



**ABILENE CITY COMMISSION
REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
APRIL 13, 2026 - 4:00 PM**

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT

www.abilenecityhall.com/watchlive

- 1. Call to Order - April 13, 2026, City Commission Meeting**
- 2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg**
- 3. Pledge of Allegiance**
- 4. Approval of the Agenda for the April 13, 2026, City Commission Meeting**

5. Consent Agenda

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

- a. Meeting Minutes for March 23, 2026, Regular Meeting
- b. Meeting Minutes for the April 8, 2026, Special Meeting
- c. Appropriation Ordinance
- d. AP Payment Register
- e. 1st Quarter 2026 Treasurer's Report
- f. 1st Quarter 2026 Investment Report

6. Public Comments and Communications

- a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
- b. Recognition of Kevin Clark for receiving the Kansas Rural Water Association Wastewater Operations Specialist of the Year Award.
- c. Arbor Day Proclamation

7. Unfinished Business

- a. Consider Approval of Ordinance 26-3477, An Ordinance Establishing Section 1-505 of City Code Pertaining to Standards and Specifications for Public Improvement and Infrastructure within the City of Abilene. - Interim City Manager Quinday
- b. Consider Approval of Ordinance 26-3478, an Ordinance Amending Existing Section 7-507 of the City Code of the City of Abilene Pertaining to Sewer Rates; and Repealing Existing Section 7-507. - Interim City Manager Quinday

8. New Business

- a. Consider Approval of Resolution 041326-1, A Resolution Establishing a Risk Management Reserve Fund for the City of Abilene, Kansas, in Accordance with K.S.A. 12-2615. - Interim City Manager Quinday
- b. Consider Approval of Ordinance 26-3479 Establishing Section 1-1409 of the Abilene City Code to Establish an Employee Benefits Contribution Fund for the City of Abilene, Kansas, in accordance with K.S.A. 12-16,102. - Interim City Manager Quinday
- c. Consider Approval of a Memorandum of Understanding with Abilene USD 435 for Shared Facility Use - Interim City Manager Quinday
- d. Consider approval of a bid from Shilling Construction Co., Inc. for a 2" Mill and Overlay of Cedar Street from NW 5th Street to NW 14th Street in the amount of \$211,160.60. - Public Works Director Anderson
- e. Consider approval of a contract with Invoice Cloud, Inc. for an electronic bill presentment and online payment system. - Finance Director Briand
- f. Review and Discussion of a Memorandum of Understanding with Dickinson County for Emergency Sheltering at Sterl Hall - Interim City Manager Quinday
- g. Review and Discussion of Existing Fairgrounds Agreement and Proposed Facility Management Agreement with CKFFA. - Interim City Manager Quinday
- h. 2027 City Commission Budget Goals - Finance Director Briand and Interim City Manager Quinday

9. Department Reports

- a. Special Alcohol & Drug Fund / KS Fights Addiction Fund 2026 Distribution

10. Executive Session - Attorney/Client Privilege

- a. I move the city commission recess into executive session for ____ minutes to discuss with legal counsel the terms and conditions of a proposed city manager employment agreement, based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2). The open meeting will resume in this room at _____ p.m.
- b. Potential public action to follow in relation to City Manager Employment Agreement.

11. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the April 13, 2026, City Commission Meeting

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk



**ABILENE CITY COMMISSION MEETING MINUTES
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
MARCH 23, 2026, 4:00 PM
ABILENE, KANSAS**

1. Call to Order

2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg

City Commission Present: Mayor Brandon Rein, City Commissioner Cy Taylor, City Commissioner John Kollhoff, City Commissioner Amy Meysenburg, City Commissioner Debbie Lytle

Staff Present: Interim City Manager Quinday, Deputy City Manager/Community Development Director Zook, City Clerk/Human Resources Director Mohr, Finance Director Briand, City Attorney Martin, Parks and Recreation Director Timbrook, Police Chief Wilkins, Public Works Director Anderson, Facilities Maintenance Alvarez, and Administrative Manager-Community Development Olson.

3. Pledge of Allegiance

4. Approval of the Agenda for the March 23, 2026, City Commission Meeting

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

5. Consent Agenda

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

- a. Meeting Minutes for March 9, 2026, City Commission Meeting
- b. Meeting Minutes for March 10, 2026, City Commission Special Meeting
- c. Appropriation Ordinance A-032326-26
- d. AP Payment Register

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve the Consent Agenda as presented. Roll call vote: Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 4-0.

Commissioner Kollhoff arrived at 4:03 pm.

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.

Bruce Johnson, 524 Ridge Road, commented about the Capital Improvement Plan. Cedar Street needs work done before Walnut Street and 14th Street is not that bad. If you own an airplane, you should pay rent to house it.

7. Unfinished Business

- a. Public Hearing Regarding the Advisability of Creating a Community Improvement District in the City of Abilene, Kansas, to be known as the "Scooters 1406 N. Buckeye Ave. Community Improvement District" and the Levy of a 1.0% Community Improvement District Sales tax within such district.

Mayor Rein opened the public hearing at 4:04 pm.

There were no public comments.

Mayor Rein closed the public hearing at 4:05 pm.

- b. Consider Approval of Ordinance No. 26-3474, AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX; AND APPROVING THE METHOD OF FINANCING THE PROJECT. - Deputy City Manager/Community Development Director Zook

Motion by Commissioner Kollhoff, seconded by Commissioner Meysenburg, to approve Ordinance No. 26-3474, AN ORDINANCE CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ABILENE, KANSAS; AUTHORIZING A CERTAIN PROJECT THEREIN; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT; CONTAINING THE LEGAL DESCRIPTION AND MAP OF THE BOUNDARIES OF THE DISTRICT; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX; AND APPROVING THE METHOD OF FINANCING THE PROJECT. Roll call vote: Kollhoff YES, Lytle YES, Meysenburg YES, Taylor YES,

Rein YES. The motion carried 5-0.

- c. Consider Approval of Resolution No. 032326-1, A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF ABILENE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF. - Interim City Manager Quinday

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve Resolution No. 032326-1, A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF ABILENE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF. Roll call vote: Meysenburg YES, Taylor YES, Kollhoff NO, Lytle YES, Rein YES. The motion carried 4-1.

- d. Consider Approval of Resolution No. 032326-2, A RESOLUTION PROVIDING FOR SUBSTITUTE IMPROVEMENTS TO BE FINANCED WITH PROCEEDS OF THE CITY OF ABILENE, KANSAS, GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025. - Interim City Manager Quinday

Motion by Commissioner Taylor, seconded by Commissioner Meysenburg, to approve Resolution No. 032326-2, A RESOLUTION PROVIDING FOR SUBSTITUTE IMPROVEMENTS TO BE FINANCED WITH PROCEEDS OF THE CITY OF ABILENE, KANSAS, GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2025. Roll call vote: Taylor YES, Kollhoff NO, Lytle YES, Meysenburg YES, Rein YES. The motion carried 4-1.

- e. Consider Approval of a Bid from Wuthnow Heating & Air, Inc. in the Amount of \$132,491.61, for the Purchase and Installation of Nine HVAC Units at the Abilene Community Center. - Facilities Maintenance Alvarez/Parks and Recreation Director Timbrook

Motion by Commissioner Lytle, seconded by Commissioner Meysenburg, to approve the bid from Wuthnow Heating & Air in the amount of \$132,491.61 for the purchase and installation of nine HVAC units at the Abilene Community Center. Roll call vote: Kollhoff NO, Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 4-1.

- f. Consider Approval of the City of Abilene's Property Insurance Renewal with EMC/Smart Insurance in the amount of \$415,617.00. - Interim City Manager Quinday

Motion by Commissioner Taylor, seconded by Commissioner Meysenburg, to approve the City of Abilene's Property Insurance Renewal with EMC/Smart Insurance in the amount of \$415,617.00, with the understanding that a Risk Management Fund will be created. Roll call vote: Lytle YES, Meysenburg YES, Taylor YES, Kollhoff YES, Rein YES. The motion carried 5-0.

8. New Business

- a. Consider approval of Ordinance No. 26-3475, AN ORDINANCE AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR IN DESIGNATION AREAS OF THE CITY-OWNED FAIRGROUNDS AND CERTAIN PORTIONS OF PUBLIC RIGHT-OF-WAY FOR CITY STREETS THEREIN, AND APPROVING THE TEMPORARY CLOSURE OF THE STREETS IN CONNECTION WITH THE 2026 CENTRAL KANSAS FREE FAIR IN ABILENE, KANSAS. City Clerk/Human Resources Director Mohr

Motion by Commissioner Kollhoff, seconded by Commissioner Taylor to approve Ordinance No. 26-3475, AN ORDINANCE AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOLIC LIQUOR IN DESIGNATION AREAS OF THE CITY-OWNED FAIRGROUNDS AND CERTAIN PORTIONS OF PUBLIC RIGHT-OF-WAY FOR CITY STREETS THEREIN, AND APPROVING THE TEMPORARY CLOSURE OF THE STREETS IN CONNECTION WITH THE 2026 CENTRAL KANSAS FREE FAIR IN ABILENE, KANSAS. Roll call vote: Meysenburg YES, Taylor YES, Kollhoff YES, Lytle YES, Rein YES. The motion carried 5-0.

- b. Consider approval or Ordinance No. 26-3476, AN ORDINANCE AMENDING ABILENE, KANSAS CITY CODE SECTIONS 1-310, 7-802, 7-904, AND 7-1207 PERTAINING TO LICENSE FEES, PERMIT FEES AND OTHER USER RELATED FEES OR CHARGES ESTABLISHED BY THE ORDINANCES OF THE CITY, SO AS TO PROVIDE FOR SUCH FEES AND CHARGES TO BE DETERMINED BY RESOLUTION OF THE CITY COMMISSION. City Clerk/Human Resources Director Mohr

Motion by Commissioner Lytle, seconded by Commissioner Taylor, to approve Ordinance No. 26-3476, AN ORDINANCE AMENDING ABILENE, KANSAS CITY CODE SECTIONS 1-310, 7-802, 7-904, AND 7-1207 PERTAINING TO LICENSE FEES, PERMIT FEES AND OTHER USER RELATED FEES OR CHARGES ESTABLISHED BY THE ORDINANCES OF THE CITY, SO AS TO PROVIDE FOR SUCH FEES AND CHARGES TO BE DETERMINED BY RESOLUTION OF THE CITY COMMISSION. Roll call vote: Taylor YES, Kollhoff YES, Lytle YES, Meysenburg YES, Rein YES. The motion carried 5-0.

- c. Consider approval of Resolution No. 032326-3, A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER-RELATED FEES OF THE CITY OF ABILENE, KANSAS. - City Clerk/Human Resources Director Mohr

Motion by Commissioner Taylor, seconded by Commissioner Lytle, to approve Resolution No. 032326-3, A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER-RELATED FEES OF THE CITY OF ABILENE, KANSAS. Roll call vote: Kollhoff YES, Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 5-0.

- d. Discussion Regarding the Purchase of a Camera System for Sewer Line and Stormwater Drainage Inspections - Public Works Director Anderson
- e. Discussion Regarding Establishing Section 1-505 of the City Code Pertaining to Standards and Specifications for Public Improvements and Infrastructure within the City.

9. Department Reports

- a. Community Development Code Violation Report - February 2026
- b. Community Development Permit Summary - February 2026
- c. Convention & Visitors Bureau — February 2026
- d. Police Department Report - February 2026
- e. Public Works Monthly Report - February 2026

10. Executive Session - Attorney/Client Privilege

- a. I move the City Commission recess into executive session for ____minutes to discuss with legal counsel the terms and conditions of a proposed city manager employment agreement, based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2). The open meeting will resume in this room at ____p.m.

Motion by Commissioner Taylor, seconded by Commissioner Kollhoff, to recess into executive session for 25 minutes to discuss with legal counsel the terms and conditions of a proposed city manager employment agreement, based upon the need for consultation with an attorney of the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2). The open public meeting will resume in this room at 5:23 pm.

The open meeting resumed at 5:26 pm.

No action was taken in the executive session.

11. Adjournment of Regular Meeting

- a. Consider a motion to adjourn the March 23, 2026, City Commission Meeting.

Motion by Commissioner Kollhoff, seconded by Commissioner Taylor to adjourn at 5:26 pm. Roll call vote: Meysenburg YES, Taylor YES, Kollhoff YES, Lytle YES, Rein YES. The motion carried 5-0.

Brandon Rein, Mayor

ATTEST:

Shayla L Mohr, CMC
City Clerk

UNAPPROVED



**ABILENE CITY COMMISSION SPECIAL MEETING
MINUTES ABILENE PUBLIC LIBRARY, 209 NW
FOURTH STREET APRIL 8, 2026, 5:00 PM
ABILENE, KANSAS**

1. Call to Order

2. Roll Call: Mayor Rein, Commissioners Taylor, Kollhoff, Lytle and Meysenburg

City Commission Present: Mayor Brandon Rein, City Commissioner Cy Taylor, City Commissioner John Kollhoff, City Commissioner Amy Meysenburg, City Commissioner Debbie Lytle

Staff Present: City Clerk/Human Resources Director Mohr.

3. Pledge of Allegiance

4. Approval of the Agenda for the April 8, 2026, City Commission Special Meeting

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

5. Executive Session - Attorney/Client Privilege

- a. I move the city commission recess into executive session for ____ minutes to discuss with legal counsel the terms and conditions of a proposed city manager employment agreement, based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2). The open meeting will resume in this room at ____ p.m.

Motion by Commissioner Kollhoff, seconded by Commissioner Lytle, for the City Commission to recess into executive session for 22 minutes to discuss with legal counsel the terms and conditions of a proposed city manager employment agreement, based upon the need for consultation with an attorney for the public body which would be deemed privileged in the attorney-client relationship pursuant to K.S.A. 75-4319(b)(2) to include the City Commission and City Attorney. The open meeting will resume in this room at 5:25 p.m. Roll call vote: Kollhoff YES, Lytle YES, Meysenburg YES, Taylor YES, Rein YES. The motion carried 5-0.

The regular meeting resumed at 5:26 pm.

No action was taken in executive session.

6. Adjournment of the April 8, 2026, City Commission Special Meeting

- a. Consider a motion to adjourn the April 8, 2026, City Commission Special Meeting

Motion by Commissioner Kollhoff, seconded by Commissioner Lytle, to adjourn at 5:27 pm. Roll call vote: Lytle YES, Meysenburg YES, Taylor YES, Kollhoff YES, Rein YES. The motion carried 5-0.

{SIGNATURE PAGE FOLLOWS}

ATTEST:

Brandon Rein, Mayor

Shayla L Mohr, CMC City Clerk

UNAPPROVED

CITY OF ABILENE ACCOUNTS PAYABLE

APPROPRIATION ORDINANCE A-041326-26

03/17/2026 - 04/07/2026

Fund #	Fund Name	Amount
01	GENERAL FUND	\$ 44,989.80
02	WATER FUND	\$ 12,885.82
03	RECYCLING FUND	\$ 1,912.38
04	SEWER FUND	\$ 8,769.05
05	AIRPORT FUND	\$ 2,078.17
06	BOND & INTEREST	\$ -
07	FIRE APPARATUS FUND	\$ -
08	SPECIAL PARKS & RECREATION	\$ 234.23
09	SPECIAL ALCOHOL & DRUG FUND	\$ -
10	SELF-INSURED HEALTH ACCOUNT	\$ -
11	LIBRARY FUND	\$ 30,927.46
13	TOURISM & CONVENTION FUND	\$ 2,756.90
14	SPECIAL STREET FUND	\$ 2,836.96
15	RECREATION COMMISSION	\$ 13,691.22
18	CAPITAL IMPROVEMENT PLAN	\$ 14,997.80
20	EQUIPMENT RESERVE FUND	\$ -
24	FRIENDS OF THE PARK	\$ 1,029.25
27	STORM DRAINAGE	\$ -
28	EQUIPMENT RESERVE - WATER	\$ -
29	EQUIPMENT RESERVE - SEWER	\$ -
32	PUBLIC BUILDING COMMISSION	\$ -
35	SALES TAX - RECREATION FACILITIES	\$ 14,080.00
36	SPECIAL REVENUE - LIB/POOL	\$ -
37	SALES TAX - STREET MAINTENANCE	\$ -
38	CID SALES TAX FUND	\$ 17,181.29
39	RURAL HOUSING INCENTIVE DISTRICT	\$ -
40	INDUSTRIAL PARK EXPANSION	\$ 11,520.00
41	CCLIP - BUCKEYE PROJECT	\$ 6,400.00
42	CAPITALIZED INTEREST - TEMP NOTES	\$ -
44	KS FIGHTS ADDICTION FUND	\$ -
46	LAND BANK FUND	\$ 2,500.00
47	SISTER CITY SCHOLARSHIP FUND	\$ 505.00
48	TREE BOARD PROGRAM	\$ -
50	MUNICIPAL COURT BONDS	\$ 300.00
	TOTALS	\$ 189,595.33



Abilene, KS

Payment Register

APPKT00843 - BILLS 032326 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name			Total Vendor Amount
<u>1300</u>	ABILENE PUBLIC LIBRARY			30,927.46 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		209 NW 4TH ABILENE, Kansas 67410	03/20/2026	30,927.46
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>STM 031826</u>	MARCH 2026 DISBURSEMENT	03/18/2026	03/23/2026	0.00 30,927.46

Vendor Number	Vendor Name			Total Vendor Amount
<u>2014</u>	BAYER CONSTRUCTION CO, INC			92.63 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		PO BOX 889 MANHATTAN, Kansas 66505-0889	03/20/2026	92.63
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>SMS701782</u>	AG-LIME	03/11/2026	03/23/2026	0.00 92.63

Vendor Number	Vendor Name			Total Vendor Amount
<u>1000564</u>	BIZ SWAG			120.00 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		308 N BROADWAY ABILENE, Kansas 67410	03/20/2026	120.00
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>3713</u>	HOODIES	02/23/2026	03/23/2026	0.00 120.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2			261.90
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		PO BOX 88005 CHICAGO, Illinois 60680-1005	03/20/2026	261.90
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>4262735315</u>	UNIFORM SERVICE WTP	03/16/2026	03/23/2026	0.00 57.33 *
<u>4262745189</u>	UNIFORM SERVICE WWTP	03/16/2026	03/23/2026	0.00 50.18 *
<u>4262745358</u>	UNIFORM SERVICE	03/16/2026	03/23/2026	0.00 154.39 *

Vendor Number	Vendor Name			Total Vendor Amount
<u>3200</u>	COMMUNITY FOUNDATION OF DICKINSON COUNTY IN			2,400.00 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
Check		DK CO CEO OPERATING PO BOX 735 ABILENE, Kansas 67410	03/20/2026	2,400.00
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>STM 031626</u>	CIVIC CENTER TABLE & CHAIR REPLACEMENT-COST SHARI	03/16/2026	03/23/2026	0.00 2,400.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>6350</u>	FRY & ASSOCIATES, INC			976.25 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount
EFT		101 E 15TH AVE N. KANSAS CITY, Missouri 64116	03/20/2026	976.25
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>INV0006355</u>	MEMORIAL TABLES & PLAQUES	03/18/2026	03/18/2026	0.00 976.25

Payment Register

APPKT00843 - BILLS 032326 KE

Vendor Number	Vendor Name						Total Vendor Amount
999846	GALLS, LLC						36.44 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		PO BOX 505614 ST. LOUIS, Missouri 63150-5614			03/20/2026	36.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
34383027	BLACK LETTERS	03/12/2026	03/23/2026	0.00	36.44		
Vendor Number	Vendor Name						Total Vendor Amount
19770	KS TREASURER						1,873.93
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		900 SW JACKSON, SUITE 201 TOPEKA, Kansas 66612-1235			03/20/2026	1,873.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
98926	JAN 2026 MUNICIPAL COURT REVENUE	03/16/2026	03/23/2026	0.00	646.06		•
98927	FEB 2026 MUNICIPAL COURT REVENUE	03/16/2026	03/23/2026	0.00	1,227.87		•
Vendor Number	Vendor Name						Total Vendor Amount
12070	LAST CHANCE GRAPHICS						114.00 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		201 N BROADWAY ABILENE, Kansas 67410			03/20/2026	114.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
123512	VB SHIRTS	03/16/2026	03/23/2026	0.00	114.00		
Vendor Number	Vendor Name						Total Vendor Amount
VEN01122	LAWRENCE H. GREENWOOD						801.45 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		941 1300 AVE ABILENE, Kansas 67410			03/20/2026	801.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1925	1" PIPE BEDDING	03/11/2026	03/23/2026	0.00	801.45		
Vendor Number	Vendor Name						Total Vendor Amount
11227	MIDWEST CONCRETE MATERIALS, INC						524.25 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		PO BOX 668 MANHATTAN, Kansas 66505-0668			03/20/2026	524.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
736033	CONCRETE NW 11TH & N CEDAR	03/12/2026	03/23/2026	0.00	524.25		
Vendor Number	Vendor Name						Total Vendor Amount
14170	QUADIENT, INC						138.00 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		DEPT 3689 PO BOX 123689 DALLAS, Texas 75312-3689			03/20/2026	138.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
62727730	POSTAGE METER RENTAL	03/04/2026	03/23/2026	0.00	138.00		
Vendor Number	Vendor Name						Total Vendor Amount
999978	ROLLER-WEEKS, JULIE						128.33 •
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		CITY BUILDING			03/20/2026	128.33	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
STM 031926	MILEAGE TO KS SENATE COMMERCE COMMITTEE	03/19/2026	03/23/2026	0.00	128.33		

Payment Register
APPKT00843 - BILLS 032326 KE

Vendor Number	Vendor Name						Total Vendor Amount
<u>VEN01315</u>	SARA BROERS						500.00
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		14862 200TH ST MASON CITY, Iowa 50401			03/20/2026	500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1</u>	AMERICA 250 STORY + PROMOTION	03/16/2026	03/23/2026	0.00	500.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>1000860</u>	TERESE L. BEAL						7,385.00
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		110 CENTRAL HARPER, Kansas 67058			03/20/2026	7,385.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>INV0006335</u>	SEASONAL BALLFIELD MAINTENANCE	03/17/2026	03/17/2026	0.00	7,385.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>22020</u>	VAN DIEST CHEMICAL CO						395.25
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		PO BOX 610 WEBSTER CITY, Iowa 50595-0610			03/20/2026	395.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>23743</u>	CHEMICALS	03/16/2026	03/23/2026	0.00	276.25		
<u>23744</u>	CHEMICALS	03/16/2026	03/23/2026	0.00	119.00		
Vendor Number	Vendor Name						Total Vendor Amount
<u>11221</u>	VERIZON WIRELESS SERVICE LLC						1,460.62
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		PO BOX 16810 NEWARK, New Jersey 07101-6810			03/20/2026	1,460.62	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>6137916875</u>	CELL PHONE BILL	03/07/2026	03/23/2026	0.00	1,460.62		
Vendor Number	Vendor Name						Total Vendor Amount
<u>22021</u>	VISA - UMB PUBLIC WORKS						3,365.68
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		CARD SERVICES PO BOX 875852 KANSAS CITY, Missouri 64187-5852			03/20/2026	3,365.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 030226 PW</u>	FEB 2026 CC CHARGES	03/02/2026	03/23/2026	0.00	3,365.68		
Vendor Number	Vendor Name						Total Vendor Amount
<u>1000852</u>	XEROX FINANCIAL SERVICES						115.01
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		PO BOX 13604 PHILADELPHIA, Pennsylvania 19101-3604			03/20/2026	115.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>41709060</u>	COPIER CONTRACT PAYMENT	03/05/2026	03/23/2026	0.00	115.01		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	22	18	0.00	50,639.95
AP Checking - Gen	EFT	1	1	0.00	976.25
Packet Totals:		23	19	0.00	51,616.20

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03/23/2026
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Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-51,616.20
Packet Totals:		-51,616.20



Abilene, KS

Payment Register

APPKT00849 - BILLS 033026 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>1214</u>	ABILENE FLYING SERVICE INC					87.97
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		801 S WASHINGTON ABILENE, Kansas 67410		03/27/2026	87.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 032726</u>	PHOTO SWITCH	03/27/2026	03/30/2026	0.00	87.97	

Vendor Number	Vendor Name					Total Vendor Amount
3391	ASTRA BANK					300.00
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 206		03/27/2026	300.00	
		ABILENE, Kansas 67410				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 032526	BALLFIELD CONCESSION START UP	03/25/2026	03/30/2026	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000699</u>	CATLETT AUTOMOTIVE INC					38.28
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 1045		03/27/2026	38.28	
		ULYSSES, Kansas 67880				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>236447</u>	PWR STEERING FLUID	03/23/2026	03/30/2026	0.00	38.28	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01317</u>	CHRISTIAN CORY					595.00 ●
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		2250 N ROCK RD STE 118-148 WICHITA, Kansas 67226-2331		03/27/2026	595.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1124</u>	SUPERVISING MAJOR INVESTIGATION	03/20/2026	03/30/2026	0.00	595.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000192</u>	CINTAS CORP NO. 2					261.90
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 88005		03/27/2026	261.90	
		CHICAGO, Illinois 60680-1005				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4263470821</u>	UNIFORM SERVICE WTP	03/23/2026	03/30/2026	0.00	57.33 ●	
<u>4263482419</u>	UNIFORM SERVICE WWTP	03/23/2026	03/30/2026	0.00	50.18 ●	
<u>4263482725</u>	UNIFORM SERVICE	03/23/2026	03/30/2026	0.00	154.39 ●	

Vendor Number	Vendor Name				Total Vendor Amount	
<u>3210</u>	CONSOLIDATED FLEET SERVICES, INC				1,878.75 ●	
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 8238		03/27/2026	1,878.75	
		SEARCY, Arkansas 72145				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2026DM0035	LADDERS	03/18/2026	03/30/2026	0.00	1,878.75	

Payment Register
APPKT00849 - BILLS 033026 KE

Vendor Number <u>VEN01313</u>	Vendor Name FLUENT CONVEYORS, LLC					Total Vendor Amount 1,336.59 •
Payment Type Check	Payment Number	Remittance Address 387 N CORONA ST STE 707 DENVER, Colorado 80218	Payment Date 03/27/2026	Payment Amount 1,336.59		
Payable Number <u>BWDINV13375</u>	Description BALE TIES	Payable Date 03/16/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 1,336.59	
Vendor Number <u>7020</u>	Vendor Name GADES SALES CO, INC					Total Vendor Amount 360.00 •
Payment Type Check	Payment Number	Remittance Address PO BOX 9003 WICHITA, Kansas 67277	Payment Date 03/27/2026	Payment Amount 360.00		
Payable Number <u>89486-IN</u>	Description PEDESTRIAN CROSSWALK BUTTON/SWITCH	Payable Date 03/20/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 360.00	
Vendor Number <u>1000912</u>	Vendor Name GUFFEY PROPERTIES, LLC					Total Vendor Amount 1,740.12 •
Payment Type Check	Payment Number	Remittance Address PO BOX 39 BELLE, Missouri 65013	Payment Date 03/27/2026	Payment Amount 1,740.12		
Payable Number <u>STM 032626</u>	Description MARCH 2026 CID	Payable Date 03/26/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 1,740.12	
Vendor Number <u>8105</u>	Vendor Name HIATT, JENNIE					Total Vendor Amount 150.00 •
Payment Type Check	Payment Number	Remittance Address CITY BUILDING ABILENE, Kansas 67410	Payment Date 03/27/2026	Payment Amount 150.00		
Payable Number <u>STM 032326</u>	Description MILEAGE TREE CITY @ GREAT BEND	Payable Date 03/23/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 150.00	
Vendor Number <u>2383</u>	Vendor Name HOMMAN ELECTRONICS					Total Vendor Amount 336.00 •
Payment Type Check	Payment Number	Remittance Address DBA HOMMAN ELECTRONICS 200 N PINE ST SOLOMON, Kansas 67480	Payment Date 03/27/2026	Payment Amount 336.00		
Payable Number <u>10493</u>	Description REPLACE MAIN POWER SUPPLY FOR VIDEO CAMERA SYST	Payable Date 03/20/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 336.00	
Vendor Number <u>999718</u>	Vendor Name HUTCHINSON COMMUNITY COLLEGE					Total Vendor Amount 2,990.00 •
Payment Type Check	Payment Number	Remittance Address 1300 N PLUM HUTCHINSON, Kansas 67501	Payment Date 03/27/2026	Payment Amount 2,990.00		
Payable Number <u>INV0006386</u>	Description CDL Training - D. Whiteley	Payable Date 03/24/2026	Due Date 03/24/2026	Discount Amount 0.00	Payable Amount 2,990.00	
Vendor Number <u>1000435</u>	Vendor Name INVORG INC					Total Vendor Amount 1,526.40 •
Payment Type Check	Payment Number	Remittance Address DBA MUNILOGIC 1515 MARKET STREET, STE 1200 PHILADELPHIA, Pennsylvania 19102	Payment Date 03/27/2026	Payment Amount 1,526.40		
Payable Number <u>2083</u>	Description MONTHLY SOFTWARE SUBSCRIPTION	Payable Date 04/01/2026	Due Date 03/30/2026	Discount Amount 0.00	Payable Amount 1,526.40	

Payment Register
APPKT00849 - BILLS 033026 KE

Vendor Number	Vendor Name					Total Vendor Amount	
<u>VEN01320</u>	JESSICA HENDERSON					120.00	
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		2988 BUCKEYE ST TALMAGE, Kansas 67482	03/27/2026	120.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1002820590</u>	REFUND JORDAN CABLE SOFTBALL	03/25/2026	03/30/2026	0.00	60.00 •		
<u>102820563</u>	REFUND MCKENZIE SOFTBALL	03/25/2026	03/30/2026	0.00	60.00 •		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>VEN01220</u>	JON QUINDAY			7,000.00 •			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		515 W 5TH ST RUSSELL, Kansas 67665	03/27/2026	7,000.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 032326</u>	INTERIM CITY MANAGER WEEKS MAR 23RD THRU MAR 31	03/23/2026	03/30/2026	0.00	7,000.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>1350</u>	KAP PHILLIPS CO			1,130.00			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		206 S BUCKEYE ABILENE, Kansas 67410	03/27/2026	1,130.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>18756</u>	PEST CONTROL	03/17/2026	03/30/2026	0.00	290.00 •		
<u>STM 031726</u>	PEST CONTROL PW	03/17/2026	03/30/2026	0.00	840.00 •		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>1001045</u>	LEGACY KANSAS, LLC			204.05 •			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		105 E LAFAYETTE ABILENE, Kansas 67410	03/27/2026	204.05			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 032626</u>	MARCH 2026 CID	03/26/2026	03/30/2026	0.00	204.05		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>1000323</u>	LISBONA LLC			1,875.00 •			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		DBA LISBONA LLC 17799 169TH ST BASEHOR, Kansas 66007	03/27/2026	1,875.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>ABILENECVB-03012026</u>	2026 SHIRT REPRINTS	03/01/2026	03/30/2026	0.00	1,875.00		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>23110</u>	LUMBER HOUSE TRUE VALUE			56.56			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		1903 N BUCKEYE ABILENE, Kansas 67410	03/27/2026	56.56			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2603-085847</u>	WASHERS/BOLTS/NUTS	03/19/2026	03/30/2026	0.00	73.56 •		
<u>2603-085857</u>	RETURN	03/19/2026	03/30/2026	0.00	-17.00 •		
Vendor Number	Vendor Name			Total Vendor Amount			
<u>13005</u>	M & M TIRE & AUTO INC			52.50 •			
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount			
Check		400 N BUCKEYE ABILENE, Kansas 67410	03/27/2026	52.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>109460</u>	REPAIR PIPE TO MUFFLER	03/25/2026	03/30/2026	0.00	52.50		

Payment Register
APPKT00849 - BILLS 033026 KE

Vendor Number	Vendor Name					Total Vendor Amount
999623	METRO COURIER, INC					64.38
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 175 WICHITA, Kansas 67201	03/27/2026	64.38		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
81999	SHIPPING TO KDHE	03/15/2026	03/30/2026	0.00	64.38	
Vendor Number	Vendor Name					Total Vendor Amount
1000277	MICHELLE WRIGHT					9,372.15
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		REAL ESTATE DEPARTMENT LOVE'S CORPORATE OFFICE 10601 N PENNSYLVANIA AVE OKLAHOMA CITY, Oklahoma 73120	03/27/2026	9,372.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 032626	MARCH 2026 CID	03/26/2026	03/30/2026	0.00	9,372.15	
Vendor Number	Vendor Name					Total Vendor Amount
11227	MIDWEST CONCRETE MATERIALS, INC					689.25
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 668 MANHATTAN, Kansas 66505-0668	03/27/2026	689.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
735973	FLOWABLE FILL 1314 NW 2ND	03/11/2026	03/30/2026	0.00	314.25	
736407	FLOWABLE FILL NW 11TH & N CEDAR	03/13/2026	03/30/2026	0.00	375.00	
Vendor Number	Vendor Name					Total Vendor Amount
999767	NATIONAL SIGN COMPANY, LLC					423.27
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1415 N INDUSTRIAL AVE OTTAWA, Kansas 66067	03/27/2026	423.27		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN0001328	NO PARKING SIGNS	03/16/2026	03/30/2026	0.00	423.27	
Vendor Number	Vendor Name					Total Vendor Amount
14262	NORTH CENTRAL KANSAS TOURISM					50.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		TREASURER MARCIA ROZELL 501 POYNTZ AVE MANHATTAN, Kansas 66502	03/27/2026	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
100	NCKS 2026 MEMBERSHIP	03/01/2026	03/30/2026	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
16021	PACE ANALYTICAL SERVICES, INC					980.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056	03/27/2026	980.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2660242462	BI-MONTHLY SAMPLES	02/24/2026	03/30/2026	0.00	388.00	
2660243695	MONTHLY EFFLUENT	03/19/2026	03/30/2026	0.00	592.00	
Vendor Number	Vendor Name					Total Vendor Amount
4394	PVS DX, INC					1,755.24
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 674938 DALLAS, Texas 75267-4938	03/27/2026	1,755.24		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
287000078-26	CHLORINE	03/13/2026	03/30/2026	0.00	1,755.24	

Payment Register
APPKT00849 - BILLS 033026 KE

Vendor Number	Vendor Name					Total Vendor Amount
<u>18017</u>	R E PEDROTTI CO, INC					746.81
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		5855 BEVERLY AVE, STE A MISSION, Kansas 66202	03/27/2026	746.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18759</u>	SERVICE	03/18/2026	03/30/2026	0.00	349.60 •	
<u>18786</u>	SENSOR CONNECTION CABLE	03/23/2026	03/30/2026	0.00	397.21 •	
Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01134</u>	SALINA BLUE LLC					250.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		209 S SANTA FE SALINA, Kansas 67410	03/27/2026	250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>128131</u>	COPIES	03/16/2026	03/30/2026	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>19180</u>	SALINA SUPPLY CO					110.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 5100 SALINA, Kansas 67402-5100	03/27/2026	110.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>S100300843.001</u>	11TH ST HYDRANT PROJECT	03/10/2026	03/30/2026	0.00	110.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01319</u>	SAMANTHA K. GEISSINGER					505.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1416 NW 2ND ABILENE, Kansas 67410	03/27/2026	505.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 031026</u>	REMAINDER OF PLANE TICKET	03/10/2026	03/30/2026	0.00	505.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999901</u>	SECURE SHRED, LLC					110.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2215 SW ARVONIA PLACE TOPEKA, Kansas 66614	03/27/2026	110.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2582</u>	MONTHLY SHREDDING	03/24/2026	03/30/2026	0.00	110.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>19550</u>	SMART INSURANCE SERVICES INC					50.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 697 ABILENE, Kansas 67410	03/27/2026	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>167</u>	PRATT BONDS	03/16/2026	03/30/2026	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999925</u>	THE WHITE CORPORATION, INC					79.20 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		C/O WHITE CORPORATION PO BOX DRAWER C EMPORIA, Kansas 66801	03/27/2026	79.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>294294</u>	PC 26-4 PUBLIC HEARING NOTICE	03/09/2026	03/30/2026	0.00	79.20	

Payment Register

APPKT00849 - BILLS 033026 KE

Vendor Number	Vendor Name					Total Vendor Amount
1000203	TRIPLETT, INC					5,864.97
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		429 N OHIO SALINA, Kansas 67401	03/27/2026	5,864.97		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 032626	MARCH 2026 CID	03/26/2026	03/30/2026	0.00	5,864.97	

Vendor Number	Vendor Name					Total Vendor Amount
9069	XEROX BUSINESS SOLUTIONS					59.58
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 713423 CHICAGO, Illinois 60677-4323	03/27/2026	59.58		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN6409270	COPIER OVERAGE CHARGE 12/25/25-3/24/26	03/23/2026	03/30/2026	0.00	59.58	

Vendor Number	Vendor Name					Total Vendor Amount
1000698	ZOOK, KARI					52.20
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		CITY BUILDING	03/27/2026	52.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 032626	MILEAGE TO NCRPC BOARD MEETING	03/26/2026	03/30/2026	0.00	52.20	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	45	37	0.00	43,201.17
Packet Totals:		45	37	0.00	43,201.17

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033026

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03/31/2026

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-43,201.17
Packet Totals:		-43,201.17



Abilene, KS

Payment Register

APPKT00858 - BILLS 040726 KE

01 - Vendor Set 01

Bank: AP Checking - Gen - AP Checking - General

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01326</u>	ABILENE ARMORY FUND					400.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		619 ROGERS ABILENE, Kansas 67410	04/06/2026	400.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040126</u>	RENT FOR FIRE TRUCK	04/01/2026	04/07/2026	0.00	400.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1214</u>	ABILENE FLYING SERVICE INC					400.14
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		801 S WASHINGTON ABILENE, Kansas 67410	04/06/2026	400.14		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>21546</u>	QUICK CEMENT CRACK SEALER	02/02/2026	04/07/2026	0.00	400.14	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01321</u>	ANGELA SCHNEIDER					60.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		413 NE 9TH ABILENE, Kansas 67410	04/06/2026	60.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>103029061</u>	REFUND ELI JOHNSON BASEBALL	03/30/2026	04/07/2026	0.00	60.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000864</u>	ANTHONY W. ROSS					308.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1636 OLD 40 HWY ABILENE, Kansas 67410	04/06/2026	308.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 033126</u>	UMPIRE 11 GAMES	03/31/2026	04/07/2026	0.00	308.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01325</u>	BACKGROUND INVESTING BUREAU, LLC					656.20
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		9713 NORTHCROSS CENTER CT STE 201 HUNTERSVILLE, North Carolina 28078	04/06/2026	656.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV-95640</u>	ACCESS FEES	03/31/2026	04/07/2026	0.00	656.20	

Vendor Number	Vendor Name					Total Vendor Amount
<u>1000699</u>	CATLETT AUTOMOTIVE INC					12.04
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 1045 ULYSSES, Kansas 67880	04/06/2026	12.04		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>237657</u>	SPARK PLUG/FUEL SHUT-OFF VALVE	04/06/2026	04/07/2026	0.00	12.04	

Payment Register

APPKT00858 - BILLS 040726 KE

Vendor Number	Vendor Name					Total Vendor Amount
999889	CHENEY DOOR COMPANY, INC					14,997.80
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		448 N FRONT ST SALINA, Kansas 67401	04/06/2026	14,997.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006445	3 garage doors fire station west side installed	03/30/2026	03/30/2026	0.00	14,997.80	
Vendor Number	Vendor Name					Total Vendor Amount
1000192	CINTAS CORP NO. 2					280.78
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 88005 CHICAGO, Illinois 60680-1005	04/06/2026	280.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4264247302	UNIFORM SERVICE WTP	03/30/2026	04/07/2026	0.00	57.33	
4264258447	UNIFORM SERVICE WWTP	03/30/2026	04/07/2026	0.00	50.18	
4264258711	UNIFORM SERVICE	03/30/2026	04/07/2026	0.00	173.27	
Vendor Number	Vendor Name					Total Vendor Amount
8145	CORE & MAIN LP					788.19
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 28330 ST LOUIS, Missouri 63146	04/06/2026	788.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Y617203	2" MTR ADPT	03/10/2026	04/07/2026	0.00	788.19	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01309	DAKOTA WHITELEY					26.75
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		419 N BROADWAY ABILENE, Kansas 67410	04/06/2026	26.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 032426	REIMB CDL	03/24/2026	04/07/2026	0.00	26.75	
Vendor Number	Vendor Name					Total Vendor Amount
1000061	DK CTY ROAD & BRIDGE DEPT					676.65
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		408 SE 2ND ABILENE, Kansas 67410-2800	04/06/2026	676.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
26-018	MARCH 2026 DIESEL	04/02/2026	04/07/2026	0.00	129.17	
26-019	DIESEL MARCH 2026	04/02/2026	04/07/2026	0.00	547.48	
Vendor Number	Vendor Name					Total Vendor Amount
4320	DK CTY SHERIFF					450.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		109 E 1ST ABILENE, Kansas 67410	04/06/2026	450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 033126	MARCH 2026 PRISONER CARE	03/31/2026	04/07/2026	0.00	450.00	
Vendor Number	Vendor Name					Total Vendor Amount
1000720	DOWNTOWN DANCE LLC					612.00
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2322 VANE RD CHAPMAN, Kansas 67431	04/06/2026	612.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 040626	MARCH 2026 TUMBLING FEES	04/06/2026	04/07/2026	0.00	612.00	

Payment Register

APPKT00858 - BILLS 040726 KE

Vendor Number	Vendor Name					Total Vendor Amount
VEN01163	DRIVER DQ INC					153.20 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		312 TUTTLE CREEK BLVD MANHATTAN, Kansas 66502	04/06/2026	153.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Z3NJIBJD-0013	MARCH 2026 CDL & PRE-EMPLOYMENT QUERY	04/03/2026	04/07/2026	0.00	153.20	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01323	ECONO SIGN & BARRICADE, LLC					308.02 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1816 LOUISVILLE RD BOWLING GREEN, Kentucky 42101	04/06/2026	308.02		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10-1001691	SIGNS	03/17/2026	04/07/2026	0.00	308.02	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01087	FEENEY, MITCHELL					45.00 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		CITY BUILDING ABILENE, Kansas 67410	04/06/2026	45.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 033026	MEALS	03/30/2026	04/07/2026	0.00	45.00	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01328	GILMORE & BELL					32,000.00 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		100 North Main, Suite 800 Wichita, Kansas 67202-1311	04/06/2026	32,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0006489	GO TEMP NOTES SERIES 2025 - PROFESSIONAL SERVICES	04/03/2026	04/03/2026	0.00	32,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01153	INFOSEND, INC					2,446.21 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		4240 EAST LA PALMA AVENUE ANAHEIM, California 92807-1816	04/06/2026	2,446.21		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
306848	MARCH 2026 MAILING FEES	03/31/2026	04/07/2026	0.00	2,446.21	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01324	JOHN COOPER					67.57 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		CITY BUILDING ABILENE, Kansas 67410	04/06/2026	67.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 033026	REIMB MEALS	03/30/2026	04/07/2026	0.00	67.57	
Vendor Number	Vendor Name					Total Vendor Amount
VEN01322	JORDAN DAVIES					60.00 ●
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		413 NE 12TH ABILENE, Kansas 67410	04/06/2026	60.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
103028681	REFUND KELLAN DAVIES BASEBALL	03/30/2026	04/07/2026	0.00	60.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>999650</u>	KANSAS GAS SERVICE					4,864.99 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 219046 KANSAS CITY, Missouri 64121-9046	04/06/2026	4,864.99		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 032626</u>	KANSAS GAS BILL	03/26/2026	04/07/2026	0.00	4,864.99	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01300</u>	KONNOR WEBER					113.10 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		419 N BROADWAY ABILENE, Kansas 67410	04/06/2026	113.10		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040626</u>	MILEAGE KLETC	04/06/2026	04/07/2026	0.00	113.10	

Vendor Number	Vendor Name					Total Vendor Amount
<u>11525</u>	KS EMPLOYMENT SECURITY FUND					1,116.83 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 400 TOPEKA, Kansas 66601-0400	04/06/2026	1,116.83		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040226</u>	QUARTLEY UNEMPLOYMENT	04/02/2026	04/07/2026	0.00	1,116.83	

Vendor Number	Vendor Name					Total Vendor Amount
<u>12014</u>	L & S ELECTRIC, LLC					1,140.00 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 1701 SALINA, Kansas 67402	04/06/2026	1,140.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2551</u>	INSTALL SCR & CAPACITORS	04/08/2026	04/07/2026	0.00	1,140.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>23110</u>	LUMBER HOUSE TRUE VALUE					139.83
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		1903 N BUCKEYE ABILENE, Kansas 67410	04/06/2026	139.83		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2602-077248</u>	EDGER	02/10/2026	04/07/2026	0.00	16.99 *	
<u>2602-077969</u>	TREATED YELLOW PINE	02/13/2026	04/07/2026	0.00	40.89 *	
<u>2603-088103</u>	PLYWOOD	03/26/2026	04/07/2026	0.00	60.16 *	
<u>2603-089124</u>	FORM BOARD	03/30/2026	04/07/2026	0.00	21.79 *	

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01327</u>	MICHAEL A. PIERCE JR					300.00 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		501 N BRADY LOT 49 ABILENE, Kansas 67410	04/06/2026	300.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040126</u>	REFUND BAIL	04/01/2026	04/07/2026	0.00	300.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>11227</u>	MIDWEST CONCRETE MATERIALS, INC					286.25 *
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 668 MANHATTAN, Kansas 66505-0668	04/06/2026	286.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>737879</u>	CONCRETE NW 11TH & N CEDAR	03/26/2026	04/07/2026	0.00	286.25	

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Vendor Number	Vendor Name					Total Vendor Amount
999139	MOHR, SHAYLA					136.59 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		CITY BUILDING	04/06/2026	136.59		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
STM 033126	MILEAGE TO KRWA CONF WICHITA	03/31/2026	04/07/2026	0.00	136.59	
Vendor Number	Vendor Name					Total Vendor Amount
1000813	NEW DIRECTIONS BEHAVIORAL HEALTH LLC					1,750.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		HEALTH LLC PO BOX 87-0195 KANSAS CITY, Missouri 64187-0195	04/06/2026	1,750.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV-41497	SEMI-ANNUAL EMPLOYEES ASSISTANCE	04/01/2026	04/07/2026	0.00	1,750.00	
Vendor Number	Vendor Name					Total Vendor Amount
14860	OLSSON					1,330.68 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		601 P ST STE 200 PO BOX 84608 LINCOLN, Nebraska 68501-4608	04/06/2026	1,330.68		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
572735	WTP LAGOON DISCHARGE FLOW METER	03/30/2026	04/07/2026	0.00	1,330.68	
Vendor Number	Vendor Name					Total Vendor Amount
16021	PACE ANALYTICAL SERVICES, INC					388.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 684056 CHICAGO, Illinois 60695-4056	04/06/2026	388.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2660243926	BI-MONTHLY EFFLUENT	03/25/2026	04/07/2026	0.00	388.00	
Vendor Number	Vendor Name					Total Vendor Amount
16111	PEPSI-COLA BOTTLING CO. OF SALINA, INC					2,011.76 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 50 1407 17TH AVE EAST OSKALOOSA, Iowa 52577	04/06/2026	2,011.76		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6041142	SODA	03/25/2026	04/07/2026	0.00	2,011.76	
Vendor Number	Vendor Name					Total Vendor Amount
16195	PIONEER FARM & RANCH SUPPLY, INC					71.19
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 309 ABILENE, Kansas 67410	04/06/2026	71.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13721	SPRAYER HOSE/HOSE CLAMPS	03/27/2026	04/07/2026	0.00	23.48 •	
13776	BOLTS	03/30/2026	04/07/2026	0.00	25.72 •	
13784	SPRAYER	03/30/2026	04/07/2026	0.00	21.99 •	
Vendor Number	Vendor Name					Total Vendor Amount
999963	PIONEER MFG CO					986.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		4529 INDUSTRIAL PKWY CLEVELAND, Ohio 44135	04/06/2026	986.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV-290339	QUIK STRIPE ARCTIC WHITE	03/31/2026	04/07/2026	0.00	986.00	

Payment Register

APPKT00858 - BILLS 040726 KE

Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01241</u>	R & R DEVELOPERS, INC					2,500.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 1204 JUNCTION CITY, Kansas 66441	04/06/2026	2,500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040226</u>	BUILDER REFUND FOR 1804/1806 BROADFOOT	04/02/2026	04/07/2026	0.00	2,500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>18320</u>	ROBSON OIL CO, INC					7,780.34
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		PO BOX 694 ABILENE, Kansas 67410	04/06/2026	7,780.34		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>67538</u>	OIL	03/24/2026	04/07/2026	0.00	896.00 •	
<u>STM 032526</u>	FUEL BILL	03/25/2026	04/07/2026	0.00	6,884.34 •	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999974</u>	RYAN & MULLIN, PA					3,250.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		610 5TH ST CLAY CENTER, Kansas 67432	04/06/2026	3,250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040126</u>	APRIL 2026 CITY PROSECUTOR	04/01/2026	04/07/2026	0.00	3,250.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999083</u>	THE SHERWIN-WILLIAMS CO.					2,476.96
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		2134 PLANET AVE SALINA, Kansas 67401-7397	04/06/2026	2,476.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2377-4</u>	MARKING PAINT	03/11/2026	04/07/2026	0.00	2,706.08 •	
<u>3034-0</u>	REFUND TAX	03/24/2026	03/24/2026	0.00	-229.12 •	
Vendor Number	Vendor Name					Total Vendor Amount
<u>999925</u>	THE WHITE CORPORATION, INC					174.50
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		C/O WHITE CORPORATION PO BOX DRAWER C EMPORIA, Kansas 66801	04/06/2026	174.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>300919754</u>	ORD #26-3475 CODE CHANGES FEES	03/26/2026	04/07/2026	0.00	40.00 •	
<u>STM 030326</u>	YEARLY SUBSCRIPTION	03/03/2026	04/07/2026	0.00	134.50 •	
Vendor Number	Vendor Name					Total Vendor Amount
<u>1000851</u>	TRANSUNION RISK & ALTERNATIVE					144.50 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		DATA SOLUTIONS, INC PO BOX 209047 DALLAS, Texas 75320-9047	04/06/2026	144.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6199432-202603-1</u>	BACKGROUND CHECKS MAR 2026	03/31/2026	04/07/2026	0.00	144.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>VEN01316</u>	TY A. WATSON					84.00 •
Payment Type	Payment Number	Remittance Address	Payment Date	Payment Amount		
Check		114 WESTWOOD DR ABILENE, Kansas 67410	04/06/2026	84.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 033126</u>	UMPIRE 3 GAMES	03/31/2026	04/07/2026	0.00	84.00	

Payment Register

APPKT00858 - BILLS 040726 KE

Vendor Number	Vendor Name						Total Vendor Amount
<u>23210</u>	UNIFIRST CORPORATION						310.96
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		PO BOX 650481		04/06/2026	310.96		
		DALLAS, Texas 75265-0481					
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 033126</u>	UNIFORM SERVICE	03/31/2026	04/07/2026	0.00	310.96		

Vendor Number	Vendor Name						Total Vendor Amount
<u>1000566</u>	VALOR FORD INC						80.10
Payment Type	Payment Number	Remittance Address			Payment Date	Payment Amount	
Check		1825 GOLDENBELT BLVD JUNCTION CITY, Kansas 66441			04/06/2026	80.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>6019287</u>	CAR 4 PART	02/27/2026	04/07/2026	0.00	83.25		
<u>CM6019287</u>	CREDIT ON ACCT	02/27/2026	02/27/2026	0.00	-3.15		

Vendor Number	Vendor Name					Total Vendor Amount
<u>5046</u>	VYVE BROADBAND					7,441.53
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount	
Check		PO BOX 268951		04/06/2026	7,441.53	
		OKLAHOMA CITY, Oklahoma 73126-8951				
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>STM 040126 207-521339</u>	APRIL 2026 INTERNET	04/01/2026	04/07/2026	0.00	365.38 ↴	
<u>STM 040126 301-513217</u>	APRIL 2026 INTERNET	04/01/2026	04/07/2026	0.00	113.95 ↴	
<u>STM 040126 301-521155</u>	CITY BUILDING INTERNET	04/01/2026	04/07/2026	0.00	4,542.30 ↴	
<u>STM 040126 301-521248</u>	APRIL 2026 INTERNET	04/01/2026	04/07/2026	0.00	113.95 ↴	
<u>STM 040126 301-521260</u>	APRIL 2026 INTERNET	04/01/2026	04/07/2026	0.00	157.95 ↴	
<u>STM 040126 301-541718</u>	INTERNET	04/01/2026	04/07/2026	0.00	2,148.00 ↴	

Vendor Number	Vendor Name						Total Vendor Amount
<u>VEN01329</u>	WILKEN'S ACRES						1,151.30
Payment Type	Payment Number	Remittance Address		Payment Date	Payment Amount		
Check		2323 FAIR RD		04/06/2026	1,151.30		
		ABILENE, Kansas 67410					
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>STM 040226</u>	REFUND SEWER CHARGES 2022-2026	04/02/2026	04/07/2026	0.00	1,151.30		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Checking - Gen	Check	62	45	0.00	94,777.96
Packet Totals:		62	45	0.00	94,777.96

Kb
040726

OK
09/08/2022

Cash Fund Summary

Fund	Name	Amount
099	POOLED CASH	-94,777.96
Packet Totals:		-94,777.96



Abilene, KS

Detail Register

Payroll Summary

Packet: PYPKT00310 - 04/10/2026 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 03/22/2026 - 04/04/2026

Total Direct Deposits: 107,719.97
Total Check Amounts: 0.00

Males Paid: 60
Females Paid: 29
Unknown Paid: 0
Total Employees: 89

EARNINGS

Pay Code	Units	Pay Amount
BI-LINGUAL	0.50	13.14
CALL OUT	125.00	2,589.71
CALL OUT VOLUTEER	26.00	780.00
CELL ALLOWANCE	0.00	323.07
COMP TIME USED	42.26	918.93
FITNESS ALLOW	0.00	15.00
FLOATING HL	24.00	804.72
HOURLY	3,658.50	91,889.62
NIGHT SHIFT	293.00	8,963.25
NIGHT SHIFT OT	8.00	312.36
OT	202.75	6,965.49
PART-TIME	287.25	4,380.94
PO VAC NO KPERS	132.23	3,285.85
SALARY	589.00	30,693.01
SICK LEAVE	92.00	2,033.84
TRAINING	39.00	698.11
VACATION LEAVE	270.25	6,388.91
Total:	5,789.74	161,055.95

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	4.00	0.00
COMP EARNED 1.5	24.76	0.00
FTC 457	0.00	320.00
IMPACT SPORTS	0.00	135.00
Total:	28.76	455.00

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	139,580.70	11,318.19	0.00
MEDICARE	151,156.91	2,191.76	2,191.76
SOCIAL SECURITY	151,156.91	9,371.71	9,371.71
STATE TAXES	149,725.91	7,036.26	0.00
UNEMPLOYMENT	161,055.95	0.00	161.06
Total:	29,917.92	11,724.53	

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	732.65	0.00
AFLAC-AFTER TAX	0.00	273.45	0.00
CHILD SUPPORT	0.00	558.92	0.00
DENTAL INSURANCE	0.00	28.14	84.40
EMPOWER KPERS 457 PT	0.00	396.00	120.00
EMPOWER KPERS ROTH	0.00	135.00	60.00
FLEX DEPENDENT CARE	0.00	20.83	0.00
FLEX SPEND MEDICAL	0.00	1,438.31	0.00
FTC 457	0.00	715.00	320.00
GARNISHMENT	0.00	0.00	0.00
HEALTH INS	0.00	7,541.10	26,009.98
HEALTH SAVINGS ACCT	0.00	250.00	125.00
IMPACT SPORTS	0.00	196.00	135.00
KP&F	66,161.34	4,730.52	15,878.73
KP&F OGLI	0.00	97.82	0.00
KPERS 1	31,355.46	1,881.33	3,320.55
KPERS BUY BACK	2,913.46	296.01	0.00
KPERS OGLI	0.00	166.12	0.00
KPERS TIER 2	11,925.49	715.52	1,262.91
KPERS TIER 3	42,030.88	2,521.83	4,451.06
LEGAL SHIELD	0.00	29.93	0.00
LPL FIN. OPEN/ROTH	0.00	200.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
UNIFORM REIMB	0.00	79.65	0.00
VISION CARE DIRECT	0.00	343.01	0.00
Total:		23,418.06	51,767.63

RECAP 01 - Abilene, KS

Earnings:	161,055.95	Benefits:	455.00	Deductions:	23,418.06	Taxes:	29,917.92	Net Pay:	107,719.97
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CITY OF ABILENE
CITY TREASURER'S QUARTERLY REPORT

The statement below shows the standing of the various funds of the City of Abilene, Kansas
for the Quarter Ending March 31, 2026.

		1st Quarter	1st Quarter	1st Quarter	1st Quarter
		Beginning Balance	Revenue	Expense	Ending Balance
General	1	\$ 666,583	\$ 2,329,709	\$ 1,533,885	\$ 1,462,406
Water	2	\$ 115,531	\$ 470,989	\$ 342,141	\$ 244,378
Recycle	3	\$ 71,920	\$ 33,395	\$ 21,918	\$ 83,397
Sewer	4	\$ 78,865	\$ 436,529	\$ 773,588	\$ (258,194)
Airport	5	\$ 69,886	\$ 126,434	\$ 82,514	\$ 113,806
Bond & Interest	6	\$ 159,182	\$ 269,742	\$ 70,890	\$ 358,034
Fire Apparatus	7	\$ 64,215	\$ 141,246	\$ 71,075	\$ 134,386
Special Parks & Rec	8	\$ 81,523	\$ 4,852	\$ 9,900	\$ 76,475
Special Alcohol & Drug	9	\$ 17,353	\$ 4,852	\$ 15,000	\$ 7,206
Medical Expense Reimbursement Account	10	\$ 177,938	\$ 258,012	\$ 255,281	\$ 180,668
Library	11	\$ 35	\$ 364,003	\$ 364,003	\$ 35
Tourism & Convention	13	\$ 53,483	\$ 121,002	\$ 80,302	\$ 94,183
Special Street	14	\$ 341,344	\$ 49,024	\$ 20,001	\$ 370,367
Recreation Commission	15	\$ 430,487	\$ 283,334	\$ 132,643	\$ 581,178
Capital Improvement	18	\$ 56,018	\$ 459	\$ 14,998	\$ 41,479
Equipment Reserve	20	\$ 124,573	\$ -	\$ -	\$ 124,573
Friends of the Park	24	\$ 12,991	\$ 18,352	\$ 10,049	\$ 21,295
Storm Water	27	\$ 656,357	\$ 18,046	\$ 2,600	\$ 671,803
Water Equipment Reserve	28	\$ 131,621	\$ -	\$ 1,683	\$ 129,938
Sewer Equipment Reserve	29	\$ 5	\$ -	\$ -	\$ 5
Special Law Enforcement Trust Fund	34	\$ 8,226	\$ -	\$ -	\$ 8,226
Special Revenue - Rec Facilities Tax	35	\$ 4,218,450	\$ 157,367	\$ 109,488	\$ 4,266,330
Special Revenue - Lib-Pool Renov	36	\$ 16,419	\$ -	\$ 16,419	\$ -
Special Revenue - Streets	37	\$ 135,550	\$ 112,363	\$ -	\$ 247,913
Special Revenue - CID Tax	38	\$ 76,958	\$ 68,045	\$ 58,076	\$ 86,927
Rural Housing Incentive District	39	\$ 35,854	\$ -	\$ 5,322	\$ 30,533
Industrial Park Expansion	40	\$ 3,199,979	\$ -	\$ -	\$ 3,199,979
CCLIPP - Buckeye Project	41	\$ 1,872,077	\$ -	\$ 8,978	\$ 1,863,100
Capitalized Interest Fund - Temp Notes	42	\$ 1,068,120	\$ -	\$ 197,370	\$ 870,750
KS Fights Addiction Fund	44	\$ 10,471	\$ -	\$ 9,000	\$ 1,471
American Rescue Plan Act Fund	45	\$ 0	\$ -	\$ -	\$ 0
Land Bank Fund	46	\$ 41,150	\$ -	\$ -	\$ 41,150
Sister City Scholarship Fund	47	\$ 8,110	\$ -	\$ 505	\$ 7,605
Tree Board Program Fund	48	\$ -	\$ -	\$ -	\$ -
Sidewalk Improvement Program	49	\$ 13,114	\$ -	\$ -	\$ 13,114
Municipal Court Bonds	50	\$ 9,732	\$ 2,655	\$ 2,270	\$ 10,117
Total		\$ 14,024,122	\$ 5,270,408	\$ 4,209,898	\$ 15,084,633

INDEBTEDNESS

Wastewater Treatment Plant Bond	\$ 1,530,000
2015 Dawson Cottage Addition	\$ -
2017 Highlands/Cedar Ridge/East Ridge/Dawson	\$ 2,625,000
2017 PBC Hospital Bonds	\$ 12,910,000
2019 8th Street/WTP/Sewer Bond	\$ 2,245,000
2025 General Obligation Temporary Notes	\$ 10,320,000
Total Indebtedness	\$ 29,630,000

I hereby certify the above to be a true and correct copy of the City Treasurer's Financial Statement ending March 31, 2026.



Kelsey Briand, Finance Director
City of Abilene, Kansas

**CITY OF ABILENE
QUARTERLY INVESTMENT UPDATE**

As of 03/31/2026

Certificates of Deposit		YTD Interest	Current Balance	
CD #8	4.41%	\$ 12,721.13	\$ -	CD #8 matured 3/6/2026 was reinvested into CD #20
CD #9	5.04%	\$ 5,016.86	\$ -	CD #9 matured 3/2/2026 was reinvested into CD #19
CD #11	3.50%	\$ 3,681.15	\$ 420,954.06	
CD #12	4.26%	\$ 5,814.68	\$ 568,625.42	
CD #13	4.08%	\$ 40,972.79	\$ -	CD #13 matured 2/19/2026 was reinvested into CD #17
CD #14	4.05%	\$ 14,264.79	\$ -	CD #14 matured 3/2/2026 was reinvested into CD #18
CD #15	4.25%	\$ 9,638.52	\$ -	CD #15 matured 1/29/2026 was reinvested into CD #16
CD #16	3.75%	\$ -	\$ 914,531.43	
CD #17	3.68%	\$ 30,916.91	\$ 7,681,998.98	
CD #18	3.75%	\$ -	\$ 712,955.96	
CD #19	3.75%	\$ -	\$ 226,772.63	
CD #20	3.75%	\$ -	\$ 575,020.94	
YTD CD Total		\$ 82,471.40	\$ 11,100,859.42	
Money Market 0.02% (Jan) - 3% (Feb-Mar)		\$ 91.91	\$ 23,299.00	
Money Market First Bank Kansas 4.05%		\$ 21,553.98	\$ 2,552,540.94	
Total Investments Balance			\$ 13,676,699.36	

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, AND

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, AND

WHEREAS, Arbor Day is now observed throughout the nation and the world, AND

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, AND

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, AND

WHEREAS, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, AND

WHEREAS, the National Arbor Day Foundation has recognized the City of Abilene as a Tree City USA for 34 consecutive years.

NOW, THEREFORE, I, Brandin Rein, Mayor of the City of Abilene, Kansas, along with the City Commission, do hereby proclaim April 24, 2026, as Arbor Day in the City of Abilene, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, AND

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN TESTIMONY, I have hereunto set my hand and caused the Great Seal of the City of Abilene, Kansas, to be affixed on the 13th day of April 2026.

(ATTEST)

Shayla L. Mohr, CMC, City Clerk

Brandon Rein, Mayor



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Consider Approval of Ordinance 26-3477, An Ordinance Establishing Section 1-505 of City Code Pertaining to Standards and Specifications for Public Improvement and Infrastructure within the City of Abilene. - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: The City Code contains multiple provisions requiring public improvements and development activities to comply with the City's "standards" and "specifications," including but not limited to work within the public right-of-way. However, the Code does not currently identify, formally adopt, or establish a process for maintaining those standards and specifications. Historically, the City has maintained a set of Public Works Standard Details and related specifications, which have been used administratively in permitting, design, and construction. These standards address items such as street sections, sidewalks, driveways, drainage, and water and sanitary sewer infrastructure. While these standards have been relied upon in practice, they have not been formally adopted.

To make these standards legally enforceable, consistently applied, and properly maintained, we need to establish a clear mechanism for their adoption and administration. The proposed ordinance creates a new Section 1-505 of the City Code, which authorizes the City Manager to prepare, adopt, publish, and maintain technical standards and specifications for public improvements and infrastructure. The ordinance further requires that such standards be kept on file with the City Clerk and available for public inspection, and clarifies that all applicable development and construction activities must comply with the adopted standards. This ordinance provides a clear legal framework for the City's standards and specifications, ensuring transparency, consistency, and alignment with current engineering practices while resolving the absence of a formal adoption mechanism in the existing code.

Funding Source: N/A

City Attorney Review: 03/17/2026

Options: 1. Approve the Ordinance 26-3477 Establishing Section 1-505 of the City Code Pertaining to Standards and Specifications for Public Improvements and Infrastructure within the City.
2. Direct staff to bring the Ordinance back to the April 27, 2026, regular commission meeting for

consideration.

3. Direct staff to bring the Ordinance back to the April 27, 2026, commission study session for further analysis and discussion.

Recommendation: Approve the Ordinance 26-3477 Establishing Section 1-505 of the City Code Pertaining to Standards and Specifications for Public Improvements and Infrastructure within the City.

ORDINANCE NO. 26-3477

AN ORDINANCE ESTABLISHING SECTION 1-505 OF THE ABILENE CITY CODE PERTAINING TO STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND INFRASTRUCTURE WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Section 1-505 of the City Code of the City of Abilene, Kansas, is hereby established to read as follows:

1-505. Standards and specifications for public improvements and infrastructure.

- (a) The City Manager is authorized to prepare, adopt, publish, and maintain technical standards and specifications governing the design and construction of public improvements and public infrastructure required by this code. Such standards and specifications may address matters including, but not limited to, design and construction of street and sidewalk improvements, drainage facilities, water and sanitary sewer improvements; construction materials; installation methods; and related engineering requirements.
- (b) The standards and specifications adopted pursuant to this section shall be consistent with and in furtherance of the requirements of this code and shall be kept on file in the office of the City Clerk and available for public inspection.
- (c) All public improvements, infrastructure, and development activities required, permitted, or regulated by this code shall comply with the standards and specifications adopted pursuant to this section.
- (d) For purposes of this code, any reference to standards or specifications “adopted by the Governing Body,” or similar language, relating to the design or construction of public improvements or infrastructure shall be deemed to refer to the standards and specifications adopted pursuant to this section.

SECTION 2. This ordinance shall be in full force and effect following its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 26-3477 Summary

On April 13, 2026, the City Commission passed Ordinance No. 26-3477. The ordinance establishes a new Section 1-505 of the Abilene City Code pertaining to standards and specifications for public improvements and infrastructure within the City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City’s legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 13th day of April, 2026.

{SIGNATURE PAGE FOLLOWS}

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 13th day of April, 2026.

Aaron O. Martin, Legal Counsel



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Consider Approval of Ordinance 26-3478, an Ordinance Amending Existing Section 7-507 of the City Code of the City of Abilene Pertaining to Sewer Rates; and Repealing Existing Section 7-507. - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: The City entered into an agreement with Kansas Municipal Utilities (KMU) to conduct a sewer utility rate study: to evaluate the financial condition of the City's sewer utility, including revenue sufficiency, operating and capital costs, reserve levels, and existing and projected debt obligations.

KMU presented the results of the sewer utility rate study and its recommended rate adjustments at the March 9, 2026, regular City Commission meeting. The presentation outlined the financial risks associated with maintaining current rates, including potential operating shortfalls, declining fund balances, and inadequate debt service coverage, as well as recommended rate adjustments to support long-term financial sustainability.

KMU returned to the March 23, 2026, City Commission study session to further review the study and recommendations and to respond to questions from the Commission. During that study session, the City Commission directed staff to prepare an ordinance implementing the recommended rate adjustments from the sewer utility rate study for consideration at the April 13, 2026, regular meeting.

The proposed ordinance implements the recommended sewer rate adjustments as set forth in the sewer utility rate study to ensure the continued financial stability and operational viability of the City's sewer utility.

Funding Source: N/A

City Attorney Review: 04/08/2026

Options: 1. Approve Ordinance 26-3478, an Ordinance Amending Existing Section 7-507 of the City Code Pertaining to Sewer Rates; and Repealing Existing Section 7-507

2. Direct staff to bring the ordinance to the April 27, 2026, regular City Commission meeting for consideration

3. Direct staff to bring the ordinance to the April 27, 2026, City Commission study session for further review and analysis.

Recommendation: Approve Ordinance 26-3478, an Ordinance Amending Existing Section 7-507 of the City Code Pertaining to Sewer Rates; and Repealing Existing Section 7-507

ORDINANCE NO. 26-3478

AN ORDINANCE AMENDING EXISTING SECTION 7-507 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER RATES; AND REPEALING EXISTING SECTION 7-507.

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

SECTION 1. Section 7-507 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-507. Sewer rates.

- (a) Sewer rates, generally. The sewer rates for all residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall consist of (i) a monthly minimum fixed charge and (ii) a volumetric charge per 100 gallons of winter water use, as determined pursuant to Section 7-501, as set forth in this section.
- (b) Effective dates. The sewer rates established in this section shall become effective as follows:
1. The rates designated for calendar year 2026 shall first become effective with the May 2026 billing cycle; and
 2. The rates designated for calendar years 2027 through 2030 shall become effective with the January billing cycle of the applicable calendar year.
- (c) Sewer rates within the city limits. The sewer rates for users located within the city limits shall be as follows:

Monthly Minimum Fixed Charge	
Year	Amount
2026	\$22.38
2027	\$23.22
2028	\$24.09
2029	\$24.99
2030	\$25.93

Volumetric Charge	
Year	Rate Per 100 Gallons
2026	\$0.94
2027	\$0.98
2028	\$1.01
2029	\$1.05
2030	\$1.09

- (d) Sewer rates outside the city limits. The sewer rates for users located outside the city limits shall be as follows:

Monthly Minimum Fixed Charge	
Year	Amount
2026	\$33.55
2027	\$34.81
2028	\$36.11
2029	\$37.47
2030	\$38.87

Volumetric Charge	
Year	Rate Per 100 Gallons
2026	\$1.41
2027	\$1.46
2028	\$1.52
2029	\$1.58
2030	\$1.64

SECTION 2. Existing Section 7-507 is hereby repealed.

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

Ordinance No. 26-3478 Summary

On April 13, 2026, the City Commission passed Ordinance No. 26-3478. The ordinance amends existing Section 7-507 of the City Code of the City of Abilene, Kansas, pertaining to sewer rates, to establish new rates for users inside and outside the city limits. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 13th day of April, 2026.

{SIGNATURE PAGE FOLLOWS}

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified the 13th day of April, 2026.

Aaron O. Martin, Legal Counsel



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Consider Approval of Resolution 041326-1, A Resolution Establishing a Risk Management Reserve Fund for the City of Abilene, Kansas, in Accordance with K.S.A. 12-2615. - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: K.S.A. 12-2615 authorizes the governing body of a city to establish a risk management reserve fund by resolution and requires that the resolution specify the purposes for which the fund may be used. This type of fund allows the City to set aside resources to address costs associated with uninsured or partially insured losses in a structured and proactive manner.

Under the proposed resolution, the fund may be used to pay or reimburse the City for a range of risk-related expenses, including but not limited to repair or replacement of property resulting from casualty loss or damage, insurance deductibles and self-insured retentions, and costs associated with claims, settlements, and legal defense. Establishing the fund provides a dedicated financial tool to manage these expenses and reduces the need for unplanned impacts on the general fund.

The statute provides flexibility in how the fund may be financed. Monies may be transferred into the reserve fund from a variety of lawful sources, including the general fund or other appropriate funds, in proportion to the City's anticipated exposure to risk. This allows the City to allocate resources in advance based on expected needs rather than reacting to unforeseen events.

Importantly, the statute also provides that a risk management reserve fund is not subject to the standard budget law. As a result, the fund is reported on a non-budgeted basis, reflecting actual activity and maintaining spending authority up to the available cash balance. This structure provides flexibility in responding to unexpected expenses while maintaining transparency through annual reporting.

Finally, if funds are later determined to exceed what is needed for risk management purposes, the statute allows those monies to be transferred back to the original source funds.

Funding Source: General Fund and Enterprise Funds - \$5,000

City Attorney Review: 04/04/2026

Options: 1. Approve Resolution 041326-1 Establishing a Risk Management Reserve Fund in Accordance with K.S.A. 12-2615, with initial funding of \$5,000 from the General Fund and Enterprise Funds
2. Direct staff to bring the Resolution to the April 27, 2026, regular City Commission meeting for consideration
3. Direct staff to bring the Resolution to the April 27, 2026, City Commission study session for further discussion and analysis

Recommendation: Approve Resolution 041326-1 Establishing a Risk Management Reserve Fund in Accordance with K.S.A. 12-2615 with initial funding of \$5,000 from the General Fund and Enterprise Funds

RESOLUTION NO. 041326-1

A RESOLUTION ESTABLISHING A RISK MANAGEMENT RESERVE FUND FOR THE CITY OF ABILENE, KANSAS, IN ACCORDANCE WITH K.S.A. 12-2615.

WHEREAS, K.S.A. 12-2615 authorizes the governing body of any city to establish a risk management reserve fund to provide for the payment of the costs relating to any uninsured loss; and

WHEREAS, the Governing Body has determined that establishing such a reserve fund will promote financial stability, support consistent management of risks, and reduce the impact of unplanned liability expenses on the City's general fund;

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

SECTION ONE. Establishment of Reserve Fund. There is hereby established a risk management reserve fund for the City, in accordance with K.S.A. 12-2615, for the purpose of providing moneys to pay or reimburse the City, in whole or in part, for costs relating to any uninsured loss, including but not limited to the cost of repair or replacement of property arising from casualty loss or damage, deductibles, self-insured retentions, and claims, settlements, and legal expenses related to the defense or settlement of such claims.

SECTION TWO. Budgetary Matters. The Governing Body may budget and transfer moneys to the risk management reserve fund from the general fund or any other lawful source. The reserve fund shall not be subject to the provisions of K.S.A. 79-2925 through 79-2937, and amendments thereto. In making the budget of the City, the amounts credited to and the amount on hand in such reserve fund, and the amount expended therefrom, shall be included in the annual budget for the information of City residents. Interest earned on the investment of moneys in the reserve fund shall be credited to such fund.

SECTION THREE. Administration. The City Manager, or designee, shall administer the reserve fund and any expenditure from the fund must be approved by the Governing Body.

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 13th day of April, 2026.

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC, City Clerk



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Consider Approval of Ordinance 26-3479 Establishing Section 1-1409 of the Abilene City Code to Establish an Employee Benefits Contribution Fund for the City of Abilene, Kansas, in accordance with K.S.A. 12-16,102. - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: The City has historically budgeted employee wages and personnel benefits together within individual departmental budgets. While this approach simplifies administration, it can obscure the full cost of employee compensation and limit visibility into the City's growing benefit obligations. Combining these expenses also makes it more difficult to consistently evaluate personnel costs across departments and effectively plan for long-term financial commitments.

Separating wages and benefits is widely recognized as a best practice because it improves transparency and provides a clearer understanding of personnel-related costs. Employee benefits—such as health insurance, retirement contributions, Social Security, and workers' compensation—often fluctuate independently from wages due to market conditions, actuarial changes, and regulatory requirements. A centralized structure allows the City to better track these costs, identify trends, and support more informed financial decision-making.

This approach also strengthens internal financial management by improving consistency in cost allocation, enhancing long-term forecasting of benefit obligations, and reducing administrative complexity. Consolidating benefit-related expenditures into a single fund provides a more efficient framework for monitoring, auditing, and managing these costs over time.

K.S.A. 12-16,102 authorizes cities to establish an employee benefits contribution fund for the purpose of paying the employer's share of employee benefits, excluding wages or direct compensation. The proposed ordinance establishes such a fund and identifies eligible expenditures, including Social Security, workers' compensation, unemployment compensation, health and medical insurance, and retirement and pension contributions.

The fund does not create a new or additional tax levy. Rather, it restructures how personnel costs are accounted for by separating wages and employee benefits. Wage expenses will continue to be reflected within individual departmental budgets, while employee benefit costs will be consolidated within the employee benefits contribution fund. Costs currently supported through

the general fund levy will be allocated accordingly, and Enterprise and other non-general fund operations will contribute their proportionate share through Interfund transfers. This structure provides a more transparent, consistent, and sustainable method for managing and reporting employee benefit expenses.

Funding Source: General Fund / Enterprise Funds

City Attorney Review: 04/04/2026

Options: 1. Approve Ordinance 26-3479 Establishing an Employee Benefits Contribution Fund
2. Direct staff to bring the ordinance to the April 27, 2026, City Commission meeting for consideration
3. Direct staff to bring the ordinance to the April 27, 2026, City Commission study session for further discussion and analysis.

Recommendation: Approve Ordinance 26-3479 Establishing an Employee Benefits Contribution Fund

ORDINANCE NO. 26-3479

AN ORDINANCE ESTABLISHING SECTION 1-1409 OF THE ABILENE CITY CODE TO ESTABLISH AN EMPLOYEE BENEFITS CONTRIBUTION FUND FOR THE CITY OF ABILENE, KANSAS, IN ACCORDANCE WITH K.S.A. 12-16,102.

WHEREAS, K.S.A. 12-16,102 authorizes the governing body of a city to establish an employee benefits contribution fund for the purpose of paying the employer's share of any employee benefits, including pensions, retirement or other postemployment benefits, exclusive of any salaries, wages or other direct payments to such employees, as may be prescribed by the ordinance of the governing body creating such fund;

WHEREAS, the Governing Body has determined that establishing such an employee benefits contribution fund for the City will promote financial stability, increase transparency, support long-term budgeting for employee benefit obligations, and reduce volatility on the City's general fund;

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

SECTION 1. Section 1-1409 of the City Code of the City of Abilene, Kansas is hereby established to read as follows:

1-1409. Employee benefits contribution fund.

- (a) The city, in accordance with the provisions of K.S.A. 12-16,102, as amended, does hereby establish an employee benefits contribution fund for the purpose of paying the City's share of employee benefits prescribed by subsection (b) below.
- (b) The city's share of the cost of employee benefits payable from the employee benefits contribution fund include:
 - (1) Social Security;
 - (2) Workers' compensation benefits;
 - (3) Unemployment compensation benefits;
 - (4) Health and medical insurance benefits; and
 - (5) Retirement and pension contributions.
- (c) The employee benefits contribution fund may be funded by an annual tax levy as authorized by law and established by the governing body, together with any other moneys lawfully credited or transferred thereto.

SECTION 2. This ordinance shall be in full force and effect following its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 26-3479 Summary

On April 13, 2026, the City Commission passed Ordinance No. 26-3479. The ordinance establishes a new Section 1-1409 of the Abilene City Code to establish an employee benefits contribution fund for the City of Abilene, Kansas, in

accordance with K.S.A. 12-16,102, as amended, and to prescribe the employee benefits authorized for payment therefrom. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 13th day of April, 2026.

{SIGNATURE PAGE FOLLOWS}

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 13th day of April, 2026.

Aaron O. Martin, Legal Counsel



City Commission Meeting Date: April 13, 2026

Session:

Topic: Consider Approval of a Memorandum of Understanding with Abilene USD 435 for Shared Facility Use - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager, Kellee Timbrook, Parks & Recreation Director

Background: City staff met with representatives of Abilene Unified School District No. 435 to review and formalize the long-standing cooperative relationship between the City and the District regarding shared facility use. These discussions resulted in the attached Memorandum of Understanding (MOU). The MOU reflects current practices and does not establish new obligations or significantly alter how facilities are presently used. Instead, it documents existing understandings and provides a consistent framework to ensure continuity over time. The agreement is intended to promote clarity and consistency in the use of shared spaces, particularly as leadership and staffing evolve.

The MOU outlines general expectations related to scheduling, responsibilities, communication, and maintenance, while preserving the authority, ownership, and governance of each entity. It also formalizes specific arrangements already in place, including the use of the Community Center as an Active Shooter Reunification Site.

Additionally, formalizing this partnership strengthens the City's and the District's ability to pursue future grant opportunities by demonstrating an established and collaborative relationship. Overall, the MOU serves as a non-binding agreement that enhances coordination, supports the efficient use of public resources, and reflects the shared commitment of both organizations to serving the community.

Funding Source: N/A

City Attorney Review: 04/01/2026

Options: 1. Approve the Memorandum of Understanding with Abilene USD 435 for Shared Facility Use
2. Direct staff to bring the Memorandum of Understanding with Abilene USD 435 to the April

27, 2026, regular commission meeting for consideration

3. Direct staff to bring the Memorandum of Understanding with Abilene USD 435 to the April 27, 2026, study session for further discussion and analysis

Recommendation: Approve the Memorandum of Understanding with Abilene USD 435 for Shared Facility Use

MEMORANDUM OF UNDERSTANDING

Between
The City of Abilene, Kansas
and
Abilene Unified School District No. 435

I. Purpose and Intent

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Abilene, Kansas (“City”) and Abilene Unified School District No. 435 (“District”) to document and formalize the long-standing cooperative use of facilities between the two entities.

The City and the District recognize that they serve the same community—students, families, residents, and taxpayers—and share a common mission of enhancing educational, recreational, and community opportunities. This MOU is intended to promote clarity, continuity, and coordination, particularly in light of leadership transitions, while preserving the strong collaborative relationship that already exists.

This MOU:

1. Documents agreed-upon facility uses
2. Clarifies roles and responsibilities
3. Establishes expectations for communication and coordination
4. Supports efficient use of public resources

This MOU does not alter the governance, ownership, or statutory authority of either entity.

II. Authority and Governance

Nothing in this MOU shall be construed to:

1. Transfer ownership of any facility or asset
2. Alter the legal authority, governance structure, or operational control of either party
3. Modify the employment status, reporting relationships, or supervisory authority of City or District employees

The City’s Parks and Recreation Department shall continue to operate under the authority of the City, with staff remaining City employees. The Parks and Recreation Director shall continue to report in accordance with City policies and to the Recreation Commission as applicable. This MOU is intended solely to enhance coordination and communication.

III. Facilities Covered

A. City Facilities Used by the District

Examples may include, but are not limited to:

- City parks and green spaces
- Athletic fields
- Ballfields
- Community Center, Gymnasiums, and Multi-Purpose Room

- Playgrounds
- Facilities managed by Parks and Recreation

B. District Facilities Used by the City

Examples may include, but are not limited to:

- School gymnasiums
- Athletic fields and tracks
- Tennis Courts
- Football Field
- Auditoriums, Mezzanine, and other performance spaces
- Classrooms or multipurpose rooms (as appropriate)

A non-exclusive inventory of commonly used facilities may be maintained as an attachment and updated administratively as needed.

IV. Use Categories and Priority

A. Priority Use

1. Each entity retains priority use of its own facilities for core operations:
 - a. The District for instructional, curricular, and school-sponsored activities
 - b. The City for municipal programs, Parks and Recreation programs, and City-sponsored events
2. Priority use shall take precedence over shared or external uses.

B. Shared Use

When facilities are not required for priority use, they may be made available for shared use by the other entity, subject to scheduling approval and availability.

V. Scheduling and Coordination

A. Scheduling and Approvals

- Each entity shall designate a primary point of contact responsible for scheduling requests and approvals.
- Requests should be made with reasonable advance notice, consistent with the nature of the activity and facility.
- Conflicts will be resolved collaboratively, with an emphasis on flexibility and community benefit.

B. Notice Expectations

- Routine or recurring uses should be scheduled in advance by mutual agreement.
- Changes, cancellations, or special requirements should be communicated as soon as reasonably possible.

VI. Responsibilities During Facility Use

Unless otherwise agreed in writing for a specific event or program, the following general responsibilities apply:

A. Setup and Teardown

The entity that owns the facility is responsible for setup and teardown related to its activities, including equipment, seating, or temporary structures.

B. Supervision

The using entity is responsible for providing appropriate supervision during its use of the facility, including participants and spectators.

C. Cleanup

The using entity is responsible for leaving the facility in substantially the same condition as it was found, reasonable wear and tear excepted.

D. Maintenance and Repairs

Routine maintenance remains the responsibility of the owning entity.

Damage beyond normal wear and tear caused by the using entity shall be reported promptly and addressed as outlined in Section VIII.

E. Utilities and Custodial Services

The owning entity shall generally provide utilities and routine custodial services.

Additional services required due to special or extraordinary use may be addressed by mutual agreement.

VII. Communication and Coordination

The City and District agree to:

1. Maintain regular communication between designated staff
2. Address operational issues promptly and collaboratively
3. Periodically meet to review shared use practices and emerging needs

This MOU emphasizes cooperation and problem-solving rather than rigid enforcement.

VIII. Insurance, Liability, and Indemnification

A. Insurance

Each party shall maintain insurance coverage consistent with Kansas law and its own risk management practices.

B. Responsibility for Damages

Each party shall be responsible for damages to facilities or property caused by its officers, employees, agents, participants, or invitees, except for ordinary wear and tear.

C. Indemnification

To the extent permitted by Kansas law, each party agrees to indemnify and hold harmless the other party from claims, damages, or liabilities arising out of its own negligent acts or omissions in connection with this MOU.

Nothing herein shall be construed as a waiver of sovereign or governmental immunity.

IX. Term, Review, and Amendments

A. Term

This MOU shall become effective upon execution by both parties and shall remain in effect unless terminated by either party with advance written notice of at least thirty (30) days.

B. Periodic Review

The parties agree to review this MOU every two to three (2–3) years to ensure it remains relevant and effective.

C. Amendments

This MOU may be amended by mutual written agreement of both parties. Amendments may be limited in scope and need not require a complete restatement of the MOU.

X. Non-Binding Nature

This MOU reflects the intent and understanding of the parties, but does not create a contractual obligation for funding or mandatory facility use beyond what is permitted by law and policy.

XI. Signatures

City of Abilene, Kansas

Abilene Unified School District No. 435

Brandon Rein
Mayor

Chris West
Board President

ATTEST:

ATTEST:

(Seal)

(Seal)

Shayla Mohr, CMC
City Clerk

Amanda Cornell
Clerk of the Board of Education



City Commission Meeting Date: April 13, 2026

Session:

Topic: Consider approval of a bid from Shilling Construction Co., Inc. for a 2" Mill and Overlay of Cedar Street from NW 5th Street to NW 14th Street in the amount of \$211,160.60. - Public Works Director Anderson

Department: Administration

Staff Contact:

Background: Requests for bids were sent to area contractors on March 9th, 2026, and listed on the City of Abilene website for the Local Street Project (#26-1-LSP), which includes a 2" Mill & Overlay on Cedar St. from NW 5th St. to NW 14th St.

Funding for the projects will come from the Sales Tax Street Fund (037), which is collected quarterly. Pending the actual sales tax collected, an estimated amount of \$440,000 will be collected in 2026. This year's expenditures are planned to be near \$400,000. Any Sales Tax Street Fund dollar amount collected and not used during any calendar year will be saved and used towards a larger, more in-depth local street project in the future.

Optional bid items for the street project included paint stripe markings for the length of the project and concrete leveling work around valve boxes and sewer manholes.

Results of bid pricing & estimates are as follows:

2" Mill & Overlay on Cedar St. from NW 5th St. to NW 14th St. including traffic control & mobilization

\ Distance of 3675' long and 32' wide

Schilling Construction: \$211,160.60

APAC-Kansas, Inc.: \$227,288.75

Hall Brothers Inc.: No Bid / Out of service/supply area

South Central Sealing: No Response

No other bids were received.

Optional / Alternate Bid Items for the project (Paint Stripe Markings & Concrete Leveling)

APAC: Paint Stripe Markings: \$8500

Concrete leveling around Water Valves & Manholes: \$24,106.50

Funding Source: 037 Sales Tax Street

City Attorney Review: N/A

Options:

Recommendation: Approve the bid proposal from Shilling Construction for 2” Mill & Overlay on Cedar St from NW 5th St. to NW 14th St.

Public Works will look into pricing and work options of the listed optional bid items.



Shilling Construction Co., Inc.

PO Box 1568

Manhattan, KS 66505

Contact: Eric Schwein

Phone: 785-564-1819

Email: eric@shilconst.com

Quote To:
Today's Date

Brad Anderson
April 1, 2026

Job Name:
Date of Plans:

Cedar Street Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	2" MILL AND OVERLAY	1,421.00	TONS	148.60	211,160.60
GRAND TOTAL					\$211,160.60

NOTES:

Price os for 2" Mill and Overlay of Cedar Street from NW 5th to NW 14th Streets.

Work can be completed in week. Bond is included.

We are not quoting manhole or watervale concrete adjustments, or striping. We will mill around manholes and valves. We will provide broken line tape offset of centerline for no charge.

ONLY THOSE MATERIALS AND SERVICES NOTED ABOVE ARE INCLUDED IN OUR PRICE

1. This contract proposal is made subject to the terms and conditions printed below and attached.
2. All deliveries of materials expressed or implied by this contract proposal are contingent upon our ability to purchase and receive raw materials from the manufacturer, or supplier.
3. All purchase orders and subcontracts issued by customer must incorporate this contract proposal and its terms & conditions. Where any conflicts occur between this contract proposal and the customer's purchase order or subcontract, the seller's contract proposal will govern.
4. There are no understandings, terms or conditions not fully expressed herein. There is no implied warranty or condition except the materials meet the seller's standard for the purpose intended, and the implied warranty of title to, and freedom from encumbrance upon, the products sold hereunder
5. Prices quoted do not include sales, use or other taxes, which may be applicable to this transaction unless noted.
6. TERMS: Net due on receipt. No retainage allowed.
7. Interest will be charged on all accounts over 30 days old at the rate of 1 1/2% per month.

Respectfully Submitted,
Shilling Construction Co. Inc

BY:


Eric Schwein SELLER

The signed acceptance of these conditions by the purchaser signifies a contract to purchase according to terms specified.

ACCEPTANCE: I / We hereby accept the prices and all conditions of the above specified job quoted.

FIRM: _____

DATE: _____

BY: _____

PROPOSAL and CONTRACT

To: City of Abilene Public Works
601 NW 2nd Street
Abilene, KS 67410

Effective Date: 03/31/2026
Proposal No.: 26-042
Customer's Telephone: (785) 263-3510

APAC-KANSAS, Inc. ("APAC") offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements at Cedar Street from NW 5th St. to NW 14th St.

Description of Work and Price:

Item	Measure	Unit	Unit Price	Extension
Mobilization	1.00	LS	\$ 6,400.00	\$ 6,400.00
2" Asphalt Milling- clean up and haul off	13067.00	SY	\$ 3.20	\$ 41,814.40
2" HMA Overlay- KDOT Commercial grade mix	1510.00	Tons	\$ 115.90	\$ 175,009.00
Traffic Control	1.00	LS	\$ 4,065.35	\$ 4,065.35
Base Bid Estimated Total				\$ 227,288.75
Alternates				
Alt 1-Paint stripe markings for the length of project	1.00	LS	\$ 8,500.00	\$ 8,500.00
Alt 2- Adjust Manhole and Water Valves	18.00	EA	\$ 1,339.25	\$ 24,106.50
13 Manholes, 5 Watervallves				

This quotation includes the following terms:

- Price is based on 1 mobilization. Additional mobilizations will be at \$ 1500.00 each.
- Price does not include sales tax, bonding, testing, or utility location, adjustment or relocation, new castings for the water valves or manhole lids and risers.
- Project will be scheduled for Summer 2026
- **Please Note - Sales tax will be added to the invoice total unless a PR-74 Tax Exemption Certificate is provided prior to construction.** This certificate is numbered, date sensitive, and project specific. If applicable, contact the Kansas Department of Revenue to obtain a PR-76 Project Tax Exemption Certificate Request.
- Establishing a customer account maybe required, please complete the enclosed credit application. The application must be approved before construction may begin.

Unless "Lump Sum" or "LS" appears next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC. This proposal expires thirty (30) days from the effective date of this Proposal.

Payment in full for all work performed during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our

completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Saline County, Kansas, and you waive any right to jurisdiction and venue in any other place.

If you agree to these terms, prices and conditions, please acknowledge acceptance by signing in the space provided below and returning the original to us, retaining a copy for your files. The person signing for APAC represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED:

(Firm Name)

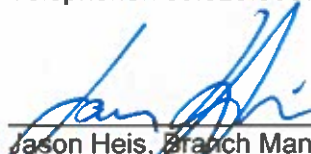
By: _____
(Name)

(Title)

(Date)



Andrew Davis, Estimator, Salina Branch
APAC-Kansas, Inc., Shears Division
PO Box 1095
Salina, KS 67402-1095
Telephone: 785.823.5537 Fax: 785.823.1615



Jason Heis, Branch Manager, Salina Branch
APAC-Kansas, Inc., Shears Division
PO Box 1095
Salina, KS 67402-1095
Telephone: 785.823.5537 Fax: 785.823.1615

Federal ID Number (FIN) or
Social Security Number – **Required**

Tax Status (Please check one):

☐ Taxable

☐ **Project Exemption Certificate** Provided by the customer to APAC prior to construction, the certificate

- specifically identifies this project,
- has a unique certificate number,
- is date sensitive, and issued by the state of Kansas

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC-Kansas, Inc., Shears Division

1600 N Lorraine St., Ste. 1

Hutchinson, KS 67501

OWNER:

(Name, legal status and address)

City of Abilene Public Works

419 N. Broadway

Salina, KS 67410

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

City of Abilene 2026 Local Street Project (#26-1-LSP) Cedar Street 2" Mill and Overlay

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April, 2026

Laura Jones

(Witness)

Jessica Ann

(Witness)

APAC-Kansas, Inc., Shears Division

(Principal)

(Seal)

(Title)

Federal Insurance Company

(Surety)

(Seal)

(Title)

Andrew Davis, Attorney-In-Fact



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 1st day of April, 2026.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tom W. CASTOR, Steven L. COLLINS, Andrew DAVIS, David W. DUNCAN, Chad A. GIRARD, Jason HEIS, James D. HENDRIX, Dean MCDANIEL, Daniel PLAKE, Michael ROUDYBUSH, Tom STIVERS, Brian N. TALIAFERRO, Ross A. WEBER, Cody WILLIAMS and Mark W. WITHERSPOON**, all of Hutchinson, Kansas, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **Any and all bid bonds issued on behalf of APAC-Kansas, Inc., Shears Division** each in a penalty not to exceed the sum of \$1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23rd day of April, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 23rd day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



City Commission Meeting Date: April 13, 2026

Session:

Topic: Consider approval of a contract with Invoice Cloud, Inc. for an electronic bill presentment and online payment system. - Finance Director Briand

Department: Administration

Staff Contact:

Background:

The City of Abilene currently utilizes Tyler Technologies for processing all utility payments; however, staff have experienced limitations in functionality, reporting, and overall user experience. As online payment usage continues to grow, there is a need to provide a more efficient, user-friendly, and flexible payment platform for both residents and staff. The city will still continue to use Tyler Technologies for in-house credit card processing.

InvoiceCloud is an online payment solution that integrates with the City's existing systems, including Tyler (INCODE) and MuniLogic, allowing for a more streamlined and modern payment experience. The platform offers expanded payment options such as credit/debit cards, e-checks, PayPal, Venmo, and automated notifications, along with enhanced reporting capabilities.

From a financial standpoint, the proposed fee structure for utilities reflects a reduction in overall processing costs when compared to the City's current provider. For example, current Tyler utility payment fees are 2% plus interchange for credit cards and \$1.50 per e-check, while InvoiceCloud offers 1.23% plus interchange for credit cards and \$0.95 per e-check. This change is expected to reduce the City's monthly processing expenses.

Additionally, InvoiceCloud provides opportunities for operational efficiencies and cost savings through features such as paperless billing. Based on conservative estimates, transitioning even 20% of customers to paperless billing could result in approximately \$4,800 in annual savings in printing and postage costs.

The platform also supports optional communication tools (text/email reminders and notifications), which can improve collection rates, reduce late payments, and enhance customer service.

Overall, the transition to InvoiceCloud is intended to reduce short and long term operational costs, modernize the City's payment systems, improve the customer experience, and provide

staff with more efficient tools for managing utility billing and payments.

Funding Source:

There are no upfront implementation costs associated with this agreement. Ongoing credit card processing fees will continue to be paid from the existing accounts: 002-024-520782 and 004-043-520782.

The proposed fee structure reflects a reduction in processing costs, decreasing from the current rate of 2% plus interchange to approximately 1.23% plus interchange for utility payments, resulting in anticipated operational savings to the City.

City Attorney Review: 4/9/2026

Options:

1. Approve the agreement with InvoiceCloud to provide online payment services for the City of Abilene.
2. Direct staff to place this item on the April 27, 2026, Regular Meeting agenda for further consideration.
3. Direct staff to continue utilizing the current provider with no changes.

Recommendation: Approve the agreement with InvoiceCloud to provide online payment services for the City of Abilene.



InvoiceCloud + Abilene

November 19th, 2025

InvoiceCloud Pricing *Confirmed Pricing*

Electronic Payment Fees – Utilities (absorbed)	
Residential Credit & Debit Cards • Visa, MasterCard, Discover, PayPal, Venmo, and American Express	1.23% + Interchange
E-Check	\$0.95 flat fee
Electronic Payment Fees – Permits/Licenses	
Residential Credit & Debit Cards • Visa, MasterCard, Discover, PayPal, Venmo, and American Express	3% with \$1.95 minimum
E-Check	\$1.50 flat fee
Monthly fee (waived if Utilities Included)	\$200/month

Tyler fees:

Utilities

- 2% + Interchange
- \$1.50 e-check

Average monthly spend with Tyler for Utilities:

Credit cards: \$2,924

E-Check: \$631

Interchange: \$1,287

Average monthly spend with InvoiceCloud for Utilities:

Credit cards: \$1,567

E-Check: \$400

Interchange: \$1,287

InvoiceCloud Pricing – additional fees

Miscellaneous Fees	
Paperless Billing (Only when a paper invoice is eliminated)	\$0.10
IVR Payment	\$0.95 surcharge
Credit Card Chargebacks/ ACH Rejects	\$10.00
Outbound Campaigns (optional)	
Monthly Minimum Spend	\$250
Per Message	Text/email per message = \$0.10 Call per minute = \$0.15

Paperless Enrollment = Savings for Abilene

BPM	Paperless %	Total Paperless	Cost/Per Bill	Monthly Savings	IC Fee Per Bill	IC Fee Total	Monthly Savings	Net Annually
2,875	9%	258.75	\$0.80	\$207.00	\$0.10	\$25.88	\$181.13	\$2,173.50
2,875	15%	431.25	\$0.80	\$345.00	\$0.10	\$43.13	\$301.88	\$3,622.50
2,875	20%	575	\$0.80	\$460.00	\$0.10	\$57.50	\$402.50	\$4,830.00
2,875	40%	1150	\$0.80	\$920.00	\$0.10	\$115.00	\$805.00	\$9,660.00

This equals **\$4,830** in print and mail savings annually.

How to maximize paperless adoption:

1. Generate confidence by allowing customers to receive E-Bills without requiring them to go paperless
2. Offer up to 3 reminders per bill
3. No required username/password to sign up for paperless
4. Enrollment options on the checkout screen

An average Invoice Cloud customer sees a 58% increase in paperless enrollment in the first twelve months. On our most conservative estimate of getting 20% of payers enrolled, Abilene would save \$402 per month from lower print and postage costs.

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Introduction

The Invoice Cloud Electronic Bill Presentment and Payment (EBPP) SaaS Platform (the Service) provides City of Abilene (Biller) and Biller's customers with inbound digital payment capabilities, such as searching for and paying invoiced and non-invoiced items with credit cards, electronic checks, and other requested payment types, in a public cloud environment that complies with PCI security standards. Invoice Cloud also provides outbound payment capabilities for insurance claims, agent commissions, and premium refund payments.

Service Summary

The business benefits and key capabilities of the Service are summarized below.

1. Compliance with Industry and Security Standards

Invoice Cloud complies with current Payment Card Industry (PCI) standards, the Cardholder Information Security Program (CISP) regulations, and National Automated Clearinghouse Association (NACHA) rules and guidelines, in order to protect the privacy and security of cardholder data.

- a. PCI DSS 4.0—Invoice Cloud's compliant storage for customer information is certified by Visa and MasterCard. Data is encrypted in-flight via SSL. All confidential information is handled in accordance with PCI standards.
- b. Software as a Service (SaaS) Architecture—The Service is architected and hosted in a secure Azure public cloud tenant, i.e., EBPP databases and servers are hosted offsite from Billers.

2. Digital Payment Capabilities

Inbound digital payment capabilities include, but are not limited to:

- a. Support for multiple payment sources like the Invoice Cloud Virtual Site for guest payments; the Invoice Cloud Customer Portal for registered users; the Invoice Cloud Biller Portal for administrators and CSRs; Interactive Voice Response (IVR) for phone call payments; Online Bank Direct (OBD), for Billers to electronically import ACH payments initiated from bank bill sites; Point of Sale (POS) terminals, for payments made at a CSR or Agent's office; and an Express Payments feature, where a customer clicks a payment link in a notification email or SMS sent by the Service.
- b. Payments can also be made when a Biller integrates EBPP web services with their CIS or core billing system portal to render Invoice Cloud payment pages via iFrame or a Redirect.
- c. Billers decide what payment sources listed above are permitted and configured. Billers decide whether to enable the Pay by Text option. And Billers decided whether to enable Paperless and Autopay billing per invoice type.
- d. Customers with registered accounts that have scheduled payments or are registered for AutoPay receive email notifications from the Service of pending payments. Once a payment is made, a payment confirmation email is sent. re

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- e. Customers with registered accounts who elect paperless billing are automatically placed back on paper billing if their email address is undeliverable. The Biller is also notified via email when email addresses are undeliverable.
- f. The Service complies with the Federal E-Signature Act for Paperless billing and AutoPay by requiring a customer to respond to a post-enrollment confirmation email for each option.
- g. The Biller can specify allowed payment types, including Credit Cards (e.g., Visa, MasterCard, American Express, and Discover), Electronic Checks (e.g., ACH, eCheck, EFT), Point of Sale (POS), PayPal (e.g., PayPal, PayPal Credit, Venmo), and more.

Outbound digital payment capabilities include:

- a. Support for distributing outbound payments, such as claims payments, agent commissions, and premium refunds for Biller. Digital payments can help Biller drive down costs associated with making these payments via paper checks.

3. Invoice Cloud Customer Portal

The Invoice Cloud Customer Portal is the UI/UX for customers with registered accounts to manage their payment options, schedule payments, search for and pay invoiced and non-invoiced items, and more. Key capabilities include:

- a. Invoices (Bills) are presented electronically in a Biller branded portal.
- b. Customers who register their accounts with Invoice Cloud receive login credentials via email. Alternatively, automatic account registration is a feature of Invoice Cloud's SAML SSO web service.
- c. Customers with registered accounts can access features such as making payments, reviewing payment history, scheduling payments, setting up AutoPay, etc. The Biller can specify the authentication method required for registration.
- d. The Biller can enable an option for customers without registered accounts to make one-time payments in a Guest Payment or "Virtual Site".
- e. The Service includes shopping cart functionality.
- f. A customer with multiple accounts, e.g., Taxes and Utility, can "link" the accounts under a single registration. Then, upon signing into the portal, they can select the account they require for a payment task.
- g. For each invoice type, a customer with a registered account can specify a default payment type.
- h. The Bill Presentment feature displays a copy of a customer's bill (PDF format) or renders a bill copy using an HTML template.
- i. Customers with registered accounts can access twenty-four (24) months of rolling account, invoice, and payment history.

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4. Invoice Cloud Biller Portal

The Invoice Cloud Biller Portal is the UI/UX where authorized Biller administrators and CSRs access reports; manage registered users; search for customers, invoices, payments, and data exchange files; manage reconciliations, the Online Bank Direct service, and outbound campaigns; initiate payments or credits; log in as a customer with the customer's authorization, and more. Key capabilities include:

- a. Users can log in as a customer with the customer's authorization and assist customers with certain actions like making a payment. An audit log is maintained on whoever assisted a customer with making a payment on their behalf and the source.
- b. Users can block future customer payments as well as restrict payment types.
- c. Users with the highest permission level can manage roles and other portal users. Role-based feature permissions ensure adherence to the principle of least privilege, i.e., users should only have access to the minimal set of features required to perform assigned work, such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates, and more.
- d. Biller can configure which administrative and request notifications are automatically sent to selected employees. This feature allows different departments to receive targeted notifications in a timely manner, including:

- ACH Reject Notifications
- Batch Close Notifications
- Daily Management Report
- File Processing Notifications
- Month End Billing Invoice
- Paperless Customer Email Bounce Daily Report
- Request System Notifications
- Status Notifications (notifications of planned outages, new features, etc.)

- e. Biller can configure and customize the handling of customer accounts and payments like:
 - Allowing AutoPay and scheduled payments
 - Allowing customers to update their phone or mailing address through the Invoice Cloud Customer Portal
 - Allowing customers to pay less or more than the balance due based on receivable type
 - Updating Refund Policy description
 - Updating customer service phone number

- f. Biller can access a selection of pre-configured reports for daily, monthly, or date range activity. Most reports can be exported to Excel files or scheduled for download as a custom report, as indicated by an asterisk (*) in the report name. All stored payment data is truncated on all reports. Available reports currently include:

- Search Customers*
- Search Invoices
- Search Payment transactions*
- Monthly Summary
- View Scheduled Payments*
- Invoice File History
- Import Errors
- Daily Payments Received*

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- | | |
|--------------------------------|------------------------------|
| • Registration Report* | • Total Outstanding Invoices |
| • AutoPay Report* | • Email Notification Summary |
| • Paperless Report* | • Email Statistics |
| • Data Synchronization History | • Email Tracking |
| • EFT/ACH Rejects* | • Bounced Email Report |

5. Email Notifications

The Service provides customizable invoice-type-specific email templates to use for activity notifications. The templates are customized in the Invoice Cloud Biller Portal using a Word style editor and support the insertion of hyperlinks (e.g., websites, electronic documents, bill inserts, etc.) and select fields included in Biller's invoice data updates.

- a. Up to three (3) email notifications can be scheduled. The first notification is based on the days since the invoice's due date. The second and third notifications are only sent to customers with outstanding balances, not those with a scheduled payment or who signed up for AutoPay.

- b. At Biller's discretion, email notifications can be delivered for any event below.

- | | |
|---|---|
| • First Invoice Email Notification | • Second Invoice Email Notification |
| • Third Invoice Email Notification | • Payment Transaction Receipt |
| • Declined AutoPay Transaction | • Late Fee Email Notification |
| • Declined Scheduled Payment Notification | • Registered Customer Welcome Email |
| • AutoPay Registration Notification | • Paperless Registration Notification |
| • ACH Reject/Chargeback Notices (with reason codes and descriptors) | • Credit Card Expiration Notification |
| • Scheduled Payment Confirmation | • AutoPay Reminder Notification |
| • Scheduled Payment Reminder | • Paperless Off Confirmation |
| • Online Bank Direct Payment Receipt | • Linked Accounts First Notice Notification |
| • Linked Accounts Second Notice Notification | • Linked Accounts Third Notice Notification |
| • AutoPay Off Confirmation | • Conveyed Customer Notification |
| • Multiple Registered Customers Welcome Email | • Recurring Scheduled Payment Confirmation |
| • Recurring Scheduled Payment Canceled | |

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6. Invoice Type Configuration

The Service provides extensive invoice type-specific customizations. Each invoice type can accept different payment types, customizations, and business rules. The invoice parameters are reviewed and finalized in the Implementation engagement.

For example, for each invoice type, Biller can:

- a. Allow partial payments, overpayments, full balance only, and late fees.
- b. Allow payments beyond the due date.
- c. Allow multiple payment types on the same invoice, even when partial payments are allowed. Credit/debit cards and eChecks (ACH) can be run separately, and unlimited remittance types can be used. For example, a customer can pay a portion of an invoice from their checking account, another portion with a Visa credit card, and the remainder with a second credit card of any type.

Service Implementation

Invoice Cloud's project management plan for Biller's Service Implementation is detailed below.

7. Project Management

Invoice Cloud adheres to PMI project management best practices. Our approach and tools include:

- a. Managing project phases with clear-cut milestones and deliverables.
- b. Using Smartsheet for collaborative project scheduling and task management.
- c. Tracking risks, actions, issues, and decisions with a RAID log.
- d. Assigning dedicated resources with the requisite experience and competencies.

8. Invoice Cloud Resources

Invoice Cloud assigns an Implementations Manager (IM) on each Implementation project. The IM is Biller's primary contact and coordinates all internal and external project stakeholders and participants according to plan. The IM also coordinates the drafting, review, update, and distribution of project artifacts, including, but not limited to:

- a. New Biller Questionnaire—documents parameters, rules, settings, and features needed to set up and initiate the Service.
- b. Project Timeline—Project schedule and milestones.
- c. Testing Plans—Any required system integration (SIT) and user acceptance test (UAT) plans.
- d. Training Plans—Required plans to train future users of the Service.

However, complex implementations are led by an Enterprise Project Manager (PM), with the Implementation Manager focused on providing subject matter expertise and configuration and onboarding management.

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If a “Custom Integration” with Biller’s CIS or core billing system is required, an Integrations Manager (INM) working closely with a Solutions Engineer (SE) leads an integration requirements discovery, design, and development effort. However, an Integrations Manager is typically not required if Biller’s CIS or core billing system is going to be integrated with Invoice Cloud’s EBPP Platform using a “Standard Integration”—a pre-built and tested integration solution. Invoice Cloud has developed and deployed many standard integrations, including Munis CIS integrations (for the government and utilities market) and a Guidewire accelerator (for the insurance market).

9. Invoice Cloud Responsibilities

Invoice Cloud responsibilities include:

- a. Project Management & Planning
 - Assign a PM or IM to oversee the Implementation engagement.
 - Develop a detailed project plan, including timelines, milestones, and resource allocation.
 - Conduct regular project status meetings and provide status reports to Biller.
- b. Solution Design & Architecture
 - Conduct a requirements analysis to understand Biller’s business requirements.
 - Architect a solution aligned with Biller’s requirements and best practices.
 - Provide a Solution Design Document (SDD) for review, revision, and approval, where applicable.
- c. Configuration & Customization
 - Configure the software according to the agreed specifications.
 - Ensure that all configurations are aligned with the solution architecture.
- d. Data Migration
 - Provide requirements and guidance to facilitate legacy data migration.
 - Make commercially reasonable efforts to ensure data quality and consistency during migration, subject to the accuracy and completeness of Biller-supplied data.
 - Test and validate the migrated data with the customer.
- e. Testing & Quality Assurance
 - Conduct system, integration, and Internal Acceptance Testing (IAT) before the Go Live Date.
 - Resolve material defects or issues identified during testing within the agreed timeline.
 - Draft User Acceptance Testing (UAT) plan.
- f. Training & Documentation
 - Provide training materials and sessions for Biller’s end-users and administrators.
 - Provide user manuals, technical documentation, and other supporting documents.
- g. Go Live Support & Post-Go Live Support
 - Provide remote support during the Go Live phase to address issues.
 - Facilitate post-Go Live support to resolve any remaining issues.

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10. Biller Responsibilities

Biller responsibilities include:

- a. Project Management, Resources & Coordination
 - Assign a project manager or primary point of contact.
 - Provide timely feedback on project plans, milestones, and deliverables.
 - Consider including Invoice Cloud and other project participants, e.g., CIS or core billing system vendor, system integrator, in planning sessions if the Service deployment is part of a broader initiative, such as a new CIS or core billing system implementation.
 - Dedicate sufficient and professionally trained personnel to support the Implementation process and its use of the Service in compliance with all applicable laws.
 - Collaborate on and agree to a joint project schedule and make commercially reasonable efforts to stay on task; Biller should endeavor to have their other vendors, e.g., system integrator, print vendor, etc., do the same.
 - Assign an empowered executive sponsor to whom issues can be escalated for resolution.
 - Biller must ensure that their other software and service providers, e.g., CIS or core billing system vendor or system integrator, provide Invoice Cloud with the information and deliverables required according to the plan to achieve the target Go Live Date.
- b. Requirements Gathering & Documentation
 - Provide clear and complete requirements, including business workflows and data requirements.
 - Review, approve, and formally sign off on solution designs and configurations provided by the vendor to confirm alignment with project requirements.
- c. Change Requests
 - Submit change requests in writing for review. All change requests are subject to evaluation for potential impacts on project scope, timeline, and costs and require formal approval before implementation, and must be memorialized by the parties in writing by completing a Change Order Form signed by both parties.
- d. Data Conversions
 - Coordinate data exports from legacy payment systems for ACH, autopay, and user registration conversions.
 - Perform necessary data cleansing and preparation for migration.
- e. Training & Change Management
 - Ensure attendance of end-users in vendor-led training sessions.
 - Ensure that internal change management efforts are in place to support user adoption.
- f. User Acceptance Testing (UAT)
 - Begin testing within a week from the initial delivery of the test platform from Invoice Cloud and make continuous efforts to complete testing.

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- Conduct UAT based on biller-supplied and Invoice Cloud-supplied test cases and report issues found to Invoice Cloud.
- Provide formal written sign-off upon successfully completing User Acceptance Testing (UAT) that the system meets agreed-upon requirements and is ready for final Go Live preparation. Note that UAT is a collaborative milestone used to validate that the configured solution meets the functional requirements agreed upon in the Solution Design Document. The parties acknowledge and agree that UAT does not create termination rights under the Biller Agreement and shall not be viewed as nor constitute a form of formal contract acceptance.

g. Go Live & Operational Readiness

- Confirm readiness for Go Live, including data migration, user access, and training completion.
- Notify Invoice Cloud no less than 30 days before any change in the agreed Go Live Date. Send any changes to the Go Live Date to InvoiceCloud in writing so changes to internal resource allocation and scheduling can be made in advance.
- Launching the Service approximately two weeks after UAT.
- Prepare internal support teams for post-Go Live support.

11. Joint Responsibilities

Joint responsibilities include:

a. Project Governance

- Establish and ensure the active participation of executive project stakeholders from the vendor and customer in the steering committee.
- Participate in joint project status meetings and reviews.

b. Scope Management

- Collaborate to manage project scope, adjusting schedule and cost based on change requests.
- Evaluate the impact of changes on timeline, cost, and resources.

c. Risk Management & Issue Resolution

- Identify potential risks to the project timeline, quality, or budget.
- Collaborate on mitigation strategies and promptly address issues as they arise.

d. Integration with Third-Party Systems

- Jointly plan and manage any required integrations with third-party applications.
- Collaborate on testing and troubleshooting of integrated systems.

These responsibilities help define clear expectations and ownership for each party involved in the Implementation project, minimizing misunderstandings and ensuring alignment of deliverables and timelines.

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12. Draft Implementation Phases and Milestones

Phase 1 – Engagement

- Project Kickoff
- Detailed Biller questionnaire
- Boarding Paperwork
- Sample Files Received
- Customer Training Overview

Phase 2 – Integration (if applicable)

- Discovery
- Integration Design
- Integration Development
- Systems Integration Testing (SIT)
- Approval and Release

Phase 3 – Implementation

- Virtual Site Configuration
- Biller User/Roles Setup
- Integration Coding
- IVR Setup
- Marketing Schedule Finalized

Phase 4 – Training & Testing

- Customer Training
- Internal Acceptance Testing (IAT)
- Customer Demonstration
- User Acceptance Testing (UAT)
- Go Live Date Confirmed

Phase 5 – Go Live Preparation

- Marketing Complete
- Customer Stakeholder Sign-off
- Production Data Loaded
- Post-Live Support Overview
- Biller Go Live!

13. Implementation-Related Fees

During Implementation, Invoice Cloud will provide access to the Service, including one (1) production and one (1) test environment, with additional environments available for an additional fee. Access to these environments is essential to many Implementation project tasks, including configuration, customization, system integration, testing, training, and other Go Live preparation tasks. In the event Biller has not gone live with the Services within the number of months set forth in the Biller Order Form, a monthly Pre Launch Hosting Fee will be assessed to continue providing these environments until the Go Live Date.

An Implementation Fee will be charged to cover the planning, configuration, integration support, testing coordination, and initial deployment services required to successfully implement the Service. This fee also covers the allocation of dedicated project resources, access to Implementation tools and environments, and delivery of best-practice onboarding tailored to Biller's requirements. The Implementation Fee will be payable as outlined in the Biller Order Form payment schedule. Work on Implementation will not begin until Invoice Cloud receives the Implementation Fee, as set forth in the Biller Order Form.

Invoice Cloud reserves the right to charge, at its standard rates as provided below, for changes and additions to an approved Implementation scope or integration design and for cases where Biller or other vendors fail to meet

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agreed-upon project schedule commitments. Fees may also be incurred for any Implementation, or post-Implementation, Biller requests, including any of the following services:

- a. Custom development and features not stated on the SOW, and change requests and modifications to existing platform functionality not stated in the SOW.
- b. Required integration of new or additional CIS or core billing systems not stated in the SOW, including future Biller replacement or upgrade of its existing complementary software system(s).
- c. Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to the Biller's specifications after the Biller has signed off on the relevant specification or the Service is in production.
- d. Custom reports, custom data extracts, and other custom export files.
- e. Data conversion not listed in the SOW, or repetitive re-loading of data due to Biller error.

Invoice Cloud's standard rates for work performed on changes or additions to Implementation or for Biller requests post-Implementation are \$250 per hour for engineering work and \$225 for consulting and project management. Invoice Cloud may charge additional fees for certain Biller requests, which shall be agreed to in writing by both parties prior to any work being performed on such requests.

14. System Integration

Appendix B details the data synchronization integration requirements between the Service and the Biller's CIS or core billing system.

This SOW does not include detailed requirements for integrating the EBPP UI/UX pages with Biller's CIS or core billing system portal. However, these will be discussed and documented during the Implementation project discovery phase. For whatever use cases are required, e.g., Biller's Customer, CSR/Agent, Administrator, etc., an Invoice Cloud Solutions Engineer will provide Biller and System Integrator developers with the API coaching and support required to leverage the required EBPP Platform UI/UX web services.

15. Support & Training

- a. Business Hours — Invoice Cloud's business hours are Monday through Friday from 8:00 AM to 8:00 PM Eastern Standard Time (EST). Note: Biller Support hours are 8:00 AM to 8:00 PM EST. Support hours for Biller's customers are 8:00 AM to 4:00 PM EST.
- b. Help Desk — The Service will provide a helpdesk ticketing system for Biller within the Invoice Cloud Biller Portal to get help from the Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. Support for Biller's Customers — Support is two-tiered, with Biller staff as the first line of support regarding account registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. Biller Support — If Biller encounters an inquiry that it cannot resolve, Biller should create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and, if applicable, provide training

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to Biller to allow the address of tickets in a timely matter, often within twenty-four (24) business hours. Technical support is available during business hours.

- Routine Technical Support — Technical Support is available during business hours. The Biller may call customer support directly; however, the helpdesk ticketing system is encouraged as the preferred contact method. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - Emergency After-Hours Support — The helpdesk service is monitored after business hours, and Invoice Cloud aims to address all emergency support issues within one (1) hour. An emergency support issue involves the system being down and inoperable and does not include payment issues. The Biller may request that an email notification be provided if the system is down and inoperable.
- e. Service Enhancements — Most enhancements do not require action on the part of Biller. Upgrades, as agreed, are done at the Invoice Cloud server level, so there are no mandatory actions for Biller. Enhancements do not affect support levels.
- f. Biller Training — Biller staff will be guided in using the system through in-house training, documentation, remote live sessions, and access to our client support team.
- All standard training will be done remotely. Invoice Cloud training includes our Customer Portal and the Invoice Cloud Biller Portal.
 - Biller's technical staff receives separate training on uploading bill files and other applicable processes.
 - Biller will receive ongoing phone and Go-To-Meeting training during the first month of use at no additional cost.

16. Marketing

Invoice Cloud provides marketing support at no charge for Billers to promote Invoice Cloud's digital payment capabilities and user experiences to Biller's customers.

Invoice Cloud's marketing team will schedule a one (1) hour conference call to review best practices for promoting the Service. Sample templates for the items below will be provided with customizations available upon request. The marketing collateral that Invoice Cloud provides may include:

- a. Bill Inserts
- b. Newsletters
- c. Envelope Teasers
- d. Pay Button Link
- e. Posters with Acrylic Stands for Payment Counters
- f. Business "take-away" cards with QR code
- g. Local cable/TV station announcement

**Invoice Cloud, Inc.
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[SIGNATURE PAGE FOLLOWS]

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Signature Page

This SOW references many products, services, and payment methods. However, only the specific products, services, and payment methods selected by City of Abilene, as outlined in the Biller Order Form, are included in the delivery.

IN WITNESS WHEREOF, the parties hereto have duly executed this SOW.

City of Abilene

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: _____

Printed Name: Kevin W. O'Brien

Title: _____

Title: Chief Executive Officer

Date: _____

Date: 11/19/2025

Appendix A – Implementation Scope and Service Modifications

Appendix B: Integration Supported Features

Modules & Features	Tyler Technologies - Incode	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Invoice Cloud FTP	As Needed
Payments	Lockbox/Payment File	Daily
AutoPay Flags	Manual via Biller Portal	As Needed
Paperless Flags	Manually via Biller Portal	As Needed
Account Balances	Adjustment/Balance File - FTP	As Needed
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As Needed
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment File
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION				
IC Sales Rep	Haley Joslin		Vertical	Local Gov (Util, Tax, Misc)
Order Date	4/9/2026		Billing Software	0011M00002OCm16QAD

BILLER INFORMATION				
Ownership Type	Government		Phone	7852632550
Full Legal Name	City of Abilene		Website URL	http://www.abilenecityhall.com
Address 1	419 N Broadway		Bus. Open Date	
Address 2			Federal Tax ID	486017973
City	Abilene		<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	KS	ZIP		

BILLER CONTACT				
Primary Contact Name	Kelsey Briand			
Phone	7852632550			
Email Address	kelsey@abilenecityhall.com			

SIGNING AUTHORITY				
Name	Brandon Rein		Title	Mayor
Phone	7852632550	Fax		
			Email Address	brandonr@abilenecityhall.com

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)				
Note: Must include voided business check or bank letter for each unique account				
Billing Method	Direct Debit			
Routing #			Last 4 Acct #	

PAYMENT METHODS ACCEPTED				
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]			

BILLER PRICING (see attached Invoice Type Parameter Sheet(s) for invoice-type-specific pricing; see also Implementation Fee Details section below for additional pricing information)**				
Description	Interval	Cost Type	Cost	
Biller Portal Access Fee	Monthly	Fixed (\$)	\$0.00	
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$10.00	
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$10.00	
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00	
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed (\$)	\$10.00	
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$10.00	
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.10	

HARDWARE				
----------	--	--	--	--

Card Reader Type		Quantity		Cost per Reader		
Card Reader				Billing Interval	Monthly	
Shipping Address (if different than location address)						

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION FEE DETAILS			
Fee Description	Interval	Cost	
Implementation Fee (as described in the SOW)	One-Time	\$	
Pre Launch Hosting Fee** Amount	Months until Pre Launch Hosting Fee Starts		
\$	6		

***Biller is responsible for paying the Pre Launch Hosting Fee Amount if the number of months listed in "Months until Pre Launch Hosting Fee Starts" elapses following the Effective Date and Biller's Go Live Date has not occurred. Once in effect, the Pre Launch Hosting Fee Amount will be charged to Biller each month until the Go Live Date occurs.*

NOTES/SPECIAL HANDLING

[SIGNATURE PAGE FOLLOWS]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement), the Statement of Work (referenced in the Biller Agreement), and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes; and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by InvoiceCloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day:

Accepted by Biller:

X

Corporate Officer/Authorized Official

Brandon Rein

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter	
Biller Pays Network Fees			Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2875	2875	2875	2875	2875	2875	2875	2875	2875	2875	2875	2875

Avg CC Transaction \$	120.00	Max Invoice \$	25,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	2875
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PRODUCTS AND SERVICES

Products and Services	[EBPP] [IVR] [ACH Migration]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal	1.23%		
All Payment Sources	ACH/EFT		\$0.95	
IVR Surcharge	All Payment Methods		\$0.95	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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BILLER ORDER FORM INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
37	37	37	37	37	37	37	37	37	37	37	37

Avg CC Transaction \$	100.00	Max Invoice \$	100,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	37
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PRODUCTS AND SERVICES

Products and Services	[Cloud Pay]
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TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
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TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	3.00 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$1.50	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000	
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BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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NOTES / SPECIAL HANDLING

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1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers that process Transactions through the Services. Unless otherwise expressly agreed to in writing by the parties, Invoice Cloud will process all Biller's Customers' Payment Instrument Transactions that are initiated through the Services and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form. Notwithstanding the foregoing, Biller may continue to utilize the services of Tyler Technologies, Inc., or any successor system or alternative provider selected by Biller, for in-person or physically tendered payments, including but not limited to payments made via mail or the Biller's drive-thru, lobby, or drop box. Nothing herein shall restrict Biller's ability to accept, process, or deposit physical checks or other non-electronic payments through Biller's depository bank or financial institution.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary,

Biller Agreement

confidential, or private (the “Confidential Information”). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law. The parties acknowledge that Biller is a public entity subject to the Kansas Open Records Act, K.S.A. 45-215, *et seq.*, (“KORA”). To the extent permitted by KORA, in the event that records required to be disclosed by Biller under KORA contain Invoice Cloud’s Confidential Information or trade secrets, Biller shall: (i) provide Invoice Cloud with prompt written notice of the disclosure request; and (ii) afford Invoice Cloud a reasonable opportunity to assert, at its sole cost, any applicable exemptions from disclosure under KORA, including but not limited to exemptions for trade secrets and confidential commercial or financial information, and/or seek protective legal treatment for such Confidential Information or trade secrets as necessary prior to the disclosure of the requested records. Nothing in this Agreement is intended to require Biller to act in violation of KORA.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller’s bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date (“Initial Term”), and will automatically renew for each of additional successive one (1) year terms (“Renewal Term”) unless terminated as set forth herein. “Term” as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller’s password and access will be disabled and Biller will be obligated to pay the balance due on Biller’s account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller’s Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the “Statement of Work”), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud’s processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller’s Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller’s accounts and shall abide by all applicable laws, and regulations in connection with Biller’s

Biller Agreement

and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller and Biller's employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

Biller Agreement

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (i) the state courts located in Dickinson County, Kansas, and (ii) the United States District Court for the District of Kansas, for any action or proceeding arising out of or relating to this Agreement, and waives any objection to venue or inconvenient forum therein. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and

(b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall

Biller Agreement

Rev 5.1.5

The complete Biller Agreement includes the Biller Order Form, the Biller T+C and this Agreement

Biller Agreement

survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the “Biller T+C”) and are agreed to by Invoice Cloud and the Biller.

(c) Notwithstanding any provision to the contrary, Biller’s obligations under this Agreement are subject to annual appropriation of funds by the governing body of the City of Abilene, Kansas in accordance with Kansas cash-basis and budget laws. In the event sufficient funds are not appropriated for any fiscal year, Biller shall provide prompt written notice to Invoice Cloud of the insufficient appropriation. Following such notice, Biller may terminate this Agreement without penalty upon written notice to Invoice Cloud, with such termination effective as of the last day of the fiscal period for which sufficient funds were appropriated, or whenever funds appropriated for payment under this Agreement are exhausted. Biller shall not be obligated to make any payments beyond funds lawfully appropriated and made available for this purpose, and Invoice Cloud shall have no obligation to provide, and may suspend or terminate, the Services (in whole or in part), if and to the extent such funds are not appropriated or are no longer available.



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Review and Discussion of a Memorandum of Understanding with Dickinson County for Emergency Sheltering at Sterl Hall - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: The City of Abilene does not currently have a formally designated warming center, cooling center, or emergency shelter. City staff is in the process of developing a city-specific Emergency Operations Plan (EOP). Until that plan is completed and approved by the City Commission, the City operates under the Dickinson County Emergency Operations Plan, which the Commission has adopted by reference. Under the County EOP, emergency sheltering and mass care are county-led functions, with Dickinson County Emergency Management responsible for determining the need for shelters, coordinating activation, and working with partners such as the American Red Cross. Municipalities are expected to support these efforts when requested, which may include making facilities available.

In recent discussions with the Dickinson County Administrator and Emergency Manager, there has been a shared interest in strengthening local emergency preparedness through increased collaboration, a shared focus on community needs, and a willingness to formalize roles and expectations. As part of these discussions, staff explored the designation of Sterl Hall, a county-owned facility, as a potential emergency shelter to serve the City of Abilene.

City and County staff worked collaboratively to develop the attached draft Memorandum of Understanding (MOU), which outlines the use of Sterl Hall as a temporary emergency shelter during disaster or emergency events. The draft MOU addresses key elements such as activation procedures, roles and responsibilities, facility use, staffing (including the use of non-governmental organizations), and coordination with County Emergency Management. It is intended to align with applicable guidance from the Kansas Division of Emergency Management (KDEM) and FEMA, and to serve as a foundation for developing a shelter Standard Operating Procedure (SOP) that can be incorporated into the City's emergency planning framework.

This MOU is still a work in progress. Staff is presenting the draft to the City Commission at this time to obtain feedback and direction prior to finalizing the agreement in coordination with Dickinson County. Following Commission input, the finalized MOU (or interlocal agreement, as determined appropriate) will be brought back to the respective governing bodies for formal consideration.

Additional related efforts discussed with County Emergency Management include providing shelter standards and guidance, as well as coordinating training opportunities to support emergency preparedness and response capabilities. These include ICS 200, which covers Incident Command System (ICS) fundamentals and focuses on operating within a single incident or event, including roles, responsibilities, and basic resource management for City staff; and ICS 300, an intermediate-level course for Department Directors that emphasizes incident management, resource coordination, and the application of ICS principles in more complex or multi-agency situations.

Funding Source: N/A

City Attorney Review: TBD

Options: For review and discussion

Recommendation: For review and discussion

MEMORANDUM OF UNDERSTANDING (MOU)
Emergency Sheltering at Sterl Hall
Between the City of Abilene, Kansas and Dickinson County, Kansas

This Memorandum of Understanding (“MOU”) is entered into by and between Dickinson County, Kansas (“County”), and the City of Abilene, Kansas (“City”).

1. Purpose

The purpose of this MOU is to establish roles, responsibilities, and procedures for using Sterl Hall as a temporary general population emergency shelter for persons displaced or impacted by disasters/emergencies affecting the City of Abilene.

3. Authorities and Coordination Framework

A. The Parties intend this MOU to support local emergency operations and mass care/sheltering activities and to be implemented consistent with applicable federal, state, and local laws, including Kansas emergency management authorities for local disaster emergencies.

B. Nothing in this MOU is intended to limit either Party’s ability to request or provide assistance under other mutual aid mechanisms or agreements.

4. Facility and Use

A. Facility: Sterl Hall, 601 N Rogers, Abilene, Kansas (“Facility”).

B. Facility Owner: Dickinson County, Kansas.

C. Maximum Occupancy: Up to 250 shelter occupants, subject to Fire Code, available staffing, and safe operation, as determined by the Shelter Manager in coordination with the County Facility Representative.

D. Facility Features: Commercial kitchen; showers/restrooms.

E. Permitted Use: Temporary congregate sheltering, registration/intake, feeding/serving, hygiene support, and related mass care functions consistent with this MOU.

F. Population Scope and Limitations. This Facility is intended for general population sheltering only and is not equipped for medical, behavioral health, or functional needs populations requiring specialized care. The City does not provide medical care or specialized supervision at this Facility, and individuals requiring such services may be referred to appropriate resources.

FG. No Charge: The County will make the Facility available to the City for sheltering at no charge during activations under this MOU.

5. Term and Review

A. Term: This MOU is effective upon the date of last signature and remains in effect for three (3) years, unless terminated earlier under Section 17.

B. Annual Review: The Parties will review points of contact and exhibits annually (recommended each spring).

6. Activation and Demobilization

A. Request to Activate: The Abilene City Manager (or designee) may request activation (opening) of the Facility as a shelter.

~~Activation requires approval by Dickinson County Emergency Management (“County EM”) or the Dickinson County Administrator (or designee), based on Facility availability, safety, and operational feasibility.~~ Activation requires approval by Dickinson County Emergency Management (“County EM”) or the Dickinson County Administrator (or designee), based on Facility availability, safety, and operational feasibility. County EM will make reasonable efforts to respond within one (1) hour. Pre-authorization may be granted during declared emergencies. Approval shall not be unreasonably withheld during a declared local emergency, provided the Facility is structurally safe and available. In exigent circumstances, the City Manager may initiate activation with immediate notice to County EM.

C. Notification: Upon approval, the Parties will confirm: opening time, reporting instructions for staff, initial resource needs, and public messaging.

D. Demobilization/Closure: The Shelter Manager will coordinate closure with the City Manager (or designee) and County EM/County Administrator (or designee). Closure includes restoration steps in Section 12.

7. Shelter Management and Staffing

A. Shelter Manager: The City will designate a Shelter Manager for each activation. The Shelter Manager may be a City employee or a City-coordinated nonprofit partner.

B. Staffing: The City will coordinate staffing through City-coordinated nonprofit partners, including intake/registration, dorm supervision, feeding/serving operations, client support, and general operations.

C. County Facility Representative (Primary/Support):

1. Primary: County EM will serve as the primary County Facility Representative for operational coordination and facility access decisions.
2. Support: County Facilities/Maintenance will support County EM as needed for building systems, custodial coordination, repairs, and restoration.

8. Security and Access Control

~~The City of Abilene will provide security and access control (including overnight security if the shelter operates overnight).~~ The City will coordinate reasonable security and access control measures based on available resources and operational needs. Such measures may include law enforcement presence, contracted security, or other appropriate strategies. The City does not guarantee continuous or dedicated on-site law enforcement staffing. Security services are provided on a reasonable-efforts basis and do not create a duty to ensure the safety or security of any individual. The City shall not be responsible for criminal acts of third parties.

B. Coordination: Security personnel will coordinate with the Shelter Manager for operational needs and with County EM regarding restricted areas and facility protection.

C. Rules Enforcement: The Shelter Manager will establish and enforce shelter rules in a consistent and non-discriminatory manner, with security support as needed.

9. Kitchen Use (Warming/Serving Only)

A. Authorized Use: The commercial kitchen is authorized for warming and serving only; no full cooking/food preparation unless expressly approved in writing for that activation by County EM (or County Administrator/County EM designee).

B. Food Service Supplies: The City/nonprofit partners will provide food, disposable service items, and routine consumables (unless otherwise agreed during an activation).

C. Sanitation: The City/nonprofit partners will maintain sanitation and cleaning of kitchen/serving areas during operations and complete post-closure cleaning per Section 12.

10. Showers and Minors

A. Showers: Shower access may be provided as operationally feasible. The Shelter Manager will establish shower hours and basic safety rules and ensure routine cleaning during operations.

B. Minors: Minors must be accompanied by an adult to receive sheltering services at the Facility, unless otherwise directed by law enforcement or child welfare authorities under applicable law.

11. Service Animals Only / Pets

A. Service Animals: Service animals accompanying individuals with disabilities are permitted.

B. Household Pets: Household pets are not permitted in the shelter. The City will coordinate separate pet sheltering or provide public guidance as available.

12. Facility Condition, Cleaning, and Restoration

A. Pre-Occupancy Condition Check: At opening, the Shelter Manager (or designee) and County EM (or designee) will complete a walkthrough and document baseline conditions (photos encouraged).

B. During Operations: The City/nonprofit partners will maintain reasonable cleanliness in dormitory, restrooms/showers, and common areas and follow posted facility rules.

C. Post-Occupancy Restoration: Upon closure, the City/nonprofit partners will ensure:

- Trash removal and return of moved furniture/equipment (unless otherwise agreed)
- Cleaning of dorm/common areas, restrooms, shower areas, and serving areas
- Reporting of any damage or maintenance issues to County EM

D. Damage Documentation: The Parties will document damages with photos and written notes and will meet within a reasonable time after closure to confirm restoration needs.

The City shall not be responsible for pre-existing conditions or latent defects in the Facility.

E. Facility Conditions and Limitations. The City shall not be responsible for latent defects, pre-existing conditions not documented during the pre-occupancy inspection, or failures of building systems.

13. Costs and Reimbursement

A. No Facility Charge: The County will not charge the City a facility use fee for activations.

B. Operational Costs: Unless otherwise agreed in writing for a specific activation, the City is responsible for staffing and routine shelter supplies (e.g., ~~costs~~/blankets, consumables, hygiene items, food service disposables).

C. Extraordinary Costs/Damage: ~~The Parties may document extraordinary costs and damages associated with shelter operations and address reimbursement through a written post-incident agreement or other lawful process, as applicable.~~ Extraordinary costs shall mean documented, non-routine repairs or expenses directly attributable to shelter operations and

beyond normal wear and tear. Routine wear and tear associated with normal shelter operations shall not be considered damage.

Any extraordinary costs or damages must be documented and mutually verified by both Parties following demobilization.

Any reimbursement obligation shall be subject to a written agreement approved by the City Manager (or designee) and shall be limited to those costs expressly agreed upon in writing.

14. Communications and Public Information

A. Public Messaging: The City will lead public messaging regarding shelter opening/closing for Abilene residents, coordinating with the County as appropriate.

B. Coordination: The Parties will coordinate consistent messaging and points of contact during activations.

15. Insurance and Liability (Counsel Review Recommended)

A. Each Party is responsible for its own acts and omissions and those of its officers, employees, and agents, to the extent provided by law.

B. The Parties acknowledge Kansas laws providing certain protections related to emergency management activities and sheltering premises under specified circumstances.

C. Nothing in this MOU is intended to create third-party beneficiary rights.

D. Indemnification. To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its officers, employees, and agents, from and against any and all claims, damages, losses, and expenses arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying Party or its officers, employees, agents, or contractors in the performance of this MOU.

E. No Assumption of Premises Liability. Nothing in this MOU shall be construed as the City assuming ownership, control, or responsibility for the structural condition of the Facility or as an assumption of premises liability by the City.

F. Nonprofit/Volunteer Coverage. The Parties acknowledge that the City may utilize nonprofit organizations and volunteers to assist with shelter operations. Such entities shall be considered agents of the City for purposes of this MOU only to the extent of their authorized activities, and the City shall not be responsible for acts or omissions outside the scope of such authorization.

G. Each Party shall maintain any insurance coverage required by Kansas law for its respective operations under this MOU. The City shall require any nonprofit partners or contractors providing services under this MOU to maintain appropriate liability coverage consistent with their activities, to the extent reasonably available.

16. Recordkeeping and After-Action Review

A. The Shelter Manager will maintain basic operational records for each activation (opening/closing time, estimated occupancy, incident logs, and notable issues).

B. The Parties will conduct an after-action review within a reasonable time after demobilization.

17. Termination

A. Either Party may terminate this MOU with 30 days written notice to the other Party.

B. Either Party may suspend or terminate this MOU immediately for safety reasons or if continued operation is not feasible; the Parties will coordinate orderly demobilization.

C. Demobilization During Active Operations. In the event of termination during an active shelter operation, the Parties shall coordinate an orderly demobilization as promptly as practicable, with due consideration for the safety and welfare of shelter occupants. Termination shall not require immediate cessation of shelter operations where doing so would create a risk to occupant safety, unless continued use of the Facility poses an immediate threat to life, safety, or structural integrity.

18. Points of Contact

County (Primary Facility Rep): Dickinson County Emergency Management (County EM)

County (Signatory): Dickinson County Administrator

City (Signatory): Abilene City Manager

(Insert names, phone numbers, and 24/7 contacts in final.)

19. Signatures

IN WITNESS WHEREOF, the Parties have executed this MOU by their authorized representatives.

Dickinson County, Kansas

By: _____ Date: _____

Name/Title: County Administrator

City of Abilene, Kansas

By: _____ Date: _____

Name/Title: City Manager

DRAFT

EXHIBITS (A–F)

The following Exhibits are incorporated by reference into the MOU (Emergency Sheltering at Sterl Hall) between the City of Abilene, Kansas, and Dickinson County, Kansas.

DRAFT

Exhibit A — Facility Use Plan (Sterl Hall)

Facility: Sterl Hall, 601 N Roger, Abilene, KS

Owner: Dickinson County, KS

Maximum Occupancy: Up to 250 shelter occupants, subject to Fire Code, available staffing, and safe operation.

A1. Areas Approved for Shelter Use

- Registration/Intake Area: (to be identified at opening based on layout)
- Dormitory/Sleeping Areas: (identify rooms/areas used for sleeping)
- Feeding/Serving Area: (dining/serving space)
- Kitchen (Warming/Serving Only): commercial kitchen (see Exhibit B)
- Restrooms and Showers: (see Exhibit C)
- Staff/Volunteers Work Area: (optional)
- Storage/Staging Area: for cots/blankets/consumables (optional)

A2. Restricted Areas (Not Authorized Without County EM Approval)

- Mechanical/electrical rooms
- Maintenance closets and locked storage
- Any area posted “Employees Only,” “Authorized Personnel Only,” or secured by County
- Any area identified by County EM/Facilities as unsafe or out of service

A3. Access, Keys, and Building Control

Primary County Facility Representative: Dickinson County Emergency Management (County EM)

Support: County Facilities/Maintenance

Keys/badges/alarm procedures: (insert site-specific procedure)

Shelter staff shall not duplicate keys or prop secured doors open except as needed for safe egress and controlled entry.

A4. Capacity Management and Safety Controls

- Shelter Manager will monitor occupancy and ensure aisles/exits remain clear.

- County EM may restrict or suspend use of any area (including kitchen/showers) if conditions are unsafe or exceed building systems capacity.

A5. Smoking/Vaping/Alcohol/Controlled Substances

- Smoking/vaping only in designated outdoor areas (if any); no indoor smoking/vaping.
- Alcohol and illegal drugs prohibited on site.

DRAFT

Exhibit B — Kitchen Warming/Serving SOP & Cleaning Checklist

Kitchen Use Level: Warming and serving only (no full cooking/food preparation unless approved in writing for the activation by County EM).

B1. Permitted Activities

- Reheating commercially prepared foods or pre-cooked items
- Hot holding / cold holding and serving
- Dishwashing and sanitation for service operations
- Ice/water distribution (as available)

B2. Prohibited Activities (Unless Written Approval Granted by County EM)

- Raw food preparation (meat/produce prep)
- Frying, grilling, or other full cooking operations
- Use of equipment not necessary for warming/serving if it increases risk (as determined by County EM/Facilities)

B3. Who Provides What (Default)

- City/Nonprofit partners provide: food, disposable trays/utensils/cups, gloves, hair restraints (if used), basic cleaning supplies for operational wipe-downs (unless otherwise agreed).
- County provides: access to designated appliances/space as approved; existing fixed equipment in “as-is” condition.

B4. Operational Rules

- Only authorized kitchen workers may enter kitchen areas.
- Keep exits and fire suppression access clear.
- Report equipment malfunction immediately to Shelter Manager and County EM.

B5. Cleaning Checklist (Minimum)

During operations (each meal period):

- Wipe and sanitize food contact surfaces
- Remove trash to designated collection point
- Spot-clean spills immediately

End of day / prior to demobilization:

- Clean/sanitize counters, serving lines, sinks
- Sweep and mop floors
- Empty trash; replace liners
- Ensure appliances are off (except as needed for safe food holding) and area secured

Closeout:

- Final walkthrough with County EM/Facilities; note any damage or needed maintenance.

DRAFT

Exhibit C — Showers/Hygiene SOP & Cleaning Checklist

C1. Shower Access Rules

- Shower access provided as operationally feasible based on staffing and supplies.
- Minors must be accompanied by an adult for shower use and shelter services (unless otherwise directed by law enforcement/child welfare).
- Shelter Manager will set shower hours and any scheduling (e.g., sign-up) to prevent crowding.

C2. Safety Controls

- Post “wet floor” signage as needed.
- Maintain a basic slip/fall prevention posture (mats if available; prompt spill response).
- Report any plumbing/electrical issues immediately to Shelter Manager and County EM.

C3. Hygiene Supplies (Default)

- City/nonprofit partners provide hygiene kits/soap/shampoo/towels as available.
- County provides fixtures and normal facility supplies “as-is” unless otherwise agreed.

C4. Cleaning Checklist (Minimum)

Every operational period (at least daily):

- Clean and disinfect shower surfaces and restroom fixtures
- Refill soap/paper products if provided
- Remove trash
- Check for leaks, clogs, or hazards

Closeout:

- Deep clean of showers/restrooms used
- Report any damages or maintenance needs to County EM/Facilities

Exhibit D — Pre/Post Inspection Form (with Photo Log Prompts)

Activation Name/Incident: _____

Date/Time Opened: _____ Date/Time Closed: _____

Shelter Manager: _____

County EM Representative: _____

Facilities/Maintenance (if present): _____

D1. Pre-Occupancy Checklist (Initial Condition)

- Doors/locks/windows intact
- Floors/walls/ceilings (note existing damage)
- Restrooms/showers condition
- Kitchen/serving area condition
- Furniture/equipment present and condition
- HVAC status (if known)
- Notes: _____

Photos Taken (Y/N): ____

Photo locations: entry, dorm areas, kitchen, restrooms/showers, any pre-existing damage.

D2. Post-Occupancy Checklist (Restoration Verification)

- Trash removed
- Furniture/equipment returned
- Floors cleaned; spills addressed
- Kitchen/serving areas cleaned (per Exhibit B)
- Restrooms/showers cleaned (per Exhibit C)
- Damage noted and documented
- Keys returned / building secured / alarms set per procedure

Photos Taken (Y/N): ____

Damage Summary (if any): _____

Estimated follow-up needed: _____

Sign-off (Shelter Manager): _____ Date: ____

Sign-off (County EM): _____ Date: ____

DRAFT

Exhibit E — Shelter Rules (Sterl Hall)

E1. General Conduct

- Treat others with respect; harassment, intimidation, or threats are not allowed.
- Follow instructions from the Shelter Manager and security personnel.
- Keep walkways, exits, and fire lanes clear at all times.

E2. Safety and Prohibited Items/Behaviors

- No illegal drugs; no alcohol.
- Smoking/vaping only in designated outdoor areas (if any); not permitted indoors.
- Do not tamper with fire alarms, extinguishers, suppression systems, or building controls.

E3. Weapons Policy (Specific Statement)

Weapons are prohibited inside Sterl Hall while it is operating as an emergency shelter.

This includes, but is not limited to:

- Firearms (handguns, rifles, shotguns), whether loaded or unloaded
- Ammunition and magazines
- Knives (other than small folding/pocket knives with blades 3 inches or less)
- Tasers/stun guns
- Pepper spray/mace and similar chemical sprays
- Clubs/batons, brass knuckles, and any item used or intended as a weapon

Exceptions:

- On-duty law enforcement officers and other on-duty public safety personnel acting within the scope of their official duties.
- Any other exception must be approved by the Shelter Manager in consultation with City security/law enforcement.

Enforcement:

- Prohibited weapons must be removed from the Facility immediately.
- Failure to comply may result in removal from the shelter and/or law enforcement action.

E4. Service Animals Only

- Service animals accompanying individuals with disabilities are permitted.
- Household pets are not permitted in the shelter.

E5. Minors

- Minors must be accompanied by an adult to receive shelter services at the Facility.

E6. Privacy / Courtesy

- Respect privacy and personal space.
- Photography/recording: only with Shelter Manager approval and never in restrooms/showers.

E7. Compliance

- Failure to comply with shelter rules may result in removal from the shelter, subject to coordination with security/law enforcement and consideration of safety and welfare.

Exhibit F — Activation Checklist & Initial Supply List

F1. Activation Call-Down (Suggested)

- 1) City Manager requests activation to County EM
- 2) County EM confirms Facility availability/safety; approves activation
- 3) City designates Shelter Manager; confirms security staffing
- 4) County EM coordinates facility access with Facilities/Maintenance as needed
- 5) City initiates public messaging and staff reporting instructions
- 6) Shelter opens; begin registration/intake; establish operational period schedule

F2. Day-One Setup Checklist (Suggested)

- Establish registration/intake station
- Post shelter rules (Exhibit E)
- Identify dorm areas and set cot spacing/layout
- Confirm restroom/shower access plan and cleaning schedule
- Confirm kitchen warming/serving plan (Exhibit B)
- Establish security access control point(s)
- Identify an area for basic first aid supplies and incident reporting (as feasible).

F3. Initial Supply List (Baseline)

City/nonprofit partners typically provide unless otherwise agreed:

- Registration: forms, pens, wristbands/ID method (if used)
- Cots/blankets, pillows (as available)
- Hygiene kits; towels (if showers are used)
- Cleaning supplies; trash bags; gloves
- Food service disposables; coolers; water; basic meals/snacks
- Basic signage (rules, directions, hours)
- Charging station/power strips (if safe/approved)
- Radio/cell phone charging and contact roster

DRAFT

ADDED CLAUSES (Track Changes Style):

Routine wear and tear associated with normal shelter operations shall not be considered damage.

The Shelter Manager is responsible for registration, staffing coordination, shift scheduling, and incident logs.

DRAFT



City Commission Meeting Date: April 13, 2026

Session: Regular

Topic: Review and Discussion of Existing Fairgrounds Agreement and Proposed Facility Management Agreement with CKFFA. - Interim City Manager Quinday

Department: Administration

Staff Contact: Jon Quinday, Interim City Manager

Background: The City and the Central Kansas Free Fair Association (CKFFA) operate under agreements dating back to 1991 and 1996 governing the use of City-owned fairgrounds property. The 1991 easement granted CKFFA use of certain tracts for fair-related purposes, while the 1996 agreement expanded use to include facilities such as the stadium and outlined certain City responsibilities, including stadium maintenance and support services during the fair.

Over time, operations at the fairgrounds have evolved beyond the scope of these agreements. While CKFFA continues to successfully operate the Central Kansas Free Fair, the facility has become a year-round, multi-use asset. City staff now provide services beyond those originally contemplated, including maintenance, mowing, utilities, and operational support. Increased use of the stadium and other facilities outside fair week has also created uncertainty regarding scheduling, revenue, and maintenance responsibilities.

The City recognizes the Central Kansas Free Fair as a valued community event and acknowledges CKFFA's significant investment in buildings and improvements at the fairgrounds. While the City owns the underlying property and the stadium, CKFFA owns many of the structures located on the site. This shared arrangement has contributed to the fair's success but has also created complexity that is not fully addressed in the existing agreements, particularly given the facility's expanded, year-round use.

To address these issues, staff developed a proposed Fairgrounds Facility Management Agreement to clarify roles, responsibilities, and financial expectations. The agreement does not reduce CKFFA's fair-related revenue. CKFFA would retain one hundred percent (100%) of all revenue generated during the fair, as well as during the two weeks before and two weeks after the fair. CKFFA would also be delegated the authority to manage and operate the facility year-round, including scheduling events and coordinating rentals, allowing for additional revenue opportunities outside the fair period.

The proposed agreement introduces cost sharing only for activities occurring outside the defined fair period. The 1996 agreement does not address the expanded, year-round use of the facility

that has developed over time. Under the proposal, revenue generated outside the fair timeframe would be shared with the City to help offset ongoing public costs, including maintenance of the stadium and grounds, capital improvements, mowing of the carnival grounds, and utilities such as water that have historically been provided without charge. This approach ensures CKFFA retains all fair-related revenue while establishing a more equitable structure for year-round operations.

CKFFA provided an alternative 99-year agreement that exerts greater control over facility use and revenues but does not include a comparable cost-sharing structure or clearly define responsibility for maintenance, utilities, and capital improvements. From the City's perspective, this creates concerns regarding long-term financial sustainability, continued reliance on City resources without cost recovery, and a lack of clarity in roles, oversight, and accountability.

Until a new agreement is executed, staff will administer the 1996 agreement in accordance with its terms. City services will be limited to those expressly identified in that agreement. Accordingly, services historically provided outside its scope—such as routine mowing of CKFFA-owned carnival grounds, provision of water without charge, and cleanup of livestock manure and hay from City streets outside the fair period—will be discontinued.

Staff will continue to work collaboratively with CKFFA to develop an updated agreement that reflects current operations and establishes a clear, sustainable framework for management of the fairgrounds.

Funding Source: General Fund

City Attorney Review: 11/18/2025

Options: 1. Direct staff to continue working with CKFFA to develop an updated agreement that reflects current operations and establishes a clear, sustainable framework for management of the fairgrounds for City Commission consideration

2. Direct staff to discontinue negotiation of an updated agreement and to follow the 1996 Agreement as executed.

Recommendation: Direct staff to continue working with CKFFA to develop an updated agreement that reflects current operations and establishes a clear, sustainable framework for management of the fairgrounds for City Commission consideration

Bill

2/26/96

This is the
agreement w/
CK FFA.

Mark

EASEMENT

S AGREEMENT is made this 12th day of December, 1991, by and between the Central Kansas Free Fair Association, an incorporated association, as Fair Association, and the City of Abilene, Kansas, a municipal corporation, as City.

WHEREAS, Fair Association desire to acquire the right to construct and use fair facilities upon a certain parcel(s) or land located in Dickinson County, Kansas, and City, owner of said land, is agreeable to granting to Fair Association, the necessary easement, subject to the conditions and restrictions hereinafter mentioned;

THEREFORE, City, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, together with other consideration hereinafter expressed, hereby grants to Fair Association successors and assigns, the right to construct, and use fair facilities upon the following described real property located in Dickinson County, Kansas, to-wit:

Livestock Barn, Tract 1

A tract of land located in the Southeast Quarter (SE 1/4) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas. Described as beginning at a point which is 29.45 feet West of the center line of Rogers Avenue and 1291.1 feet North of the North line of N.W. 4th; thence North 140 feet; thence East 340 feet; thence South 472 feet; thence West 178 feet; thence North 332 feet; thence West 162 feet to the point of beginning.

Horse Barns, Tract 2

Also a tract of land described as beginning at a point which is 1431.1 feet North of the North line of N.W. 4th Street and 426 feet East of the center line of Rogers Avenue; thence East 182 feet; thence South 100 feet; thence Southwest 345 feet; thence West 70 feet; thence North 430 feet to the point of beginning.

Rodeo Ground, Tract 3

A tract of ground described as beginning at a point 976 feet north and 496 feet east of the intersection of the north line of N.W. 4th Street and the center line of Rogers Avenue, thence East 200 feet, thence South 400 feet, thence West 200 feet, thence North 400 feet to the point of beginning, except that part of the foregoing described tract which is part of the fenced in portion of the City's 4-diamond baseball complex and extension of said complex. Rogers Park Addition to Abilene, Kansas located in the Southeast Quarter (SE 1/4) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas.

Food Stands, Tract 5

A tract of land described as beginning at a point which is 870 feet North and 270 feet East of the intersection of the North line of N.W. 4th Street and the center line of Rogers Avenue; thence East 80 feet; thence South 150 feet; thence West 80 feet; thence North 150 feet to the point of beginning, all in the City of Abilene, Dickinson County, Kansas.

It is further agreed by the City that Fair Association shall have use of tracts 1,2,3, & 5, as provided herein, for fair purposes, for so long as Fair Association conducts the Central Kansas Free Fair.

It is further agreed by City that the following described tracts shall be available to the Fair Association for rodeo related uses during the Central Kansas Free Fair.

Rodeo livestock/parking area, Tract #6

A tract of land described as beginning at a point which is 881 feet North and 696 feet East of the intersection of the North line of N.W. 4th Street and the centerline of Rogers Avenue; thence East 436 feet to cable fence; thence south 240 feet, thence clockwise on a curve whose radius of curvation is approximately 310 feet to a point on the curve that is 182 feet West and 305 feet South of the point of beginning, except that part of the foregoing described tract which is part of the fenced in portion of the city's 4-diamond baseball complex and extensions of said complex, all in the City of Abilene, Dickinson County, Kansas.

Horse Barn/parking area, Tract #7

A tract of land generally described as being bounded; on the West by Tract 2; on the South by Tract 3; on the East by the fenced in portion of the City's 4-diamond ball complex; on the North by the South curb line of Northwest Eighth Street.

It is further agreed by the City that the Fair Association shall have use of tracts 6 & 7 for parking, rodeo, and fair related purposes, for so long as the Fair Association shall conduct the Central Kansas Free Fair. Said use shall be limited to the period of the Fair and for a period of two weeks prior and one week following said Fair. City also agrees that tracts 6 & 7 will not be utilized for other permanent public facilities for so long as they may be required for fair related uses.

It is further agreed by the City that the Fair Association shall have use of the following described tract for parking purposes and fair displays as long as said tract shall remain undeveloped or not required by the City for other purposes.

Parking area south of Sterl Hall, Tract 4

A tract of land described as beginning at a point which is on the North line of N.W. 4th Street and 33 feet East of the center line of Rogers Avenue; thence North 669 feet; thence East 187.5 feet; thence South 669 feet; thence West 187.5 feet to the point of beginning, all in the City of Abilene, Dickinson County, Kansas.

It is understood that the easement for tract # 4 shall be for a period of five years. Thereafter, so long as neither party is in default, this provision will renew itself without further documentation for successive five year terms unless either party provides 90 days notice of intent to terminate said agreement.

It is understood and agreed by the parties, that Fair Association shall be solely responsible for the maintenance of all existing or future improvements on the above described property; that said facilities will be constructed in accordance with city codes and maintained in an aesthetically pleasing condition.

It is understood and agreed by the parties that City retains the right to use the above described real property and improvements in any manner not inconsistent with the purposes of this easement.

It is understood and agreed by the parties that Fair Association shall consult with City concerning improvements to the above described real property, and shall, so far as practicable, construct such improvements in a manner to allow maximum use of said property by City.

IN WITNESS WHEREOF, the parties have executed this agreement
on the above date:

CENTRAL KANSAS FREE FAIR ASSOCIATION

BY: *Jay Jepsen*

ATTEST:

Dorothy Derrick
Secretary

CITY OF ABILENE, KANSAS

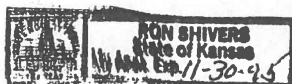
BY: *William H. Peterson*



STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED, that on this 12th day of
December, 1991, before me, the undersigned, a Notary
Public in and for the county and state aforesaid came
Gary Lafert, President, and Dorothy Derrick
Secretary, of the Central Kansas Free Fair Association, an
incorporated Association, who are personally know to me to be such
officers, and who are personally know to me to be the same persons
who executed, as such officers, the within instrument of writing on
behalf of said incorporated association, and such persons duly
acknowledged the execution of the same to be the act and deed of
said incorporated association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

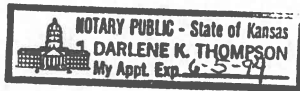


Ron Shivers
Notary Public

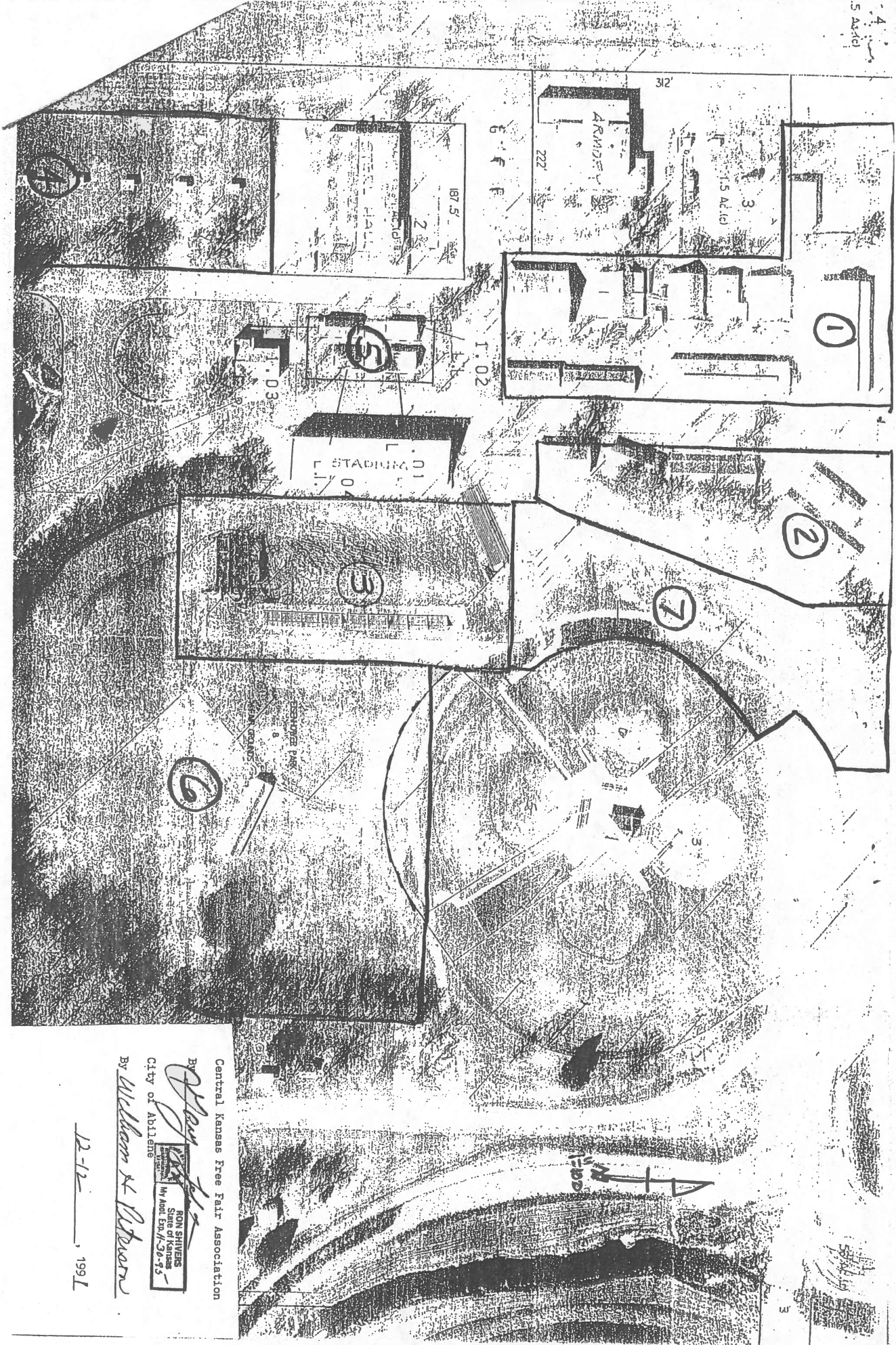
STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED that on this 26th day of November, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Peterson, Mayor of the City of Abilene, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and Mildred E. Hanson, City Clerk of said municipal corporation, who are personally know to me to be the same persons who executed the foregoing instrument of writing as such officers, and said William H. Peterson, as Mayor of said municipal corporation, duly acknowledged the execution of the same to be the act of said municipal corporation, duly acknowledged the attestation of the same for and on behalf of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above mentioned.



Darlene K. Thompson
Notary Public



Central Kansas Free Fair Association
By *[Signature]*
RON SHIVERS
State of Kansas
My Not. Exp. 4-30-95
City of Abilene
By *William H. Brown*
12-12, 1991

AGREEMENT

THIS AGREEMENT is made this 30 day of September, 1996, by and between the Central Kansas Free Fair Association, an incorporated association, as "Fair Association", and the City of Abilene, Kansas, a municipal corporation, as "City".

The Fair Association desires to acquire the right to construct and use fair facilities upon a certain parcel(s) of land located in Dickinson County, Kansas, and City, owner of said land, is agreeable to granting to Fair Association, the necessary easement, subject to the conditions and restrictions hereinafter mentioned;

The City for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, together with other consideration hereinafter expressed, hereby grants to Fair Association successors and assigns, the right to construct, and use fair facilities upon the following described real property located in Dickinson County, Kansas, and as shown on the attached map

Livestock Barn, Tract 1

A tract of land located in the Southeast Quarter (SE 1/4) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas. Described as beginning at a point which is 29.45 feet West of the center line of Rogers Avenue and 1291.1 feet North of the North line of N.W. 4th; thence North 140 feet; thence East 340 feet; thence South 472 feet; thence West 178 feet; thence North 332 feet; thence West 162 feet to the point of beginning.

Horse Barns, Tract 2

Also a tract of land described as beginning at a point which is 1431.1 feet North of the North line of N.W. 4th Street and 426 feet East of the center line of Rogers Avenue; thence East 182 feet; thence South 100 feet; thence Southwest 345 feet; thence West 70 feet; thence North 430 feet to the point of beginning.

Rodeo Ground, Tract 3

A tract of ground described as beginning at a point 976 feet north and 496 feet east of the intersection of the north line of N.W. 4th Street and the center line of Rogers Avenue, thence East 200 feet, thence South 400 feet, thence West 200 feet, thence North 400 feet to the point of beginning, except that part of the foregoing described tract which is part of the fenced in portion of the City's 4-diamond baseball complex and extension of said complex. Rogers Park Addition to Abilene, Kansas located in the Southeast Quarter (SE 1/4) of Section 17, Township 13 South, Range 2 East of the 6th P.M., Dickinson County, Kansas.

Food Stands, Tract 5

A tract of land described as beginning at a point which is 870 feet North and 270 feet East of the intersection of the North line of N.W. 4th Street and the center line of Rogers Avenue; thence East 80 feet; thence South 150 feet; thence West 80 feet; thence North 150 feet to the point of beginning, all in the City of Abilene, Dickinson County, Kansas.

It is further agreed by the City that Fair Association shall have use of tracts 1,2,3, & 5, as provided herein, for fair purposes, for so long as Fair Association conducts the Central Kansas Free Fair.

It is further agreed by City that the following described tracts and buildings shall be available to the Fair Association for rodeo related uses during the Central Kansas Free Fair.

Rodeo livestock/parking area, Tract 6

A tract of land described as beginning at a point which is 881 feet North and 696 feet East of the intersection of the North line of N.W. 4th Street and the centerline of Rogers Avenue; thence East 436 feet to cable fence; thence south 240 feet, thence clockwise on a curve whose radius of curvature is approximately 310 feet to a point on the curve that is 182 feet West and 305 feet South of the point of beginning, except that part of the foregoing described tract which is part of the fenced in portion of the city's 4-diamond baseball complex and extensions of said complex, all in the City of Abilene, Dickinson County, Kansas.

Horse Barn/parking area, Tract 7

A tract of land generally described as being bounded; on the West by Tract 2; on the South by Tract 3; on the East by the fenced in portion of the City's 4-diamond ball complex; on the North by the South curb line of Northwest Eighth Street.

Stadium

The Fair Association shall have the use of the stadium building except those areas rented or under agreement with other parties/organizations for use or any areas used by the City for its operations. During rodeo programs, the public restrooms may be operated with limited access to facilitate controlled admissions to the facility. All controlled access fencing, doors or other barriers shall be supervised to allow for opening in the event of emergencies The City will be responsible for maintenance of the building.

*Rental &
other scheduling
throughout year?*

It is further agreed by the City that the Fair Association shall have use of tracts 6 & 7 for parking, rodeo, and fair related purposes, for so long as the Fair Association shall conduct the Central Kansas Free Fair. Said use shall be limited to the period of the Fair and for a period of two weeks prior and one week following said Fair. City also agrees that tracts 6 & 7 will not be utilized for other permanent public facilities for so long as they may be required for fair related uses.

It is further agreed by the City that the Fair Association shall have use of the following described tract for parking purposes and fair displays as long as said tract shall remain undeveloped or not required by the City for other purposes.

Parking area south of Sterl Hall. Tract 4

A tract of land described as beginning at a point which is on the North line of N.W. 4th Street and 33 feet East of the center line of Rogers Avenue; thence North 669 feet; thence East 187.5 feet; thence South 669 feet; thence West 187.5 feet to the point of beginning, all in the City of Abilene, Dickinson County, Kansas.

It is understood and agreed by the parties, that Fair Association shall be solely responsible for the maintenance of all existing or future improvements on the above described property, except the stadium building, that said facilities will be constructed in accordance with city codes and maintained in an aesthetically pleasing condition.

It is understood and agreed by the parties that City retains the right to use the above described real property and improvements in any manner not inconsistent with the purposes of this agreement.

It is understood and agreed by the parties that Fair Association or its Committees with Fair Association approval shall consult with City concerning improvements to the above described real property, and shall, so far as practicable, construct such improvements in a manner to allow maximum use of said property by City.

City Provided Services

The City Public Works Department will provide assistance during the Fair week to daily haul away straw from the horse barns and dispose of it, and may provide other services as requested, subject to prior approval by the City. The City Public Safety Department will provide assistance to designate and control all areas used for parking in conjunction with Fair activities and may provide other services as requested, subject to prior approval by the City. The City will furnish and retain the right to monitor all City water usage at these facilities and shall notify the Fair Association if the City intends to start charging the Fair Association for this water usage.

It is understood that this agreement shall be for a period of five years. Thereafter, so long as neither party is in default, this provision will renew itself without further documentation for successive five year terms unless either party provides 90 days notice of intent to terminate said agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the above date:

CENTRAL KANSAS FREE FAIR ASSOCIATION

BY: Mark T. Wilson
MARK WILSON, PRESIDENT

ATTEST:

Dorothy Derrick
DOROTHY DERRICK, SECRETARY

CITY OF ABILENE, KANSAS

BY: Lynda D. Scheele
LYNDA D. SCHEELE, MAYOR

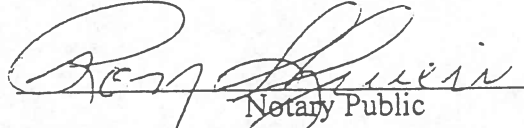
ATTEST:

Doris M. Arneson
DORIS M. ARNESON, CITY CLERK

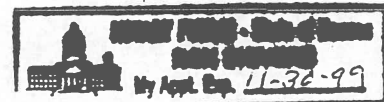
STATE OF KANSAS, COUNTY OF DICKINSON, ss:

BE IT REMEMBERED, that on this 23 day of Oct., 1996, before me, the undersigned, a Notary Public in and for the county and state aforesaid came Mark Wilson, President, and Dorothy Derrick, Secretary, of the Central Kansas Free Fair Association, an incorporated Association, who are personally known to me to be such officers, and who are personally know to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said incorporated association, and such persons duly acknowledged the execution of the same to be the act and deed of said incorporated association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

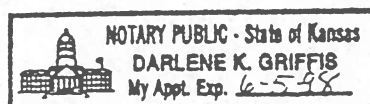

Notary Public

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

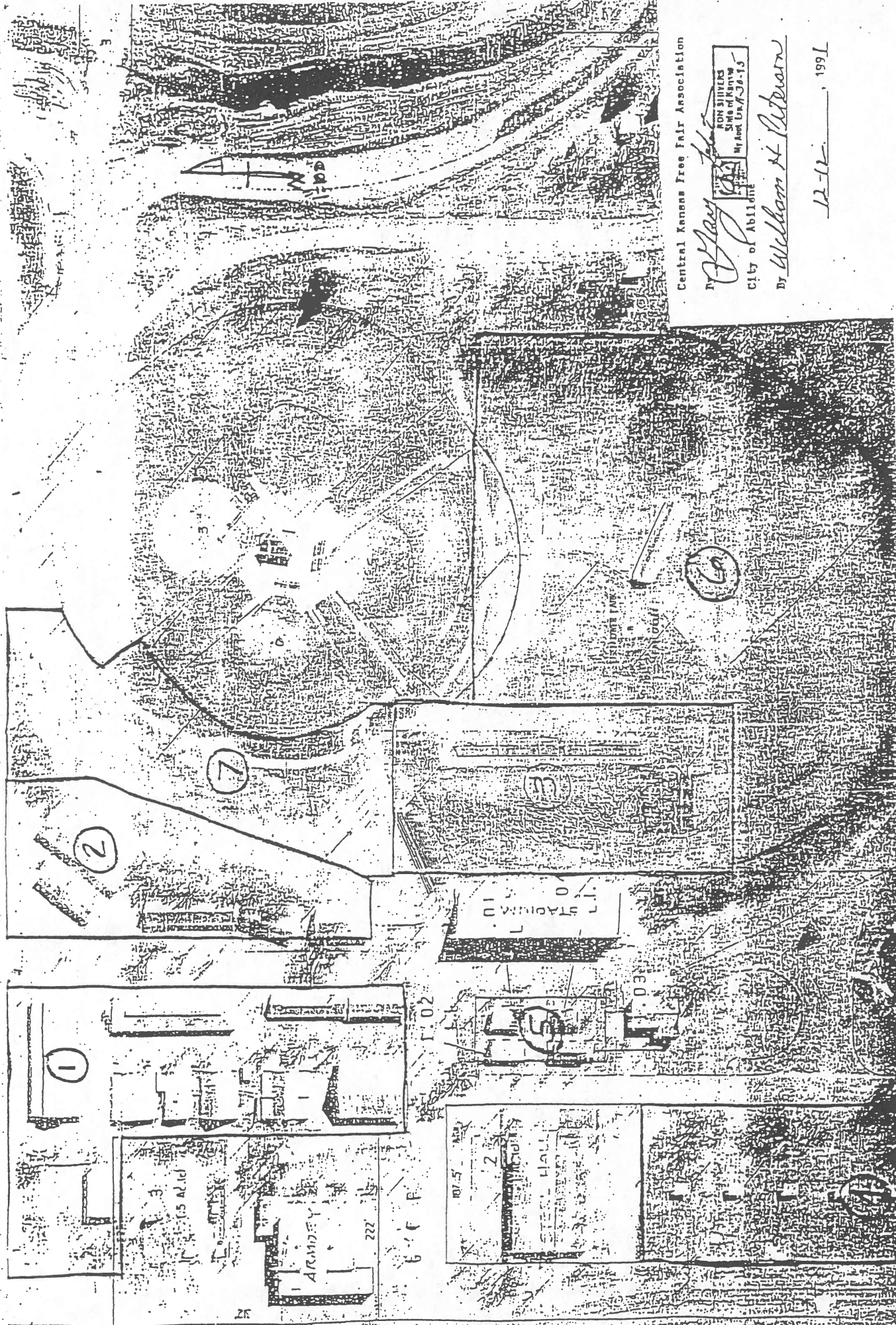


BE IT REMEMBERED, that on this 30 day of September, 1996, before me, the undersigned, a Notary Public in and for the county and state aforesaid came Lynda D. Scheele, Mayor of the City of Abilene, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and Doris M. Arneson, City Clerk of said municipal corporation, who are personally known to me to be the same person who executed the foregoing instrument of writing as such officers, and said Lynda D. Scheele, as Mayor of said municipal corporation, duly acknowledged the execution of the same to be the act of said municipal corporation, duly acknowledged the attestation of the same for and on behalf of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.




Darlene K. Griffis, Notary Public



Central Kansas Free Fair Association

Dr. William H. Peterson
City of Abilene

12-12, 1991

12-12, 1991

FAIRGROUNDS FACILITY MANAGEMENT AGREEMENT

This Fairgrounds Facility Management Agreement (“Agreement”) is made and entered into this ____ day of _____, 2026 (“Effective Date”), by and between the City of Abilene, Kansas, a Kansas municipal corporation (“City”), and The Central Kansas Free Fair Association, a Kansas not-for-profit corporation (“CKFFA”).

WHEREAS, the City owns the real property in Abilene, Kansas, commonly known as the “fairgrounds,” including the stadium and associated structures (“Facility”); and

WHEREAS, the City desires to engage CKFFA to manage and operate the Facility on behalf and for the benefit of the City, and CKFFA desires to accept such engagement, pursuant to the terms and conditions contained herein.

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

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) “Agreement” means this Fairgrounds Facility Management Agreement, together with all exhibits and attachments hereto, as the same may be amended from time to time.
- (b) “CKFFA” means The Central Kansas Free Fair Association, a Kansas non-profit corporation.
- (c) “City” means the City of Abilene, Kansas, a municipal corporation.
- (d) “Facility” means the real property, buildings, structures, improvements, and grounds commonly known as the “fairgrounds,” including all parking areas, barns, arenas, exhibition structures, open grounds, and any other real property or improvements designated for use under this Agreement. A depiction of the Facility is included as Exhibit “A” to this Agreement.
- (e) “Stadium” means the primary outdoor grandstand venue located within the Facility, and all associated structures and improvements. The Stadium is also depicted on Exhibit “A”.
- (f) “Event” means any activity, program, show, competition, fair, exhibition, recreational activity, rental, reservation, or other use of the Facility or Stadium scheduled or authorized by CKFFA under this Agreement.
- (g) “Rental Applicant” or “User” means any individual, business, organization, or entity requesting use of, or entering into an agreement for use of, the Facility or any portion thereof.

- (h) “Routine Maintenance” means ordinary, recurring, or minor upkeep, repairs, cleaning, maintenance, and landscaping work required to maintain the Facility in safe, operable, and presentable condition, excluding Capital Improvements.
- (i) “Capital Improvement” means any major repair, replacement, reconstruction, or improvement to the Facility or Stadium that (i) is structural in nature, or (ii) materially extends the useful life of the Facility or a facility component, or (iii) requires an expenditure exceeding \$_____, as may be adjusted by mutual agreement of the parties.
- (j) “Utilities” means water, sewer, electricity, gas, trash service, and any other similar public utility services furnished to the Facility.
- (k) “Gross Revenue” means all amounts received by CKFFA from Facility operations, including rentals, admission or gate receipts, sponsorships, user fees, and other Event-related income, but excluding (i) donations made to CKFFA unrelated to Facility operations, and (ii) proceeds of grants.
- (l) “Operating Year” means the twelve-month period beginning January 1 and ending December 31 of each year during the term of this Agreement, provided that the first Operating Year shall begin on the Effective Date and end on December 31 of that year.
- (m) “Policies and Procedures” means the written rules, procedures, and guidelines adopted by CKFFA to govern scheduling, rentals, facility use, safety protocols, and Event operations at the Facility.

2. Management of Facility.

2.1. Delegation of Authority. The City hereby grants to CKFFA the authority to manage, operate, supervise, and schedule all activities, events, programs, and uses of the Facility, including the Stadium, on a year-round basis, in accordance with the terms and conditions of this Agreement.

2.2. Scope of Delegated Authority. The authority granted under this Section includes the day-to-day administration, scheduling, coordination, and oversight of: (a) the annual Central Kansas Free Fair; (b) other public and private Events; (c) rentals, reservations, and third-party facility use; and (d) all other lawful activities occurring within the Facility, except for those rights expressly reserved by the City in this Agreement.

2.3. No Conveyance of Property Interest. The authority granted to CKFFA constitutes a revocable license and delegation of operational authority only. Nothing in this Agreement shall be construed to create or convey any leasehold interest, easement, or other real property interest in any portion of the Facility or the Stadium. All real property rights shall remain solely and exclusively vested in the City.

3. Facility Use, Rental Procedures, and Appeals.

3.1. Public Access and Non-Discrimination. As a public facility, the Facility shall be operated in a fair, reasonable, and nondiscriminatory manner. CKFFA shall not deny use of the Facility to any User on any basis prohibited by federal or state law.

3.2. Written Policies and Procedures. CKFFA shall adopt and maintain written Policies and Procedures governing the rental and use of the Facility. All Policies and Procedures shall be reasonable, nondiscriminatory, and consistent with this Agreement.

3.3. Rental Agreements. CKFFA may enter into written rental or use agreements with Users for Events consistent with this Agreement. All such agreements shall:

- (a) be in a form approved by the City Manager or designee;
- (b) require Users to comply with the Policies and Procedures; and
- (c) clearly allocate responsibility for cleanup, damages, and compliance with applicable laws.

3.4. Scheduling of the Facility. CKFFA shall administer all scheduling of the Facility in accordance with the Policies and Procedures. In the event of conflicting requests for Facility use, CKFFA shall resolve conflicts using the scheduling priorities set forth in the Policies and Procedures.

3.5. Denial of Applications. CKFFA may deny a rental application for legitimate reasons, including incomplete applications, scheduling conflicts, safety concerns, prior violations by the User, or proposed activities inconsistent with applicable laws or Policies and Procedures. Upon written request, CKFFA shall provide a brief written explanation of the reason for denial.

3.6. Appeal to City Manager. Any User aggrieved by CKFFA's denial of a rental application may submit a written appeal to the City Manager within ten (10) days of the denial, and CKFFA shall inform the applicant of such right, in writing, at the time of denial. The City Manager may request additional information and shall issue a written decision affirming, modifying, or reversing CKFFA's decision. The City Manager's decision shall be final.

3.7. City Use. The City may use portions of the Facility for governmental or community purposes without rental fees, subject to reasonable scheduling coordination with CKFFA.

3.8. Emergency Use. Nothing in this Agreement restricts the City's right to use the Facility during emergencies or to permit use of the Facility for emergency operations.

4. CKFFA Responsibilities.

4.1. General Responsibilities. CKFFA shall be responsible for the day-to-day management, operation, and supervision of the Facility and Stadium, and shall use reasonable, professional efforts to ensure that the Facility is operated safely, efficiently, and in a manner that serves the public interest.

4.2. Scheduling and Event Management. CKFFA shall coordinate operational aspects of Events, including event support, communications with Users, and on-site logistics, consistent with the Policies and Procedures.

4.3. Maintenance. CKFFA shall perform all Routine Maintenance necessary to keep the Facility in clean, safe, operable, and aesthetically presentable condition. CKFFA shall maintain all buildings, structures, and grounds in good repair and in a condition suitable for public use and community events. CKFFA shall promptly address any condition that the City identifies, in its reasonable judgment, as requiring maintenance or corrective action.

4.4. Utilities. CKFFA shall be responsible for all Utilities serving the Facility and shall use reasonable efforts to manage utility consumption.

4.5. Personnel and Contractors. CKFFA shall employ or contract for all personnel necessary to operate the Facility, including custodial, grounds, administrative, and event personnel. All such personnel shall be employees or contractors of CKFFA, not the City.

4.6. Compliance With Laws. CKFFA shall exercise its authority in a lawful, professional, and commercially reasonable manner; shall comply with all applicable federal, state, and local laws, regulations, and ordinances; and shall operate the Facility consistent with City policies governing public property, public events, and public safety.

4.7. Communication and Reporting. CKFFA shall maintain reasonable communication with the City and shall provide periodic reports on Facility Events and any material issues affecting Facility operations, as requested by the City.

4.8. Protection of City Property. CKFFA shall exercise reasonable care to avoid damage to the Facility and shall promptly repair any damage caused by its employees, contractors, or users.

4.9. Alterations and Improvements. CKFFA shall not make any Capital Improvements to any portion of the Facility, including the Stadium, or otherwise construct, alter, modify, or remove any building, structure, or improvement at the Facility, without the prior written consent of the City, except for Routine Maintenance. All approved improvements shall become City property unless otherwise agreed in writing.

5. City Responsibilities.

5.1. Ownership and Oversight. The City shall retain ownership and ultimate control of the Facility and Stadium. The City may review, monitor, and evaluate CKFFA's performance under this Agreement at any time, and may access the Facility for such purposes upon reasonable notice, except in emergencies.

5.2. Capital Improvements. The City shall be responsible for all Capital Improvements to the Facility and Stadium, unless otherwise agreed in writing. CKFFA shall promptly notify the City of any condition requiring a Capital Improvement. Although the City is responsible for Capital Improvements under this Agreement, nothing herein shall obligate the City to undertake or fund any Capital Improvement unless the City, in its sole discretion and subject to budgetary appropriations, elects to do so. The City and CKFFA shall consult and confer in good faith regarding proposed Capital Improvements, including scope, timing, and potential impacts on Facility operations.

5.3. ADA Compliance. The Facility is subject to the Americans with Disabilities Act ("ADA") and related federal and state accessibility requirements. The City shall be responsible for ensuring that structural components of the Facility comply with applicable ADA requirements; provided, however, that CKFFA shall be responsible for ensuring that its operational practices, event layouts, temporary installations, and user-facing procedures comply with applicable ADA requirements. CKFFA shall promptly notify the City of any structural condition that may affect ADA compliance.

5.4. Security and Public Safety Authority. Nothing in this Agreement limits the authority of the City or its police, fire, emergency, or code officials to enter the Facility or take action necessary to protect public health, safety, or welfare.

5.5. Property Insurance. The City shall maintain property insurance on City-owned buildings, structures, and improvements at the Facility, in coverage types and amounts determined by the City.

5.6. Coordination and Communication. The City shall designate a primary point of contact for operational coordination with CKFFA and shall communicate material issues or concerns to CKFFA in a timely manner.

6. Revenue Sharing.

6.1. CKFFA Revenue. CKFFA is authorized to collect and retain all revenue generated from Facility operations, including Event rentals, admission or gate receipts, sponsorships, user fees, and other Event-related income, subject to the revenue-sharing requirements of this Section.

6.2. Revenue Sharing with City. CKFFA shall remit to the City an amount equal to twenty-five percent (25%) of all Gross Revenue received by CKFFA from Facility operations

during each Operating Year. All revenue retained by CKFFA after payment to the City may be retained by CKFFA.

6.3. Payment Schedule. Payments to the City shall be made quarterly, on or before the 15th day of the month following the end of each calendar quarter. Each payment shall be accompanied by a revenue summary consistent with Section 6.4.

6.4. Revenue Reporting. Along with each quarterly payment, CKFFA shall provide the City with a written statement identifying:

- (a) total Gross Revenue received during the applicable quarter;
- (b) the categories of revenue collected; and
- (c) the calculation of the City's share.

6.5. Right to Audit. The City shall have the right, upon reasonable advance notice, to audit CKFFA's books and records relating to Facility revenue no more than once per Operating Year, unless irregularities are discovered. Any such audit shall be conducted during normal business hours. If an audit reveals that payments to the City were inaccurate, the underpayment or overpayment shall be corrected within thirty (30) days of written notice. Material underpayments may be subject to interest at the statutory rate.

6.6. No City Liability for CKFFA Expenses. Except as expressly provided in this Agreement, the City shall not be responsible for CKFFA's obligations, expenses, personnel costs, utilities, or contractual commitments, and CKFFA shall be solely responsible for the costs and expenses of performing its responsibilities and obligations under this Agreement.

7. Insurance.

7.1. CKFFA Liability Insurance. CKFFA shall maintain commercial general liability insurance covering claims for bodily injury, death, and property damage arising out of CKFFA's operations at the Facility, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, or such higher limits as the City may reasonably require. The City, its officers, employees, and agents shall be named as additional insureds on CKFFA's liability policy for claims arising out of CKFFA's operations at the Facility.

7.2. Workers' Compensation. CKFFA shall maintain workers' compensation insurance as required by Kansas law for all employees involved in Facility operations.

7.3. Property Insurance. CKFFA shall be responsible for insuring its own equipment and personal property. The City shall insure City-owned structures and improvements in such amounts and coverages as the City deems appropriate.

7.4. Certificates. CKFFA shall provide certificates of insurance to the City upon request and shall ensure that its policies provide at least thirty (30) days' prior written notice to the City of cancellation or material modification.

8. **Indemnification.** To the fullest extent permitted by law, CKFFA shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from: (a) CKFFA's management, operation, or use of the Facility; (b) the acts or omissions of CKFFA's employees, contractors, volunteers, or agents; or (c) the acts or omissions of Users during Events authorized by CKFFA. This obligation does not apply to the extent a claim results from the City's sole negligence or willful misconduct. CKFFA's indemnification obligations are independent of, and not limited by, the insurance requirements of this Agreement. The obligations of this Section shall survive the termination or expiration of this Agreement.

9. **Term and Termination.**

9.1. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless earlier terminated as provided herein. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least ninety (90) days before the end of the then-current term.

9.2. Termination for Cause. Either party may terminate this Agreement for material breach by the other party after providing written notice of the breach and at least thirty (30) days to cure. If the breach is not cured within the cure period, the Agreement may be terminated by written notice.

9.3. Termination Without Cause. Either party may terminate this Agreement without cause by providing one hundred twenty (120) days' prior written notice to the other party.

9.4. Effect of Termination. Upon termination or expiration of this Agreement: (a) CKFFA shall immediately cease accepting new reservations or scheduling new Events, without the City's prior written consent; (b) CKFFA shall cooperate with the City to ensure an orderly transition of Facility operations; (c) CKFFA shall return all City property, keys, access devices, documents, and records; and (d) any amounts owed to the City shall be paid within thirty (30) days.

10. **General Terms.**

10.1. Administration of Agreement. All references in this Agreement requiring the City's participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

10.2. Non-Assignable. Due to the unique qualifications and capabilities of CKFFA, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

10.3. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Abilene, Kansas
Attn: City Manager
419 N. Broadway St.
Abilene, KS 67410

CKFFA: The Central Kansas Free Fair Association
Attn: _____

10.4. Non-appropriation. The City 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 the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City 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.

10.5. Relationship. It is expressly understood that CKFFA in performing services under this Agreement, does so as an independent contractor. CKFFA shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

10.6. Subcontracting. CKFFA shall not subcontract any work or services under this Agreement without the City's prior written consent.

10.7. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

10.8. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Dickinson County, Kansas District Court.

10.9. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

10.10. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

10.11. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

10.12. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

10.13. Persons Bound. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

10.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

10.15. Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

10.16. Waiver. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

10.17. No Third Party Beneficiaries. Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

10.18. Merger Clause. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises,

statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF ABILENE, KANSAS

By: _____
_____, Mayor

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

THE CENTRAL KANSAS FREE FAIR ASSOCIATION

By: _____

_____ (name)
_____ (title)

**RECIPROCAL LICENSE AND FACILITIES USE AND MAINTENANCE
AGREEMENT
(Fairgrounds Property)**

THIS AGREEMENT is made effective as of _____, 2026, by and between:

CITY OF ABILENE, KANSAS, a Kansas municipal corporation (“City”), and
THE CENTRAL KANSAS FREE FAIR, INC., a Kansas nonprofit corporation
 (“Nonprofit”).

I. STATUTORY AUTHORITY

This Agreement is entered pursuant to the City’s home-rule authority under Article 12, §5 of the Kansas Constitution, K.S.A. 12-101, et seq., and other applicable Kansas statutes authorizing municipalities to own, manage, license, and permit use of real property for public purposes. The Nonprofit enters this Agreement under its corporate powers granted by the Kansas General Corporation Code for nonprofit corporations, K.S.A. 17-6001, et seq.

II. TERM

The term shall be ninety-nine (99) years unless terminated earlier under this Agreement involving the fairgrounds area described on the attached Exhibit A and related attached Exhibit B tract. A fairgrounds map is attached as Exhibit C. This Agreement may be recorded with the Dickinson County Register of Deeds and shall run with the occupancy rights described herein.

III. PROPERTIES

The fairground consists of real estate described on the attached Exhibit A (“Fairgrounds”). The parties stipulate that the City owns the real estate and stadium building thereon. The Nonprofit owns the other buildings and structures thereon. There is also a separate tract owned by the Nonprofit described in the attached Exhibit B.

IV. MUTUAL LICENSES AND USE

City grants Nonprofit a non-exclusive license to use the Fairgrounds. Nonprofit grants City an exclusive license to use the tract and building on Exhibit B. The Parties intend licenses, not leases, to be involved with this Agreement.

V. MAINTENANCE AND UTILITIES

City shall maintain the stadium while also providing mowing, regular tree care, hay and manure removal. The Nonprofit shall maintain its buildings and pays its own utilities, trash removal, janitorial services, and event operational costs.

VI. EVENT SCHEDULING / IMPROVEMENTS / SIGNAGE / CONCESSIONS

The Parties shall cooperate regularly scheduling of events, with the Nonprofit's annual fair taking precedence. The Nonprofit controls concessions and vendors for its events subject to law. Major improvements or changes in naming rights affecting shared facilities require mutual written consent.

VII. SCHEDULING OF THE FAIRGROUNDS

Nonprofit shall administer all scheduling of the Fairgrounds in accordance with written Policies and Procedures. In the event of conflicting requests for the Fairground use, Nonprofit shall resolve conflicts using the scheduling priorities set forth in the Policies and Procedures.

VIII. PUBLIC ACCESS AND NON-DISCRIMINATION

As a public facility, the Fairgrounds shall be operated in a fair, reasonable and nondiscriminatory manner. Nonprofit shall not deny use of the Fairground to any user on any basis prohibited by federal or state law.

IX. WRITTEN POLICIES AND PROCEDURES

Nonprofit shall adopt and maintain written Policies and Procedures governing the rental and use of the Fairgrounds. All Policies and Procedures shall be reasonable, nondiscriminatory, and consistent with this Agreement.

X. COMPLIANCE WITH LAWS

Nonprofit shall exercise its authority in a lawful, professional, and commercially reasonable manner; shall comply with all applicable federal, state, and local laws, regulations, and ordinances; and shall operate the Fairgrounds consistent with City policies governing public property, public events, and public safety.

XI. ADA COMPLIANCE

The Fairgrounds are subject to the Americans with Disabilities Act ("ADA") and related federal and state accessibility requirements. The City shall be responsible for ensuring that structural components of the Fairgrounds comply with applicable ADA requirements; provided however, that Nonprofit shall be responsible for ensuring that its operational

practices, event layouts, temporary installations, and user-facing procedures comply with applicable ADA requirements. Nonprofit shall promptly notify the City of any structural condition that may affect ADA compliance.

XII. SECURITY AND PUBLIC SAFETY AUTHORITY

Nothing in this Agreement limits the authority of the City or its police, fire, emergency, or code officials to enter the Fairgrounds or take action necessary to protect public health, safety, or welfare.

XIII. DEFAULT

If either Party materially breaches this Agreement, the non-breaching Party shall give written notice describing the default. The breaching Party shall have sixty (60) days to cure, or longer if reasonably necessary provided cure efforts are underway. Failure to cure permits termination or specific enforcement, subject to Kansas law.

XIV. LIABILITY AND IMMUNITY

Nothing herein waives protections of the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. Each Party remains responsible for its own negligent acts to the extent permitted by Kansas law.

XV. PROPERTY INSURANCE

The City shall maintain property insurance on City-owned buildings, structures, and improvements at the Fairgrounds, in coverage types and amounts determined by the City. Nonprofit shall be responsible for insuring its own structures, buildings and equipment.

XVII. LIABILITY INSURANCE

Nonprofit shall maintain commercial general liability insurance covering claims for bodily injury, death, and property damage arising out of Nonprofit's operations at the Fairgrounds, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, or such higher limits as the City may reasonably require. The City, its officers, employees, and agents shall be named as additional insured on Nonprofit's liability policy for claims arising out of Nonprofit's operations at the Fairgrounds.

XVIII. CERTIFICATES

Nonprofit shall provide certificates of insurance to the City upon request and shall ensure that its policies provide at least thirty (30) days' prior written notice to the City of cancellation or material modification.

XIX. WORKERS' COMPENSATION INSURANCE

Nonprofit shall maintain workers' compensation insurance as required by Kansas law for all employees involved in the Fairgrounds operations.

XX. EMERGENCY USE

Nothing in this Agreement restricts the City's right to use the Fairgrounds during emergencies or to permit use of the Fairgrounds for emergency operations.

XXI. NON-ASSIGNABLE

Due to the unique qualifications and capabilities of Nonprofit, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

XXII. RELATIONSHIP

It is expressly understood that Nonprofit in performing services under this Agreement, does so as an independent contractor. Nonprofit shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

XXIII. SUBCONTRACTING

Nonprofit shall not subcontract any work or services under this Agreement without the City's prior written consent.

XXIV. NON-APPROPRIATION

The City 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 the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City 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.

XXV. GOVERNING LAW

This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the District Court of Dickinson County, Kansas.

XXVI. INTERPRETATION

This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

XXVII. TIME

Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday, that termination time shall extend to 5:00 p.m. of the next full business day.

XXVIII. SEVERABILITY

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

XXIX. AUTHORITY AND CONSENT TO TRANSACTION

Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

XXX. PERSONS BOUND

This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

XXXI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one Agreement.

XXXII. AMENDMENTS

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

XXXIII. WAIVER

No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and

every other term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

XXXIV. NO THIRD PARTY BENEFICIARIES

Solely the parties to this Agreement shall have rights and my make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights to make any claims.

XXXV. MERGER CLAUSE

These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understanding, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the Parties execute this Agreement.

CITY OF ABILENE, KANSAS

By: _____

Name:

Title:

STATE OF KANSAS)

) ss:

COUNTY OF DICKINSON)

BE IT REMEMBERED, that on this ____ day of _____, 2026,
before me, the undersigned, a Notary Public in and for the County and State aforesaid,
came _____, duly authorized representative of the City
of Abilene, Kansas, who acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal.

Notary Public

My Appointment Expires: _____



City Commission Meeting Date: April 13, 2026

Session:

Topic: 2027 City Commission Budget Goals - Finance Director Briand and Interim City Manager Quinday

Department: Administration

Staff Contact:

Background: As part of the City's annual budget process, staff is beginning work on the 2027 budget. This initial phase will take place throughout this month and May and will include gathering budget requests from departments and holding internal budget meetings.

To help guide this process, staff is requesting general direction from the City Commission so we can better understand your priorities and prepare a budget that reflects those goals.

The Commission is asked to provide feedback on the following:

- What services are most important to maintain or improve?
- What projects or improvements should be prioritized?
- How much in reserves should the City aim to maintain?
- General approach to property taxes
- Long-term planning for capital improvements and equipment

Funding Source: N/A - Direction only

City Attorney Review: N/A

Options:

1. Provide high-level budget goals and priorities for staff to incorporate into the 2027 budget development process.
2. Request additional information or analysis prior to providing direction.
3. Defer discussion to a future meeting.

Recommendation: Staff recommends that the City Commission provide high-level budget goals and priorities to guide preparation of the proposed 2027 budget.

2026 Alcohol & Drug Fund and KS Fights Addiction Fund Distribution

As part of the City's annual allocation process, staff has completed the review and distribution of funds for both the Alcohol and Drug Fund and the KS Fights Addiction Fund for 2026. These funds are intended to support local organizations that provide services, programming, and resources related to substance abuse prevention, treatment, and recovery within the community.

For 2026, a total of **\$15,000** was available for distribution from the **Alcohol and Drug Fund**. Based on submitted applications and a review of community impact and need, the funds were allocated as follows:

- CKF Addiction Treatment – \$7,500
- Abilene Core Community – \$4,000
- The Hope Center – \$2,000
- Rising Light Recovery House – \$1,500

These allocations aim to support a range of services, including treatment programs, community outreach, and recovery support efforts that directly benefit Abilene residents.

Additionally, the City distributed **\$9,000** from the **KS Fights Addiction Fund** in 2026. These funds are specifically designated to support initiatives that address substance use disorders and promote recovery services across Kansas communities. The 2026 allocations are as follows:

- The Hope Center – \$3,000
- The Cedar House Foundation – \$3,000
- Rising Light Recovery House – \$3,000

These distributions reflect the City's continued commitment to partnering with local organizations that are actively working to address substance abuse challenges and provide meaningful support to individuals and families in our community.

The HOPE Center, Inc.
P.O. Box 753 / 300 N Cedar Suite 104
Abilene, KS 67410-0753
785.263.4673
hopectr@eaglecom.net
www.thehopecenterkansas.com

March, 25 2026

City of Abilene,

Thank you for your donation of \$5,000.00 and your continuous support. Your generosity means more than words can fully express. Because of your donation, The Hope Center can continue walking alongside families, offering hope, support, and practical resources when they need it most. Thank you for believing in our mission and for helping make our community stronger. Your kindness is truly making a difference.

Cindy Whittington, Executive Director



HOPE Center Board of Directors:

Glen Shank, President

Toni Schwarting

Tony Geiger, V.P.

Wanda Pitney

Jody Waldrop

Max Knopp, Treasurer

Meagan Parsons

Denise Liby

Tony Geiger, V.P.

Lindsey Brummer

Tessa Gutierrez Sec.



Christ is our hope . . .

We have this hope as an anchor for our lives, safe and secure.
Hebrews 6:19



The Community Foundation of Dickinson County, Inc.

201 NW Second Street, Ste B

Abilene, Kansas 67410

785.263.1863 www.communityfoundation.us

For good. For ever.®

March 30, 2026

City of Abilene, Kansas
419 N Broadway Street
Abilene, KS 67410

Dear Friends,

Charitable Contribution Receipt and Acknowledgment

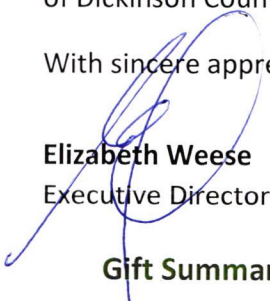
On behalf of the Community Foundation of Dickinson County, Inc., thank you for your generous contribution. We gratefully acknowledge receipt of your gift in the amount of \$4,000.00 03/30/2026, designated for the Abilene Core.

Please retain this letter for your tax records. The Community Foundation of Dickinson County, Inc. is a qualified 501(c)(3) charitable organization (Tax ID: 48-1214580). No goods or services were provided in exchange for this contribution.

As required for gifts made to a community foundation, the Community Foundation of Dickinson County, Inc. retains exclusive legal control over all contributed assets, consistent with applicable federal tax requirements.

We sincerely appreciate your support and the confidence you have placed in our work to strengthen the future of Dickinson County.

With sincere appreciation,


Elizabeth Weese
Executive Director

Gift Summary

Donation ID	46903
Donation Date	03/30/2026
Gift Amount	\$4,000.00
Designation	Abilene Core

IRA Giving and Tax Information

For donors age 70½ or older, an IRA gift may qualify as a Qualified Charitable Distribution (QCD) when made directly from an IRA to a qualified charity. For eligible donors, a QCD may satisfy all or part of a Required Minimum Distribution (RMD), if applicable. Please consult your tax advisor, financial institution, or financial professional regarding eligibility and tax treatment. .