leaving the sale dates as they are, they will sell on July 5 if they can.

They would like sales to start June 30 or July 1, no sooner.

They are opposed to starting to sell earlier, like July 27, and do not want to sell year-round.

They really want people to be able to shoot them on July 5 and July 6 would be nice too.

Re: fireworks sale dates

From Jamie Martin <jsmartin75@yahoo.com>
Date Thu 5/1/2025 4:11 PM
To Shayla Mohr <shayla@abilenecityhall.com>

Hi Shayla,

I'd prefer June 30th thru July 5th is possible, but either way is fine with me.

Jamie Martin
Sent from my iPhone

On May 1, 2025, at 1:01 PM, Shayla Mohr <shayla@abilenecityhall.com> wrote:

Good afternoon,

The City Commission is considering changing the dates of the sale of fireworks in Abilene because the holiday falls on a Friday.

I am reaching out to ask your preferences on dates for selling fireworks, start date and end date.

Currently, they can be sold from June 30th to July 4th. The Commission is considering extending the sales through July 5th and possibly changing the beginning date of sales to July 1st.

If you could please respond to the email and let me know as soon as possible I would appreciate it.

Please let me know if you have any questions.

Thanks,

Shayla L. Mohr, CMC
Human Resources Director/City Clerk
City of Abilene, Kansas
419 N. Broadway Street
Abilene, KS 67410
(785) 263-2550

shayla@abilenecityhall.com

<Outlook-City of Ab.png>

"Pursuant to K.S.A. 45-215 et seq., all records maintained by the City of Abilene, Kansas must be open for inspection by the public. This message and its contents are subject to public disclosure as are any responses to this message. State law provides for some exceptions to the Kansas Open Records Act (KORA), however, the exceptions are limited in scope and are not frequent in normal communications. If you have questions pertaining to the application of KORA to this message or its contents or have additional questions concerning KORA, please contact City Clerk Shayla Mohr at (785) 263-2550."



Outlook

Re: fireworks sale dates

From Ka-Boomer's Enterprises <kaboomersfireworks@yahoo.com>

Date Thu 5/1/2025 1:20 PM

To Shayla Mohr <shayla@abilenecityhall.com>

Hi Shayla,

Our preference would be to keep the dates as is. Although the 5th falls on a Saturday, typically people have spent the majority of there "fireworks budget" by the time the 5th comes around, or mainly people are just looking for "deals" on the 5th since the season is over.

Our company takes back all product that is not sold as we do not discount after the season, so it can be a headache for our manager constantly informing customers on the 5th that prices are as is, no discounts kind of thing.

We print our 8 page flier/advertisement that goes all over the area mid next week. Currently it states the stand opens June 30th. Please let me know as soon as possible if this changes as I would still have time to change our flier if needed to opening July 1st if that is the direction the city goes. I won't be able to change this date once it goes to print.

Appreciate the email, keep me posted.
Have a good day.

Dan Bunjer
Ka-Boomers, Inc.

Sent from Yahoo Mail for iPhone

On Thursday, May 1, 2025, 1:01 PM, Shayla Mohr <shayla@abilenecityhall.com> wrote:

Good afternoon,

The City Commission is considering changing the dates of the sale of fireworks in Abilene because the holiday falls on a Friday.

I am reaching out to ask your preferences on dates for selling fireworks, start date and end date.

Currently, they can be sold from June 30th to July 4th. The Commission is considering extending the sales through July 5th and possibly changing the beginning date of sales to July 1st.

If you could please respond to the email and let me know as soon as possible I would appreciate it.

Please let me know if you have any questions.

Thanks,

Shayla L. Mohr, CMC
Human Resources Director/City Clerk
City of Abilene, Kansas
419 N. Broadway Street
Abilene, KS 67410
(785) 263-2550

shayla@abilenecityhall.com



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Re: fireworks sale dates

From John Kready <kreadyfireworks@gmail.com>

Date Thu 5/1/2025 2:24 PM

To Shayla Mohr <shayla@abilenecityhall.com>

We are fine with the sales on the 5th. However we would like to keep it on the 30th as the start date. We have the counties around us who start selling on the 27th. That already gives them a few days in advance of Abilene. I believe Solomon also can sell them then. That puts us at a little bit of a disadvantage from the get go. It also gives the city sales tax for that day as well. If we are to stay a little competitive with the other counties on sales we need to keep it as the 30th. Thank you.

On Thu, May 1, 2025, 1:01 PM Shayla Mohr <shayla@abilenecityhall.com> wrote:

Good afternoon,

The City Commission is considering changing the dates of the sale of fireworks in Abilene because the holiday falls on a Friday.

I am reaching out to ask your preferences on dates for selling fireworks, start date and end date.

Currently, they can be sold from June 30th to July 4th. The Commission is considering extending the sales through July 5th and possibly changing the beginning date of sales to July 1st.

If you could please respond to the email and let me know as soon as possible I would appreciate it.

Please let me know if you have any questions.

Thanks,

Shayla L. Mohr, CMC
Human Resources Director/City Clerk
City of Abilene, Kansas
419 N. Broadway Street
Abilene, KS 67410
(785) 263-2550

shayla@abilenecityhall.com



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RE: fireworks sale dates

From Lynette White <lynette@wholesalefireworks.com>

Date Thu 5/1/2025 2:19 PM

To Shayla Mohr <shayla@abilenecityhall.com>

Based on the decades of experience in sales we would rather have the 30th – the 4th than the 1st – 5th.

From: Shayla Mohr <shayla@abilenecityhall.com>

Sent: Thursday, May 1, 2025 1:01 PM

Subject: fireworks sale dates

WARNING: This message originated from an outside source. DO NOT CLICK links or open attachments unless you trust the sender.

Good afternoon,

The City Commission is considering changing the dates of the sale of fireworks in Abilene because the holiday falls on a Friday.

I am reaching out to ask your preferences on dates for selling fireworks, start date and end date.

Currently, they can be sold from June 30th to July 4th. The Commission is considering extending the sales through July 5th and possibly changing the beginning date of sales to July 1st.

If you could please respond to the email and let me know as soon as possible I would appreciate it.

Please let me know if you have any questions.

Thanks,

Shayla L. Mohr, CMC

Human Resources Director/City Clerk

City of Abilene, Kansas

419 N. Broadway Street

Abilene, KS 67410

(785) 263-2550

shayla@abilenecityhall.com



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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
DICKINSON COUNTY, KANSAS**

RESOLUTION NO. 050125 a

**RESOLUTION RELATING TO THE USE, POSSESSION AND SALE OF
FIREWORKS IN DICKINSON COUNTY, KANSAS.**

WHEREAS, the Board of County Commissioners of Dickinson County, Kansas, have determined that the manufacture, storage, and sale of fireworks is a hazard and that the manufacture, storage, sale, and distribution of fireworks was prohibited pursuant to Resolution 071901.

BE IT RESOLVED by the Board of County Commissioners of Dickinson County, Kansas, that:

- a) **FIREWORKS DEFINED:** Fireworks are a contrivance of inflammable and explosive materials combined of various proportions to produce a visible and/or audible effect by combustion, explosion, deflagration or detonation, and/or the beautiful or amusing scenic effects, such as, but not limited to: firecrackers, roman candles, bottle rockets, etc., that make a loud noise or fiery display.
- b) It shall be unlawful for any person to sell or offer for sale, manufacture, or attempt to manufacture fireworks, as defined above, within Dickinson County, Kansas, except as hereinafter provided.
- c) It shall be unlawful for any person to use, ignite, or otherwise discharge fireworks within Dickinson County, Kansas or possess fireworks with the intent to use, ignite, or otherwise discharge the same within Dickinson County, Kansas, except as hereinafter provided.
- d) **SALE AND STORAGE OF FIREWORKS:** Consumer /Commercial fireworks may be sold and stored within Dickinson County, Kansas, pursuant to the following conditions:
 - (e-1) The sale of consumer fireworks, as defined in (paragraph a) above, shall be authorized only between the dates of June 27th thru July 4th, of each year between the hours of 8:00 a.m. and 10:00 p.m. cst daily. If July 4 falls on a Thursday or Friday, the sale of consumer fireworks will be allowed on July 5th.
 - (e-2) Any private, commercial, civic or other individuals or organizations desiring to sell, offer to sell, distribute, or store consumer fireworks must first obtain a Consumer/Commercial Fireworks Retail Sales Permit from the

Dickinson County Clerk that authorizes said group or individual to sell and/or distribute the fireworks within Dickinson County, Kansas, and comply with the following conditions:

(e-3) Any private, commercial, civic or other individuals or organizations desiring to sell, offer for sale, distribute, or store fireworks must first obtain a Zoning permit from the Dickinson County Zoning Administrator that authorizes said group or individual to store, sell or distribute the fireworks within Dickinson County, Kansas, and must fulfill the conditions set forth by that permit.

(e-4) No facilities used or intended to be used for the storage or sale of consumer fireworks shall be located within (50) fifty feet of the following: retail propane dispensing station, above ground storage tanks for flammable or combustible liquids, flammable gas, or motor vehicle fuel-dispensing station dispensers.

(e-5) Any facility used or intended to be used for the purpose of the storage or sale of consumer fireworks shall be equipped with fire extinguishers installed and located so that the maximum distance to travel required to reach any extinguisher from any point does not exceed thirty-five (35) feet.

(e-6) Smoking shall not be permitted inside or within fifty (50) feet of the exterior of any structure used or intended for the use or storage of any consumer fireworks. At least one sign that reads “**FIREWORKS – NO SMOKING**” in letters at least 2 inches high on a contrasting background and, shall be conspicuously posted at every entrance to the facility.

(e-7) When making an application for a Consumer/Commercial Fireworks Retail Sales Permit the applicant must also provide and include with said application the following: (1) an original certificate of general liability coverage in an amount not less than \$1,000,000.00 (one million dollars) in which Dickinson County is added as the “certificate Holder” to the insurance policy, (2) a copy of the applicants “Retailers Sales Tax Registration Certificate” issued by the Kansas Dept of Revenue.

(e-8) All fireworks stored within a facility permitted for the sale of fireworks that are not sold, shall be removed from the location by July 7th, of the year in which the permit was issued.

(e-9) Any authorized representative of Dickinson County Emergency Management, Dickinson County Planning and Zoning, the Dickinson County Sheriff's Department, or any Dickinson County Fire Department having jurisdiction over the location of the facility may periodically inspect any consumer fireworks facilities for compliance with applicable laws, permits, and standards. The authorized representative shall have the authority to

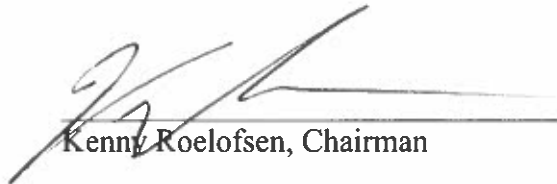
immediately close any consumer fireworks facility found to be operating in violation of this resolution, or in violation of any other license or permit required by law.

- e) Discharge period:
 - (e-1) Discharge of fireworks will be allowed only between July 1st and July 4th.
 - (e-2) In the event July 4th falls on a Thursday or Friday, discharge of fireworks will be extended to Saturday.
 - (e-3) Daily discharge hours are 8:00 am to 11:30 pm.
- f) No fireworks discharged shall be intentionally aimed, directed to, or be allowed to drift over or onto the adjoining property.
- g) Violation of this resolution shall be a Class B Misdemeanor.
- h) Any juvenile who violates this resolution shall be subject to the provisions of the Juvenile Code of the State of Kansas.
- i) If the Governor of the State of Kansas has issued a statewide burning ban or the Fire Chief for the department or district for which the facility is located has designated the area as restricted burning there shall be no sale or discharge of fireworks during the time frame specified in the resolution, ban, or order.

Dickinson County Resolution No. 032416 is hereby repealed.

BE IT RESOLVED THIS 1st DAY OF May 2025.

BOARD OF COUNTY COMMISSIONERS
DICKINSON COUNTY, KANSAS


Kenny Roelofsen, Chairman


Ron Roller, Commissioner


Lynn Peterson, Commissioner

ATTEST:

Jennifer Gaytan
County Clerk

Janell Jackson
County Administrator



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, May 12, 2025

Session: Study Session

Topic: All-Hazard Mitigation Plan

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

Dickinson County has developed a Regional Multi-Jurisdictional Hazard Mitigation Plan to better address potential natural hazards before they occur and to maintain eligibility for mitigation funding from the Federal Emergency Management Agency (FEMA). The plan was developed by a Hazard Mitigation Planning Committee (HMPC), with participation from county and city departments, and state and federal agencies.

The plan addresses a comprehensive list of hazards, such as tornadoes and flooding, and will assess the likely impacts of these hazards to communities in Dickinson County and North Central Kansas. It also sets goals and prioritizes projects to reduce the impacts of future disasters on people and property in the county.

If you want to see the mitigation plan, it can be found at <https://www.dkcoks.gov/All-Hazard-Mitigation-Plan>

Recommendation:

Adopt Resolution No. 052725-1, as the City of Abilene's official Kansas Homeland Security Region F Hazard Mitigation Plan

Fiscal Note:

None

Funding Source:

None

RESOLUTION 052725-I

A RESOLUTION ADOPTING THE KANSAS HOMELAND SECURITY REGION (F) HAZARD MITIGATION PLAN.

WHEREAS, the City of Abilene, Kansas recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS an adopted Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Abilene, Kansas fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

WHEREAS, the Kansas Division of Emergency Management and FEMA Region VII officials have reviewed the Kansas Homeland Security Region F Hazard Mitigation Plan, and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Abilene, Kansas desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Kansas Homeland Security Region (F) Hazard Mitigation Plan; and

WHEREAS adoption by the governing body for the City of Abilene, Kansas demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this plan; and

WHEREAS adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan.

NOW THEREFORE, be it resolved, that the City of Abilene, Kansas adopts the Kansas Homeland Security Region F Hazard Mitigation Plan as an official plan; and will submit this Adoption Resolution to the Kansas Division of Emergency Management to enable the plan’s final approval.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 27th day of May 2025.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk

HEARTLAND HOUSING PARTNERS, LLC
CONSULTING SERVICES AGREEMENT
ABILENE, KANSAS RHID PROJECT

This Consulting Services Agreement ("Agreement") is entered into as of the 28th day of February, 2022, by and between the City of Abilene, Kansas, a municipal corporation (hereinafter referred to as "Abilene" or "the City") and Heartland Housing Partners, LLC, a Kansas Limited Liability Company ("Heartland").

WHEREAS, Abilene desires to hire Heartland to provide consultation on the development of certain housing facilities described in the attached and incorporated **Exhibit A** (the "Development"); and

WHEREAS, Abilene wishes to enter into this separate Consulting Agreement with Heartland under the terms and conditions addressed below; and

NOW, THEREFORE, it is agreed as follows:

ARTICLE ONE: TERMS OF AGREEMENT

1.1 **Engagement.** During the term of this Agreement, Abilene hereby agrees to engage Heartland and Heartland hereby agrees to provide services to Abilene by providing consulting services to Abilene on various aspects of the Development at times and at the convenience of Heartland as is appropriate, and shall further be available for phone consultation at reasonable times and for reasonable periods of time to perform such services designated by Abilene. These services are as follows (the "Services"):

- a. Conceptualization and consultation regarding use of the RHID concept to assist with the feasibility of the Development, and utilization of RHID to assist with the debt burden of bonding issued during prior development;
- b. Assist City and City Attorney in determining statutory RHID eligibility and the approval process.
- c. Evaluate and reassess site plan and unit types for West project area. Assess site plan for East portion of the project. While changes are not expected, efficiencies may be gained by making changes.
- d. Assist with the creation of Covenants and Restrictions for project area
- e. Assist with creation of rules and regulations for builders to qualify to purchase lots
- f. Recruit builders/investors to construct new homes
 - i. Work with parties on contract execution
 - ii. Work with the City and City Attorney to create lot purchase agreements
 - iii. Builder contractual guarantees for lot purchase
- g. Work with City Staff to oversee upkeep schedule - performed by the Land Bank/City; assess current deferred maintenance; and advice regarding repair of items which have suffered from lack of upkeep at the site.
- h. Assist the City in attaining grant funds for future home construction, if

available— project-by-project basis.

1.2 Term. The force and effect of this Agreement shall be subject to satisfaction of the condition precedent of the Abilene City Commission's adoption, and the city clerk's publication, of an ordinance establishing a rural housing incentive district for the Development, pursuant to K.S.A. 12-5241, *et seq.* The date of publication of such ordinance shall be the effective date of this Agreement ("Effective Date"). Unless extended by mutual agreement of the parties, and following the Effective Date, the term of this Agreement will continue until the earlier of: (i) the date on which all lots have been sold and all payment obligations set forth herein have been satisfied; (ii) the expiration or earlier termination of the rural housing incentive district for the Development; or (iii) the termination of this Agreement in accordance with its terms.

1.3 Compensation. Abilene agrees to pay to Heartland for consulting services as listed on **Exhibit B**.

1.4 Home Starts. Heartland agrees that once the RHID is approved, an average of 5 new homes will be constructed annually in the Development, based on a prior 3-year rolling average. A written assessment of new homes being started shall take place on January 1st of every other year, and shall be evaluated on a prior 3-year rolling average ("Assessment"). For sake of clarity, on May 1, 2025, there shall be an Assessment performed to ensure that at least 15 houses have commenced construction from May 1, 2022-April 30, 2025. The parties acknowledge that the annual average number of new homes constructed will depend on market conditions. However, if any Assessment reveals that less than 5 new homes have commenced construction annually, on average ("Minimum Home Starts"), then Abilene shall have the right to terminate this Agreement upon at least thirty (30) days' prior written notice to Heartland, which notice must be provided within sixty (60) days after the applicable Assessment. This right to terminate shall be subject to the Right to Cure Home Starts, set forth below. If Abilene terminates this Agreement pursuant to this Section 1.4, Abilene shall remain obligated to pay Heartland a pro-rata portion of the total amount distributed to Abilene pursuant to K.S.A. 12-5250 that is attributable to the Development, in accordance with the formula described in Exhibit B attached hereto, from any funds received by Abilene that are attributable to homes for which commencement of construction occurred prior to termination of this Agreement.

1.5 Default; Remedies.

1.5.1 Default. If either party fails to comply with any term of this Agreement within thirty (30) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement ("Event of Default"). Upon written notice from the other Party specifying such claimed breach, the defaulting party shall proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy

such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may terminate this Agreement, terminate the defaulting or breaching Party's rights under this Agreement, and/or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds, or exercising any other right or remedy allowed by law. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. For purposes of this Section, 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. Notwithstanding any other provision in this Agreement, it is the parties' intent that Abilene's compensation obligations listed in Section 2 of Exhibit B shall survive termination of this Agreement; provided, however, that Abilene's obligation to pay Heartland compensation following termination of this Agreement shall be limited to a pro-rata portion of the total amount distributed to Abilene pursuant to K.S.A. 12-5250 that is attributable to the Development, in accordance with the formula described in Section 2 of Exhibit B, from any funds received by Abilene that are attributable to homes for which commencement of construction occurred prior to termination of this Agreement. For the sake of clarification, the post-termination compensation obligations of Abilene shall not require Abilene to pay compensation under Section 2 of Exhibit B for amounts distributable to Abilene pursuant to K.S.A. 12-5250 that are attributable to homes for which commencement of construction occurred after termination of this Agreement.

1.5.2 Right to Cure Home Starts. In the event of a breach of the Minimum Home Starts requirement under Section 1.4, Heartland shall have 1 year (365 days) to cure such default by causing the commencement of construction of a sufficient number of new homes to ensure that the Minimum Home Starts are met. If such Minimum Home Starts continue to not be met after this right to cure period, and such Minimum Home Starts are not waived by the Abilene, in writing, then Abilene shall have the right to terminate this Agreement without further notice. During this cure period, all compensation due pursuant to Exhibit B shall be reduced proportionately (i.e. if only 3 of the 5 housing starts were met, 60% of compensation is due pursuant to Exhibit B during the right to cure period). Notwithstanding the foregoing, Heartland shall not be deemed to have failed to cure the Minimum Home Starts requirement during the one-year right-to-cure period, if such failure arises because of an Excusable Delay. For purposes of this section, an "Excusable Delay" means any delay beyond the reasonable control of Heartland that is caused by damage or destruction by fire or other casualty, strike, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not

limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, or by any litigation interfering with or delaying the construction of all or any portion of the project, which in fact prevents Heartland from discharging its obligations. Heartland's right-to-cure period shall be extended by an amount of time equal to the duration of the circumstances causing the Excusable Delay, not to exceed an additional 1 year. The parties acknowledge and agree that general housing market conditions shall not serve as the basis for an Excusable Delay.

ARTICLE TWO: INDEPENDENT CONTRACTOR

- 2.1 Independent Contractor.** The parties intend that the relationship between them created by this Agreement is that of an independent contractor only. Neither Heartland nor its owner, Ross Vogel, shall be considered an agent or employee of Abilene for any purpose and Abilene is interested in the results obtained under this Agreement; the manner and means of performing the consulting services are subject to Heartland's sole discretion and control. Heartland shall be responsible for all federal, state, and local taxes. Provided that, the parties understand and agree that the purpose of this Consulting Agreement is to ensure Abilene is making progress with the Development; and that Heartland will spend as much time as required to achieve these goals.
- 2.2 Relationship.** Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose. Heartland hereby expressly acknowledges and agrees that: (a) it and each of its employees is an independent contractor and is not an employee of Abilene; and (b) neither this Agreement nor any action taken pursuant to this Agreement shall constitute or be evidence of any agreement or understanding, express or implied, that Heartland or any employee of Heartland is an employee of Abilene or has any rights as an employee of Abilene.
- 2.3 General Conduct of the Consultant.** The Consultant will comply with all applicable laws and regulations in the course of the Consultant's activities on the City's behalf. Consultant will refrain from performing any act or engaging in any course of conduct which has or may reasonably be expected to have the effect of demeaning the name or business reputation of the City or affects adversely or may reasonably be expected to affect adversely the City's best interests, economic or otherwise.
- 2.4 Other Work.** Heartland shall be permitted to engage in activities that are not inconsistent with Heartland's duties under this Agreement or that would not result in a breach by Heartland of its obligations hereunder, including activities in connection with personal investments, community affairs, consulting work for other companies and service on boards, where such service is not otherwise impermissible or does not constitute a conflict of interest. It is expressly understood that Heartland will be performing, and plans to perform in the future, similar Services to other companies or municipal entities during the time that Heartland is

under Agreement with City, and it is expressly agreed to by City that Heartland's performance of such services do not conflict with or violate the terms or intent of this Agreement.

ARTICLE THREE: LIMITATION OF LIABILITY AND INDEMNIFICATION

3.1 Limitation of Liability.

3.1.1 In no event shall Heartland, its employees or owners(s), be liable for any consequential, incidental, special or exemplary damages (including without limitation, damages for loss of profits, business interruption, loss of information or data, or other pecuniary loss) in connection with or arising out of the furnishing, performance, use of, or inability to use, the Services furnished or provided hereunder or otherwise arising out of this Agreement even if Heartland has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy provided herein. Subject to Heartland's indemnification obligations set forth in Section 3.2, in no event shall the aggregate or cumulative liability of Heartland, its employees or owner(s), whether in contract or tort or otherwise, exceed the amount of fees paid to Heartland hereunder.

3.1.2 **RELEASE OF LIABILITY.** HEARTLAND SHALL NOT BE LIABLE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) TO CITY, OR ANY RELATED ENTITIES, REGARDLESS OF TIER, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RESULTING FROM HEARTLAND'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR FROM HEARTLAND'S TERMINATION OR SUSPENSION OF THE DUTIES UNDER THIS AGREEMENT. SUBJECT TO HEARTLAND'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 3.2, HEARTLAND'S LIABILITY UNDER THIS AGREEMENT OR RELATED TO ACTIVITIES PERFORMED RELATED TO THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE FEE PAID BY ABILENE TO HEARTLAND UNDER THIS AGREEMENT.

3.2 Indemnification.

3.2.1 **Indemnification by Heartland.** Heartland agrees to defend, indemnify and hold harmless Abilene and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any intentional misconduct or fraud of Heartland and/or its

officers, members, employees, or agents. Provided, however, the foregoing indemnification shall not extend to Losses to the extent such Losses arise out of the negligent acts or omissions or intentional misconduct of Abilene or any of its employees or agents, or any default or breach of this Agreement by Abilene.

3.2.2 Indemnification by Abilene. Only in the manner and to the extent permitted under applicable law, including but not limited to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Abilene agrees to defend, indemnify and hold harmless Heartland, its members, officers, employees, agents, successors and assigns, against any Losses suffered by such parties arising out of or in connection with any negligent acts or omissions, or intentional misconduct or fraud, by Abilene and its officials, directors, officers, employees,, but only to the extent the aggregate of such Losses do not exceed applicable policy limits under Abilene's commercial general liability insurance policy.

3.2.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnatee") is indemnified by the other party ("Indemnitor") under this Section 3.2, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that the Indemnatee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice. In any event, Indemnitor and Indemnatee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnatee shall promptly (and in no event more than twenty (20) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

3.2.4 Survival. The obligations of the parties contained in this Section 3.2 shall survive the termination or expiration of this Agreement.

ARTICLE FOUR: MISCELLANEOUS PROVISIONS

4.1 Termination of Covenants In the event Abilene fails to make any payment when due to Heartland as called for in Article 1.3 of this Agreement, the obligations of Heartland shall immediately cease on the date falling twenty (20) days after Heartland has delivered notice to Abilene that Abilene is not in compliance with the terms of the Agreement and shall have demanded Abilene cease such non-compliance.

- 4.2 Waiver and Amendment** A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by both parties or the party waiving such provision.
- 4.3 Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.
- 4.4 Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 4.5 Rights Cumulative** No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.
- 4.6 Applicable Law and Consent to Jurisdiction** This agreement shall be construed and enforced in accordance with the laws of the State of Kansas. All actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, or related to this Agreement, shall be litigated only in Dickinson County, Kansas District Court.
- 4.7 Attorneys' Fees and Costs:** Each party to this Agreement shall bear all attorney's fees and costs arising from that party's own counsel in connection with this Agreement and the matters referred to herein, except as otherwise provided in this Agreement. In the event of a breach of this Agreement or any covenant or agreement herein, the prevailing party in litigation resulting from a breach shall be entitled to recovery of its costs and expenses, including reasonable attorney's fees, except as otherwise provided in the Agreement.
- 4.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas without regard to choice of law or conflict of law principles, and Kansas choice of law provisions will apply.
- 4.9 Mediation and Dispute Resolution:** Abilene and Heartland acknowledge that in the event of a dispute, both parties wish to avoid the expense of litigation, and that all claims, disputes and other matters in question between Abilene and Heartland arising out of or relating to this Agreement or the breach thereof, will be resolved in accordance with the provisions below. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. After written notice is provided, disputes will be resolved as follows:
- 5.9.1 Informal Meeting:** The parties first agree to each appoint a representative to meet informally in an attempt to resolve any dispute arising pursuant to this Agreement. If the representatives reach an agreement, then the dispute will be deemed to be resolved.
- 5.9.2 Formal Mediation:** If the parties cannot resolve the dispute by way of informal meeting, within fifteen (15) days of the informal meeting, each

party agrees to submit their dispute to non-binding mediation in an attempt to resolve their dispute. Each party will pay one-half of the costs of the mediator. The mediator shall be selected by agreement between the parties. If no agreement can be reached, the names of two professional mediators shall be submitted by each party, and the name of one of the four shall be selected by random selection, and the mediator so selected shall be used for the mediation process.

5.9.3 Litigation: If the parties cannot resolve the dispute by way of formal mediation, then the dispute shall be resolved by litigation.

4.10 Notices. Any notice, demand or other communication required or desired to be given hereunder shall be in writing and shall be effective if delivered to the address of record of the other party. Such address for either party may, from time-to-time, change following due notification of the other party of such change.

City of Abilene
ATTN: City Manager
P.O. Box 519
Abilene, KS 67410

Heartland to: Heartland HOUSING PARTNERS, LLC
c/o Ross Vogel
4851 Meadowbrook Parkway
Unit 149
Prairie Village, KS 66207

4.11 Counterparts This Agreement may be executed in counterparts which when taken together will constitute one instrument. Any copy of this Agreement with the original signatures of all parties appended will constitute an original.

4.12 General Interpretative Principles Unless the context otherwise requires, this Agreement shall not be construed in favor of or against any party hereto and, except as otherwise herein specifically provided, all of the words and phrases contained herein shall be given their usual and ordinary meanings.

4.13 Binding Effect This agreement shall be binding and conclusive upon and inure to the benefit of the respective parties hereto and their successors and permitted assigns.

4.14 Assignment Due to the unique qualifications and capabilities of Heartland, the responsibilities provided for under this Agreement shall not be assignable, either in whole or in part, without Abilene's prior written consent, which shall not be unreasonably withheld.

4.15 Severability; Reservation of Rights. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this

Agreement shall continue in full force and effect. A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

4.16 **Non-appropriation.** Abilene is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for Abilene, it is subject to annual appropriation by Abilene's governing body for future fiscal years. If the governing body does not appropriate the funds necessary to fulfill Abilene's financial obligations pursuant to this Agreement, Abilene shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

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EXHIBIT A
DESCRIPTION OF DEVELOPMENT

EXHIBIT B

Section 1. RHID Compensation – Unit Sale Payments

The City agrees to pay Heartland Five Thousand Dollars (\$5,000.00) after the issuance of a construction permit, or at the beginning of construction, whichever is sooner, for each Unit (as hereinafter defined) to be constructed within the Rural Housing Incentive District area, which is anticipated to include the Highlands East and West currently developed areas. For purposes of this Agreement, a Unit is comprised of one or more rooms in a residential building or residential portion of a building which are arranged, designed, used, or intended for use by one (1) family, and which includes cooking space and lawful sanitary facilities reserved for the occupants thereof. For the sake of clarification, a duplex shall be deemed two Units, a triplex shall be deemed three Units, and a fourplex shall be deemed four Units. Notwithstanding the foregoing, in no case shall Abilene be obligated to pay Heartland an amount that exceeds two-thirds (2/3rds) of the gross sale proceeds arising from Abilene's sale of the underlying lot(s) upon which any Unit(s) is/are to be constructed. By way of example, if Abilene sells two lots for a combined gross sales price of \$15,000.00, and a construction permit is issued for the construction of a triplex on such lots, Abilene shall only be obligated to pay Heartland \$10,000.00 pursuant to this section.

The lot sale payments are due within thirty (30) days of issuance of the construction permit or beginning of construction on a lot, whichever is sooner.

Section 2. RHID Compensation – Revenue Stream Payments

Upon the City's annual receipt of funds per K.S.A. 12-5250, Heartland shall be paid by the City, an amount equal to fifteen percent (15%) of the total amount distributed to the City that is attributable to the property included in the RHID.

For any calendar year in which the annual amounts distributed to the City exceed 113.33% of the total annual principal and interest payments due on the bonds issued related to the property included in the RHID, Heartland's payments shall be an amount equal to twenty five percent (25%) of the total amount distributed to the City for such calendar year.

The revenue stream payments are due within thirty (30) days of City's receipt of funds from the County or State.

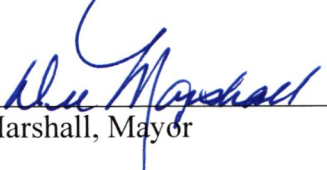
Section 3. Direct Funds/Grant from Other Sources:

Heartland will receive Fifteen (15%) percent of any direct grants or public incentives (other than those paid directly from City funds) received by the City, or lot owners, from any grant or public incentives related to the Development that Heartland assists the City with obtaining at the City's written request.

All payments shall be paid within thirty (30) days of the grant recipient receiving the grant funds.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

CITY OF ABILENE

By: 
Dee Marshall, Mayor

HEARTLAND HOUSING PARTNERS, LLC

By: 
Ross Vogel, Member

FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT

This First Amendment to Consulting Services Agreement ("Agreement") is entered into as of the 11th day of September, 2023, by and between the City of Abilene, Kansas, a municipal corporation (the "City") and Heartland Housing Partners, LLC, a Kansas Limited Liability Company ("Heartland").

A. The City and Heartland entered into a Consulting Services Agreement dated February 28, 2023 (the "Original Agreement"), setting forth the terms and conditions under which the City retained Heartland to provide consultation on the development of certain housing facilities within the subdivisions now known as Golden Belt Heights East and the Golden Belt Heights West, in the City of Abilene, Kansas (the "Development").

B. Golden Belt Heights West Multifamily, LLC has expressed an interest in developing a multi-family housing complex within a portion of the Development that is legally described as Lots 1 through 10, Block 3, of Golden Belt Heights West (the "Multi-Family Lots").

C. The parties wish to amend and supplement the Original Agreement to change the terms of Heartland's compensation with respect to the Multi-Family Lots.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Supplemental Exhibit B to Original Agreement.** The parties acknowledge and agree that the City's obligations to compensate Heartland for its consulting services under the Original Agreement are described in Exhibit "B" attached to the Original Agreement. Notwithstanding anything to the contrary contained in the Original Agreement, the parties acknowledge and agree that, solely with respect to the Multi-Family Lots, the City's compensation obligations to Heartland shall be as described in the Supplemental Exhibit "B" attached to this First Amendment. The terms and conditions of the Exhibit "B" attached to the Original Agreement shall otherwise remain in full force and effect with respect to all portions of the Development other than the Multi-Family Lots.

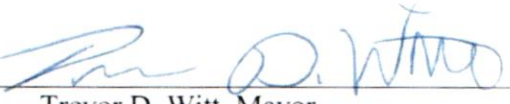
2. **No Other Changes; Conflict with Lease.** Except as otherwise stated in this First Amendment, the Original Agreement, as amended and supplemented herein, shall continue in full force and effect, and the Original Agreement is hereby ratified and confirmed. In the event of any conflict between the Original Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

3. **Amendments.** No amendment or modification of the terms of this First Amendment shall be valid unless made in writing and signed by the parties hereto.

4. **Counterparts; Facsimile Signatures.** This First Amendment may be executed by the parties in counterparts and by facsimile signatures. A facsimile signature shall be deemed an original and once executed, the respective parties shall be bound to the terms of this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

CITY OF ABILENE, KANSAS

By: 
Trevor D. Witt, Mayor

HEARTLAND HOUSING PARTNERS, LLC

By: 
Ross Vogel, Member

SUPPLEMENTAL EXHIBIT B

Section 1. RHID Compensation – Unit Sale Payments

The City agrees to pay Heartland Seven Thousand Five Hundred Dollars (\$7,500.00) after the issuance of a construction permit, or at the beginning of construction, whichever is sooner, for each Multi-Family Lot.

The lot sale payments are due within thirty (30) days of issuance of the construction permit or beginning of construction on the Multi-Family Lot, whichever is sooner.

Section 2. RHID Compensation – Revenue Stream Payments

The City shall not be obligated to pay Heartland any portion of the RHID funds attributable to the Multi-Family Lots that are received from the county treasurer pursuant to K.S.A. 12-5250.

Section 3. Direct Funds/Grant from Other Sources:

The City shall not be obligated to pay Heartland any portion of any direct grants or public incentives received by the City, or lot owners, from any grant or public incentives related to the Multi-Family Lots.

FOXTAIL STUDIOS LLC
510 Tom Smith Circle
Abilene, KS 67310

2025 April 03

Abilene Parks and Recreation Department
Kellee Timbrook, Parks & Recreation Director
1020 NW 8th St
Abilene, KS 67410

Dear Kellee and Sports Complex Task Force:

Thank you for the opportunity to provide consulting services for Abilene's new Multi-use Sports Complex. I greatly appreciate the care and consideration this committee is showing in creating a new generation of amenities for this community. As an architect with 8 years of professional experience, I intend to assist this committee in a pre-proposal phase where I am a resource to navigate the formalities and accept industry standards to streamline the request for proposal process with additional advisory capabilities in areas of site selection. This proposal includes a description of assumptions, scope of services, fee schedule, and listed general conditions for the committee's review and agreement.

It is also my responsibility to inform the committee of potential conflicts of interest. I have an offer to be a new employee of Hutton+Build, a design builder with the potential to submit proposals for this scope of the project. Due to this information, it would be best to have my role only up to the time of publicly issuing the official Request for Proposal to prevent a conflict of interest, which will be reflected in this proposal.

Respectfully submitted,



Kristyn Anderson, AIA
Foxtail Studios LLC
641-799-6733
kristyn@foxtailstudiosarch.com

Attachments:

Exhibit A Assumptions, Scope of Services and Fee
Exhibit B General Conditions

Assumptions, Scope + Fee

Exhibit A

GENERAL INFORMATION

Project Name: Multi-Use Sports Complex

Project Address: TBD | Abilene, KS 67410

DESCRIPTION OF PROJECT INTENT

Foxtail Studios will provide general consulting services through an advisory capacity and document(s) review to the Sport Complex Task Force and City Staff as required to formulate and complete a Request for Proposal for the Multi-use Sports Complex.

The program of the project includes six fields, lighting, dugouts, fencing, and other amenities of the complex.

The site location is to be determined through a review of data provided by client-hired consultants.

CONSULTANTS

The following client hired consultants are anticipated, but do not necessarily represent a comprehensive list:

Civil Engineering and Surveying consultant

Environmental remediation consultant

Foxtail Studios shall be entitled to rely on the accuracy and completeness of services and information provided by the Client and the Client's contractors/consultants.

DESIGN BUILDER | DESIGN + CONSTRUCTION

The owner will be responsible for the procurement and hiring of a qualified design team and contracting services aligned with the terms laid out in the formulated Request for Proposal addressed in this proposal. At the time of public proposal issuance, the services will be over.

SCOPE OF SERVICES | CONSULTING

Professional Consultation Services for the pre-proposal phase of the Multi-Use Sports Complex in Abilene, KS. Kristyn Anderson will attend task force meetings and meet with city staff as required at the proposed hourly rate. Reviews of documents produced by the committee will be completed with recommendations.

FEE AND SCHEDULE

Fees are proposed as an hourly rate and will be accrued as utilized by a quarter of an hour and billed on the 15th of each month.

RATE: \$120/Hour DURATION: 4-6 weeks
TOTAL PHASE ESTIMATE: \$2,400.00 (20 Hours)

Reimbursables are in addition to the base fee and are defined in the general conditions.

Acceptance

Sports Complex Task Force Representative



Signature

Ron Marsh, City Manager
Printed Name, Title

4/14/2025
Date

General Conditions

Exhibits B

REV 01
KA 2025.04.14

STANDARD OF CARE:

Foxtail Studios LLC shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Foxtail Studios shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

PAYMENTS:

Payments are due and payable upon receipt of Foxtail Studios' monthly invoice. Amounts unpaid 30 days after the invoice date shall bear interest from the date payment is due at the rate of 2% per month. In the event of a default on payment and the contract is terminated, the client will return and/or destroy all drawings and electronic data in its possession and have no further right to use the work created by the Architect for this Project.

OWNERSHIP OF DOCUMENTS:

All Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and related procurement documents developed for the project shall be the property of the City of Abilene. All other reports, drawings, specifications, and deliverables prepared by Foxtail Studios under this Agreement shall remain the property of

Foxtail Studios. However, upon full payment, the City shall have an irrevocable, non-exclusive, royalty-free license to use, reproduce, and modify such deliverables for any and all purposes related to the planning, construction, operation, maintenance, and future improvement of the Multi-Use Sports Complex. This license includes the right to share materials with third parties for those purposes. Foxtail Studios shall not be responsible for modifications made by others without its consent.

ELECTRONIC DATA:

The data contained in electronic files is made available for the convenience of the Owner, or Client, and their consultants and no representation is made warranting the accuracy of the information or compatibility across software platforms. The data contained in the electronic files does not constitute a contract document and it is the full responsibility of the user to verify and incorporate all revisions as part of the contract documents. By accepting this data, the user agrees to protect and indemnify Foxtail Studios for all causes and effects due to the use of this data.

TERMINATION OF SERVICES:

In the event of termination, suspension or abandonment of the Project by the Owner,

Foxtail Studios shall be compensated for services performed. The Owner's failure to make payments in accordance with this agreement shall be considered substantial nonperformance and sufficient cause for Foxtail Studios to suspend or terminate services. Either Foxtail Studios or the Owner may terminate this Agreement after giving no less than seven days' written. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of termination and all reimbursable expenses.

REIMBURSABLE EXPENSES:

Reimbursable expenses are in addition to Basic Compensation and include expenses incurred by the Architect and his subcontractors in the interest of the project. Reimbursable Expenses include expenses such as, but not limited to, transportation, project travel, out-of-town meals, rental vehicle, mileage, long-distance communication, fees paid for securing approval from regulatory authorities, postage, deliveries, renderings, and models. Expenses are billed as follows:

Substantial Completion Certificate = \$45.00

Mileage per IRS Standard Mileage Rate

Out of house expenses = Cost plus 5%

Hired Consultant = Cost plus 5%

In house printing 8.5x11 = \$.25

In house printing 11x17 = \$.50

Out-of-house printing/plots = Cost

General Conditions

Exhibits B

ADDITIONAL SERVICES:

At request of the Client, Foxtail Studios shall provide additional services not included for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in this Agreement.

AIA SERVICES:

Unless an AIA contract is executed between the Client and Foxtail Studios, full AIA services are not included within this proposal. Services will be provided as described in the Client/Foxtail executed agreement.

PRICING ESTIMATES:

Neither the Client or Foxtail Studios has control over the costs of labor, materials, equipment, over contractors' methods for determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, Foxtail Studios cannot and does not warrant or represent those bids or negotiated prices will not vary from any established budgetary constraints. The Client may perform its own cost analysis or retain its own cost consultant or contractor.

ASSIGNMENT OF CONTRACT:

Neither Foxtail Studios or the Client shall delegate, assign, or otherwise transfer his duties under this agreement without the written consent of the other.

ENVIRONMENTAL:

Foxtail Studios shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the project site.

LIMITATION ON DAMAGES:

Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Foxtail Studios LLC's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from ordinary negligence or breach of contract in connection with services provided by or through Foxtail Studios LLC under this Agreement shall not exceed the amount of fee earned under this Agreement. This limitation shall not apply to claims arising from gross negligence, willful misconduct, or fraud. This limitation of liability shall apply to all phases of services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

REV 01
KA 2025.04.14

Client Acceptance Initials.



City of Abilene, Kansas

Purchasing Policy

Revised

October 23, 2023

Resolution No. 102323-1

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PURCHASING POLICY

SECTION ONE: INTRODUCTION

The purpose of the Purchasing Policy is to provide a complete source of purchasing information to assist departments of the City in obtaining supplies, materials and services in an economical and timely manner. The City will use a decentralized purchasing system subject to the control of this Policy and, within that, at the discretion of the Department Director. In order to obtain maximum savings on those purchased items that are used frequently by all departments for normal office operations (office supplies, janitorial supplies, etc.), the departments will order such items in bulk.

SECTION TWO: OBJECTIVES

- To simplify, clarify and modernize the procedures governing purchasing by the City;
- To provide for public confidence in the procedures followed in City purchasing;
- To ensure the fair and equitable treatment of all persons who deal with the purchasing system of this City;
- To provide economy in City purchasing activities and to maximize the purchasing value of City funds;
- To foster effective competition;
- To provide safeguards for the maintenance of a purchasing system of quality and integrity; and
- To provide budgetary control and financial oversight of the procurement process.

SECTION THREE: PURCHASING

Written competitive bids or price quotations are required for the purchase of any capital item as specified in this Policy. All purchases, capital or operational, less than \$25,000 that are approved in the annual budget and where sufficient budgetary authority and capacity exists may be implemented by the City Manager without prior approval by the City Commission. The City Manager may report any purchases within this threshold to the City Commission at their discretion. All purchases greater than \$25,000 shall require prior approval by the City Commission. Department Directors remain responsible for compliance with the annual operating budget for their own department(s). The purchasing authority for various thresholds of purchases is set forth as follows:

SECTION 3-1:

All purchases under \$2,500 shall meet the following requirements:

1. A purchase order must be filled out, attached and signed by the Department Director, unless the purchase is made on an employee's purchasing card within the employee's authorized limit.
2. Be awarded by Department Director based on departmental procedures for such purchasing.

SECTION 3-2:

All purchases between \$2,500 and \$25,000, shall meet the following requirements:

1. A minimum of three (3) bids will be sought using the City's standard Request for Bid or Request for Purchase. The Request for Purchase may only be used for purchases of standard products or materials located by part number, manufacturer number or product number priced per unit and quotes may be obtained through online business accounts, email or phone call.
2. A purchase order must be filled out, attached to the invoice and signed by both the Department Director and City Manager;
3. Request for Purchase or Bid Tabulation shall be attached to the invoice for payment; and
4. Shall be awarded upon approval of the City Manager and/or City Commission as specified within this Policy.
5. If a minimum of three (3) bids cannot be secured, the city may choose to use alternative methods of securing additional bids.

SECTION 3-3:

All purchases in excess of \$25,000 shall be formally bid using the following requirements:

1. Notification shall be sent to vendors who have expressed an interest. The City shall also publish notifications at least once in the official newspaper and the City's website and social media platforms. The City Manager shall have the authority to designate other project-specific venues for publication of notification if required by the project (i.e., grant requirements) or the City Manager determines that such notification could be beneficial to the City.
2. Bids shall be submitted to the City Clerk and time-stamped by the City Clerk or other authorized employee.
3. Bids will be publicly opened, with a witness present, by the City Clerk or designee. A tabulation of the bids shall be available for public inspection. The City Engineer will be responsible for verifying the bid tabulation on all public infrastructure projects requiring engineering services.
4. The City Commission shall have the authority to reject all or parts of any bid, and to waive any irregularities or informalities, as long as such waiver does not provide a material and unfair advantage to a specific bidder.
5. The City Clerk shall not accept the bid of a contractor who is in default on the payment of monies due to the City or who is otherwise deemed ineligible by the City Commission,
6. Bids submitted after the bid deadline will not be opened or considered.
7. Construction contracts for capital improvements shall be approved by the City Commission prior to execution and issuance of a Notice to Proceed. The City Manager shall have the authority to administratively approve change orders the lesser of \$50,000 or 3% of the total contracted project costs provided that sufficient funds exist in the project funding sources and the change order does not change the scope of the project. The City Manager shall notify the City Commission of any exercise of this authority within three business days of the payment of the change order. The City Commission shall be required to approve all change orders greater than \$50,000 or 3% of the total contracted project costs. All change orders exceeding the contracted costs, project funding sources, or that change the project scope shall be approved by the City Commission prior to the expenditure of public funds.
8. The City shall require general contractors submitting bids for public projects to include as part of their bid any and all costs associated with subcontractors, outside vendors and/or consultants that will be included as part of the base bid or otherwise considered as part of the project. These costs shall be separated in line-item form at the time the bid is submitted to the City. The City shall have the ability to verify any and all line items submitted as part of the bid to ensure accuracy. General contractors not conforming to this provision shall be disqualified from the bid process and may be ineligible to participate in future bid solicitations of the City.
9. The applicable Department Director will advise all bidders of all bids received.

SECTION FOUR: PUBLIC WORKS BOND

Whenever the City enters into a contract in any sum exceeding \$100,000 with any person or persons for the purpose of making any public improvements, constructing any public building or making repairs on the same, the contracted party will provide a bond to the State of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements. (K.S.A. 60-1111)

SECTION FIVE: SOLE SOURCE PURCHASING

In an effort to demonstrate excellent stewardship of public funds, the procurement shall be conducted competitively to the maximum extent possible. Sole source purchasing shall require written justification to the City Manager from the Department Director and shall be approved prior to finalizing any purchase

transaction. The City Manager shall have the authority to request or investigate options that could facilitate competition on any proposed sole-source purchase. The City Manager may also require alternates to be included as part of the bidding process if it is determined that this would allow for more competition in certain public purchases.

Non-competitive negotiations can be used only when the following criteria are met: 1) the use of competitive negotiations is not feasible; 2) a public emergency has been declared by the City, State, or Federal government; or 3) when donor-designated funds require that a specific product, service or equipment be purchased. Negotiations are conducted with the selected company regarding the scope of work and price. Preparation and signing of a contract formalizing a scope of work and the terms of compensation shall be required prior to the transaction.

SECTION SIX: LOCAL PREFERENCE

Whenever the City of Abilene lets quotations or bids for goods or services, and the low quotation or bid is submitted by a vendor domiciled outside of Dickinson County, a vendor domiciled inside Dickinson County may be deemed the preferred vendor and awarded the purchase order or contract if all of the following conditions are met (domicile shall be defined as being physically located in Dickinson County; a post office box shall not qualify):

- a. The quality, suitability, and usability of the goods or services are equal to or exceed the requirements of the City and fully comply with the minimum quotation/bid specifications, and the vendor has the capability to adequately service the product.
- b. The amount of the quotation/bid of the vendor domiciled within Dickinson County is not more than five percent (5%) greater than the amount of the low quotation/bid.
- c. The quotation/bid does not pertain to: 1) new construction; 2) involve State or Federal funding; or 3) joint government purchases.

SECTION SEVEN: COOPERATIVE PURCHASING

When the City of Abilene does not have a local option for soliciting bids, the City Manager is authorized to allow departments to purchase services and equipment utilizing Sourcewell, The Purchasing Cooperative at Greenbush, or any other purchase cooperative approved by the City Commission, if the City Manager determines that the solicitation and procurement methods and processes used by the cooperative generally conform with or exceed the procurement method or process required by this purchasing policy.

SECTION EIGHT: COMPETITIVE NEGOTIATIONS

Competitive negotiations are initiated by publishing or soliciting a Request for Proposal (RFP) or using a Qualification Based Selection (QBS) process. The RFP is used when price is one of the factors in selection. QBS is used when qualifications are considered before consideration of price and is usually reserved for professional services. QBS is a simple and competitive procurement framework through which firms compete for work based on experience and technical expertise, rather than competing for the lowest cost bid. QBS evaluates a firm's experience, expertise, training, availability, and references. In both instances, the services to be procured are clearly defined, as are the criteria to be used in evaluation and selection. All vendors receiving an RFP or scope of service for QBS will be given a minimum of ten days from the date of request to submit responses.

For RFPs, selection is made on the basis of the most responsible proposal with price and other relevant criteria as stated in the Request for Proposal. Negotiations shall be conducted with respondents who submit proposals determined to have met the criteria specified in the RFP.

For QBS, a written scope of services will be sent to one or more professional firms to determine the best

solution to meet the city's professional needs. Fees may or may not be involved in the process. Interested respondents will submit a statement of qualifications and documentation supporting how they will satisfy the scope of services. Selection will be made by a committee comprised of a minimum of three city staff members as selected by the City Manager. The City Manager may invite other individuals with specific expertise to sit on the selection committee when appropriate.

In both processes, respondents shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. In no instance shall a respondent be assisted in bringing its proposal up to the level of any other proposal. Respondents shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

SECTION NINE: ENVIRONMENTAL CONSIDERATIONS

The City is committed to buying more environmentally sustainable goods and services as long as they meet the City's performance needs and are available within a reasonable period of time and at a reasonable and competitive cost. Nothing in this Policy shall require the City to select a vendor or contractor to procure products or services that do not meet specifications, exclude competition, or are not available at a reasonable price or in a reasonable period of time.

The City of Abilene recognizes that competition exists not only in cost, but also in the technical competency of suppliers, their ability to make timely deliveries, and in the quality and performance, including environmental sustainability, of their products and services. Balancing these sometimes-competing factors means that at times the City will may pay more for higher-performing goods and services, including those with superior environmental sustainability.

The City shall define "environmentally sustainable" goods and services as those goods and services that have a reduced negative effect on human health and the environment when compared with competing products and services serving the same purpose. This comparison considers all phases of the product or service's life cycle, including raw materials, acquisition, production, manufacturing, packaging, distribution, operation, maintenance, and disposal, including the potential for reuse or the ability to be recycled.

SECTION TEN: LIFE CYCLE COST ANALYSIS (LCCA)

Life Cycle Costing begins with the acquisition of the product or service and includes all the associated costs of ownership throughout the supply chain. This includes but is not limited to purchase price, shipping, maintenance and repair, longevity, and disposition costs at the end of life. The initial acquisition price is adjusted with additional cost streams expected to occur over the anticipated life of the product or service. These additional cost streams must be based upon reasonable assumptions. In some cases, cost streams may include negative costs or savings that are expected to result in a particular cost stream.

Life Cycle Cost analysis may be used for purchases of products or equipment under \$100,000, but shall be required of such items that exceed \$100,000 in value. There are a number of established LCCA industry standards for various products or equipment. These can be the basis of an LCCA, or departments may propose their own LCCA with appropriate justification. Award decisions will be as follows:

Invitation to Bid - using Life Cycle Cost methods, the award must be made to the responsible firm whose responsive offer provides the lowest overall cost of ownership in accordance with the Life Cycle Cost

evaluation factors listed in the solicitation document.

Request for Proposals - using Life Cycle Cost methods, the award must be made to the responsible firm whose responsive offer, after consideration of Life Cycle Cost factors as a part of the evaluation of all factors listed in the solicitation document, is determined to be the most advantageous or best proposal for the City.

SECTION ELEVEN: EMERGENCY PURCHASES

Should an emergency be declared by the City, State, or Federal government, any purchase necessary for the City to appropriately address such emergency shall be authorized by the City Manager or designee. All emergency purchases shall comply with all applicable laws for such situations. All purchases made during a declared state of emergency will be documented and tracked for reimbursement reporting purposes. Following the emergency, the City Manager shall provide a report summarizing all purchases made in response to the emergency to the City Commission. The report shall also provide an analysis of the impact on the City's budget.

SECTION TWELVE: PURCHASE CARDS

The City of Abilene has implemented a Purchase Card Program. The purchase cards will largely replace the practice of using open charge accounts at local vendors. In addition, the cards may be used for other approved purposes including out of town travel expenses. The program was implemented to limit the City's exposure to unauthorized charges, to streamline procedures when reconciling and paying statements, to provide information for staff to review purchases and to place responsibility on the department for obtaining appropriate documentation. Use of the cards is subject to the following conditions:

- Cards are to be used for authorized City purchases only. Any intentional use of the card for private or personal purchases is strictly prohibited. Any employees found to make personal purchases on city issued purchase cards will be required to reimburse the City for such use. Employees found in violation of any part of the Purchase Cards section may be subject to discipline pursuant to the City's Personnel Policy.
- Cards shall be issued to an individual City of Abilene employees at the discretion of the Department Director. The employee named on a purchasing card shall be responsible for any and all purchases made on the card. No other employee is authorized to make purchases using another employee's card. Unauthorized purchases will be the responsibility of the employee unless it is determined such purchases were made without the employee's knowledge and consent. Unauthorized purchases are to be immediately reported to the Finance Director for investigation.
- The City is exempt from sales tax pursuant to K.S.A. 79-3606(b). An employee named on a card shall be aware and knowledgeable of purchases that are eligible for such tax exemption. It is the responsibility of the cardholder to file a certificate of exemption for vendors where one is not already on file. If a named cardholder continually allows exempted sales tax to be charged, their purchase card privileges may be revoked.
- All transactions must have a detailed receipt with a description of the purchase. The city utilizes an online dashboard for employees to upload receipts and supporting documents. If used, this is the responsibility of the purchase cardholder and must be completed within five days of the purchase.
- Cards are to be forfeited and returned to the City upon resignation or termination of an employee. Department Directors shall promptly notify the Finance Director of a change in employment status requiring the closure of a credit card user account.
- Credit limits are established as below and will apply to all employees authorized for a purchasing card unless written approval of a change to a credit limit is provided by the City Manager. The following credit limits are established:
 - City Manager: \$5,000
 - Department Directors: \$5,000
 - Supervisors: \$2,500

- The City Manager or Finance Director may audit any purchasing card account at any time.
- Availability and use of the purchase card does not invalidate any other provision of this Purchase Policy.

SECTION THIRTEEN: SALES AND USE TAX

All departments, as agencies of the City of Abilene, are exempt from paying Kansas sales and use tax per K.S.A. 79-3606(b). Departments are responsible for obtaining the appropriate documentation or certifications for all purchases to ensure that the City is not charged sales or use tax. The Finance Director is responsible for renewing and distributing the new exemption certificate to the Department Directors.

Contractors who have been awarded a contract by the City will be required to purchase all materials using a sales tax certification issued by the City. This certification shall be required as part of the contract documents and will be maintained on file.

SECTION FOURTEEN: PURCHASES WITH DONOR-DESIGNATED FUNDS

If a Department receives a donation of funds, the funds shall be considered public funds. The funds will be used as designated by the donor as allowed by local ordinance and state law. Items purchased will be in compliance with existing policy, and consideration will be given to conformity with existing facilities or equipment.

SECTION FIFTEEN: SERVICE CONTRACTS

All service contracts with the City shall be for terms not exceeding five years, with a one-time option to renew at market prices if applicable.

SECTION SIXTEEN: CONFLICT OF INTEREST

The City will adhere to State statutes and guidelines for potential conflict of interest cases. All employees and elected officials are expected to conduct themselves in an ethical manner and avoid the perception of impropriety.

SECTION SEVENTEEN: USE OF CONFIDENTIAL INFORMATION

City officers, employees or agents shall not use confidential information for actual or anticipated personal gain.



Abilene, KS

Check Register

Packet: APPKT00425 - BILLS 050625

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1456	AIR AND FIRE SYSTEMS INC	05/06/2025	Regular	0.00	173.29	1701
19396	APAC, INC - SHEARS	05/06/2025	Regular	0.00	2,824.29	1702
1690	AQUIONICS INC	05/06/2025	Regular	0.00	81.25	1703
2014	BAYER CONSTRUCTION CO, INC	05/06/2025	Regular	0.00	536.93	1704
1000564	BIZ SWAG	05/06/2025	Regular	0.00	69.00	1705
2270	BOBCAT OF SALINA	05/06/2025	Regular	0.00	302.98	1706
2387	BRIAN'S PLUMBING, INC	05/06/2025	Regular	0.00	250.00	1707
1000699	CATLETT AUTOMOTIVE INC	05/06/2025	Regular	0.00	164.48	1708
VEN01161	CHARLES BARLOW	05/06/2025	Regular	0.00	129.18	1709
999889	CHENEY DOOR COMPANY, INC	05/06/2025	Regular	0.00	3,004.93	1710
1000192	CINTAS CORP NO. 2	05/06/2025	Regular	0.00	125.54	1711
3300	CLARK, MIZE & LINVILLE CHARTERED	05/06/2025	Regular	0.00	2,504.80	1712
VEN01155	COCHRAN, HANNAH MARIE	05/06/2025	Regular	0.00	240.00	1713
3441	COOPER, KELLY	05/06/2025	Regular	0.00	2,700.00	1714
8145	CORE & MAIN LP	05/06/2025	Regular	0.00	62.53	1715
16120	CRAFCO, INC	05/06/2025	Regular	0.00	705.00	1716
1001078	DELL MARKETING L.P.	05/06/2025	Regular	0.00	1,137.31	1717
4130	DENNY'S PLUMBING & HEATING	05/06/2025	Regular	0.00	277.28	1718
4320	DK CTY SHERIFF	05/06/2025	Regular	0.00	540.00	1719
4370	DON'S TIRE & SUPPLY	05/06/2025	Regular	0.00	850.00	1720
1000720	DOWNTOWN DANCE LLC	05/06/2025	Regular	0.00	864.00	1721
VEN01163	DRIVER DQ INC	05/06/2025	Regular	0.00	820.10	1722
23159	EVERGY	05/06/2025	Regular	0.00	46,258.52	1723
6090	FASTENAL COMPANY	05/06/2025	Regular	0.00	1.13	1724
VEN01099	FEDERICO CONSULTING INC	05/06/2025	Regular	0.00	2,000.00	1725
6138	FELD FIRE	05/06/2025	Regular	0.00	88.69	1726
1000801	GODFREYS INDOOR SHOOTING	05/06/2025	Regular	0.00	1,656.71	1727
1000912	GUFFEY PROPERTIES, LLC	05/06/2025	Regular	0.00	2,405.57	1728
1000761	HATTER, ANNA	05/06/2025	Regular	0.00	151.20	1729
1001009	HERINGTON REC	05/06/2025	Regular	0.00	1,275.00	1730
8400	HOLM AUTOMOTIVE CENTER	05/06/2025	Regular	0.00	341.75	1731
2383	HOMMAN ELECTRONICS	05/06/2025	Regular	0.00	102.00	1732
999718	HUTCHINSON COMMUNITY COLLEGE	05/06/2025	Regular	0.00	2,965.00	1733
9069	IMAGE QUEST	05/06/2025	Regular	0.00	391.08	1734
999650	KANSAS GAS SERVICE	05/06/2025	Regular	0.00	3,203.68	1735
11223	KANSAS ONE-CALL SYSTEM, INC	05/06/2025	Regular	0.00	180.88	1736
19770	KS TREASURER	05/06/2025	Regular	0.00	961.39	1737
12120	LEAGUE KS MUNICIPALITIES	05/06/2025	Regular	0.00	228.00	1738
1001045	LEGACY KANSAS, LLC	05/06/2025	Regular	0.00	122.57	1739
23110	LUMBER HOUSE TRUE VALUE	05/06/2025	Regular	0.00	625.47	1740
16111	MAHASKA	05/06/2025	Regular	0.00	748.16	1741
VEN01156	MEEKS, JEREMY JACKSON	05/06/2025	Regular	0.00	500.00	1742
1000711	MERIDIAN MEDIA LLC	05/06/2025	Regular	0.00	110.00	1743
1000277	MICHELLE WRIGHT	05/06/2025	Regular	0.00	7,995.36	1744
1000545	NARAYAN, INC	05/06/2025	Regular	0.00	2,506.32	1745
VEN01162	NATHAN COLE	05/06/2025	Regular	0.00	136.96	1746
999750	NEX-TECH	05/06/2025	Regular	0.00	284.95	1747
14860	OLSSON	05/06/2025	Regular	0.00	5,418.50	1748
16021	PACE ANALYTICAL SERVICES	05/06/2025	Regular	0.00	879.60	1749
16195	PIONEER FARM INC	05/06/2025	Regular	0.00	216.87	1750
3545	PRAIRIELAND PARTNERS, LLC	05/06/2025	Regular	0.00	183.52	1751
4394	PVS DX, INC	05/06/2025	Regular	0.00	2,224.00	1752
18017	R E PEDROTTI CO, INC	05/06/2025	Regular	0.00	702.60	1753
1000772	RESCUE SPECIALISTS LLC	05/06/2025	Regular	0.00	2,400.00	1754

Check Register

Packet: APPKT00425-BILLS 050625

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
999690	RHV DO IT BEST HARDWARE	05/06/2025	Regular	0.00	93.04	1755
18320	ROBSON OIL CO, INC	05/06/2025	Regular	0.00	9,436.16	1756
1000864	ROSS, ANTHONY W.	05/06/2025	Regular	0.00	308.00	1757
999974	RYAN & MULLIN, PA	05/06/2025	Regular	0.00	3,250.00	1758
1000766	SALINA SEPTIC SYSTEMS, LLC	05/06/2025	Regular	0.00	250.00	1759
19180	SALINA SUPPLY CO	05/06/2025	Regular	0.00	93.21	1760
999901	SECURE SHRED OF N.C.K.	05/06/2025	Regular	0.00	103.25	1761
1000824	SUBSURFACE SOLUTIONS	05/06/2025	Regular	0.00	1,212.00	1762
19892	SUPERIOR SANITATION SERVICE	05/06/2025	Regular	0.00	370.00	1763
1000958	TBS ELECTRONICS, INC	05/06/2025	Regular	0.00	74.00	1764
999925	THE WHITE CORPORATION, INC	05/06/2025	Regular	0.00	169.00	1765
13130	TIMBROOK, KELLE	05/06/2025	Regular	0.00	106.40	1766
1000203	TRIPLETT, INC	05/06/2025	Regular	0.00	11,329.40	1767
1000371	TYLER TECHNOLOGIES, INC	05/06/2025	Regular	0.00	6,000.00	1768
23210	UNIFIRST CORPORATION	05/06/2025	Regular	0.00	2,077.69	1769
1000364	USD 435 ABILENE	05/06/2025	Regular	0.00	1,486.80	1770
22020	VAN DIEST CHEMICAL CO	05/06/2025	Regular	0.00	613.00	1771
22021	VISA - UMB PUBLIC WORKS	05/06/2025	Regular	0.00	7,821.97	1772
5046	VYVE BROADBAND	05/06/2025	Regular	0.00	5,112.30	1773
1000865	WALLS, JERRY	05/06/2025	Regular	0.00	196.00	1774

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	115	74	0.00	155,730.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	115	74	0.00	155,730.59

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	5/2025	155,730.59
			155,730.59



Packet: PYPKT00160 - 05/09/2025 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 04/20/2025 - 05/03/2025

Total Direct Deposits: 111,639.82
Total Check Amounts: 0.00

Males Paid: 69
Females Paid: 27
Unknown Paid: 0
Total Employees: 96

EARNINGS

Pay Code	Units	Pay Amount
AUTO ALLOW	0.00	138.47
CALL OUT	142.00	2,956.89
CALL OUT VOLUNTEER	27.00	810.00
CELL ALLOWANCE	0.00	253.84
COMP TIME USED	112.75	2,441.02
FITNESS ALLOW	0.00	7.50
FLOATING HL	8.00	197.20
Funeral Leave	24.00	604.24
HOURLY	3,932.00	98,506.42
NIGHT SHIFT	253.50	7,272.63
NIGHT SHIFT OT	91.00	3,749.21
OT	57.75	2,608.54
PART-TIME	331.50	5,170.69
PO VAC NO KPERS	103.34	4,582.25
SALARY	597.00	30,757.56
SICK LEAVE	154.00	3,179.85
VACATION LEAVE	183.50	4,210.57
Total:	6,017.34	167,446.88

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	4.00	0.00
COMP EARNED 1.5	31.14	0.00
FTC 457	0.00	340.00
IMPACT SPORTS	0.00	172.50
Total:	35.14	512.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	145,386.37	12,535.84	0.00
MEDICARE	156,826.84	2,274.05	2,274.05
SOCIAL SECURITY	156,826.84	9,723.28	9,723.28
STATE TAXES	155,496.84	7,280.75	0.00
UNEMPLOYMENT	167,446.88	0.00	167.47
Total:		31,813.92	12,164.80

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	690.50	0.00
AFLAC-AFTER TAX	0.00	314.86	0.00
CHILD SUPPORT	0.00	392.25	0.00
DENTAL INSURANCE	0.00	17.54	52.60
EMPOWER KPERS 457 PT	0.00	296.00	120.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FLEX SPEND MEDICAL	0.00	1,622.50	0.00
FTC 457	0.00	694.00	340.00
GARNISHMENT	0.00	100.00	0.00
HEALTH INS	0.00	8,231.51	24,694.03
HEALTH SAVINGS ACCT	0.00	210.00	100.00
IMPACT SPORTS	0.00	243.70	157.50
KP&F	66,575.39	4,760.14	16,424.16
KP&F OGLI	0.00	120.20	0.00
KPERS OGLI	0.00	221.20	0.00
KPERS TIER 1	36,005.44	2,160.32	3,856.19
KPERS TIER 2	13,429.63	805.76	1,438.32
KPERS TIER 3	39,737.49	2,384.25	4,255.87
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
VISION CARE DIRECT	0.00	308.46	0.00
VISION SERVICE PLUS	0.00	52.03	0.00
Total:		23,993.14	51,538.67

RECAP 01 - Abilene, KS

Earnings:	167,446.88	Benefits:	512.50	Deductions:	23,993.14	Taxes:	31,813.92	Net Pay:	111,639.82
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