

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
March 28, 2016 - 4:00 pm

1. **Call to Order**
2. **Roll Call:** ___ Weishaar ___ Marshall ___ Payne ___ Shafer ___ Ray
3. **Pledge of Allegiance**

Consent Agenda (*Consent Agenda items will be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.*)

4. Agenda Approval for the March 28, 2016 City Commission Meeting
5. Meeting Minutes: February 22, 2016 Regular Meeting
6. Declaration of twenty-six airpacks, 1989 Ford L8000 Dump Truck, 1980 Big A Liquid Sludge Land Applicator Truck, and a 345 cu in. International Harvester industrial engine as surplus and authorizing sale by the City.
7. Appointment of Duane Schrag to the Heritage Commission to fill an unexpired term ending May 2017.
8. Appointment of Robert Morando to the Economic Development Council to fill an unexpired term ending May 2017.

Public Comments and Communications

9. **Public Comments.** Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.

10. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

Proclamations and Recognition

11. **March for Meals Proclamation**
12. **Proclamation Honoring Vietnam Veterans**
13. **Abilene Runway Project Award**

Public Hearings

14. **None**

Old Business

15. **None**

New Business

16. **An Ordinance rezoning certain real property located within the City of Abilene, Kansas from "R-3, Heavy Density Residential" to "C-4, Central Business District."**

17. **An Ordinance approving a Text Amendment to Article 27 Sections 27-401, 27-606, and 27-701 of the Zoning Regulations of the City of Abilene, Kansas, relating to electronic message centers by Conditional Use and Sign Requirements for the "P-Public Use District" and Public Property.**

18. **A Resolution approving a Professional Services Agreement with Varney and Associates, CPA, LLC for independent financial auditing services.**

19. **A Resolution approving a Designated Fund Agreement with the Community Foundation of Dickinson County, Inc. concerning Chisholm Trail festivities.**

20. An Ordinance renewing and extending Ordinance No. 3054 to DS&O Rural Electric Cooperative, Association, Inc., n/k/a DS&O Electric Cooperative, Inc. Granting an electric franchise including the right to construct, operate, and maintain electric transmission, distribution and street lighting facilities within the corporate limits of the City of Abilene, Kansas.

Reports

21. City Manager's Report
a. Expenditures Report

Adjournment

22. Consideration of a motion to adjourn the March 28, 2016 City Commission meeting.

Future Meeting Reminders: *(All meetings at Abilene Public Library unless otherwise noted)*

- Commission/Staff Retreat, March 29 at 5:30 pm
- Library Board, April 4 at 4:00 pm
- Kid's Council, April 4 at 6 pm (Frontier Estates)
- Commission Study Session, April 5 at 7:00 pm (City Hall)
- Eisenhower Marathon Five Star Festival, April 9
- City Commission Meeting, April 11 at 4:00 pm
- Planning Commission, April 12 at 4:30 pm
- Sister City, April 14 at 7:00 pm (Civic Center)



**Abilene City Commission Minutes
Abilene Public Library
February 22, 2016 @ 4:00 p.m.
Abilene, Kansas**

1. Call to Order

2. Roll Call – City Commission Present: Mayor Weishaar, Commissioners Ray, Payne, Marshall and Shafer.

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, City Attorney Martin, Finance Director Rothchild and Parks & Recreation Director Foltz.

Others Present: Diane Landers, Jodie Stickney, Janelle Dockendorf, Wally Wolfe and Mike Heronemus.

3. Pledge of Allegiance - Mayor Weishaar led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval for February 22, 2016 the City Commission Meeting

5. Meeting Minutes: February 8, 2016, Regular Meeting

Motion by Commissioner Ray, seconded by Commissioner Payne to approve the Consent Agenda as presented.
Motion carried unanimously 5-0.

Public Comments and Communications

6. Public Comments. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Weishaar asked for any comments or communications from the public that are not on the agenda.

There were no public comments or communications.

7. Declaration. At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

Proclamations and Recognition

8. There were no proclamations.

Public Hearings

9. There were no public hearings.

Old Business

10. Consideration of an Ordinance affirming the City of Abilene's adoption and continued operation under the Commission-Manager form of government and addressing the transition to November elections.

City Manager Dillner said this item was tabled at the last regular meeting. It is an affirmation of state law. He explained the transitioning to November elections and the new terms for the commissioners.

Motion by Commissioner Ray, seconded by Commissioner Shafter to adopt **ORDINANCE NUMBER 3290 AFFIRMING THE CITY OF ABILENE'S ADOPTION AND CONTINUED OPERATION UNDER THE COMMISSION-MANAGER FORM OF GOVERNMENT AND ADDRESSING THE TRANSITION TO NOVEMBER ELECTIONS. Motion carried unanimously 5-0.**

New Business

11. Consideration of a Resolution authorizing use of the General Fund Reserve to fund an Event Coordinator for the Chisholm Trail Sesquicentennial Celebration.

City Manager Dillner said that this Resolution authorizes a one time expenditure for the funds to be used for the Event Coordinator for the Chisholm Trail Sesquicentennial Celebration.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to adopt **RESOLUTION NUMBER 022216-1 AUTHORIZING USE OF THE GENERAL FUND RESERVE TO FUND AN EVENT COORDINATOR FOR THE CHISHOLM TRAIL SESQUICENTENNIAL CELEBRATION. Motion carried unanimously 5-0.**

12. Consideration of a Resolution appropriating funds from the General Fund to the Dickinson County Economic Development Corporation.

City Manager Dillner said that we have received a request from the Dickinson County Economic Development Corporation to help fund a pilot program they are starting this year. The request is for \$25,000. The County is also putting in \$25,000. They will be providing reports on the use of the funds by December 31, 2016 and a final report by July 1, 2017 to update what economic impact the use of the funds had on Abilene.

Motion by Commissioner Marshall, seconded by Commissioner Payne to adopt **RESOLUTION NUMBER 022216-2 APPROPRIATING FUNDS FROM THE GENERAL FUND TO THE DICKINSON COUNTY ECONOMIC DEVELOPMENT CORPORATION. Motion carried unanimously 5-0.**

13. Consideration of a motion to recess into executive session for ten minutes to discuss non-elected personnel to include the City Manager.

Motion by Commission Marshall, seconded by Commission Payne to **TO RECESS INTO EXECUTIVE SESSION FOR TEN MINUTES TO DISCUSS NON-ELECTED PERSONNEL TO INCLUDE THE CITY MANAGER at 4:08 p.m. Motion carried unanimously 5-0.**

14. Consideration of a motion to return from executive session with no action being taken.

Motion by Commissioner Marshall, seconded by Commissioner Payne to **RETURN FROM EXECUTIVE SESSION WITH NO ACTION BEING TAKEN at 4:18 p.m.** Motion carried unanimously 5-0.

Reports

15. City Manager Reports and Expenditure Report

City Manager Dillner said that we have four vacancies on the Heritage Commission and two vacancies on the Economic Development Commission.

We will be getting the 4th quarter financial statements from the hospital as soon as their audit is complete.

We are near the point to go out for bids on NW 11th Street.

Adjournment

16. Consideration of a motion to adjourn the February 22, 2016 City Commission meeting.

Motion by Commissioner Ray, seconded by Commissioner Marshall to adjourn at 4:22 p.m. Motion carried unanimously 5-0.

(Seal)

Dennis P. Weishaar, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

City of Abilene
Payroll Expenditures Report
02/26/2016 PP#4

| PAYROLL CODE | | TOTALS |
|----------------------|--|----------------------|
| | NET SALARIES | \$ 70,586.47 |
| 051 & 501 | OASDI - CITY/EMPLOYEE | \$ 12,757.22 |
| 049 & 502 | MEDICARE - CITY/EMPLOYEE | \$ 2,983.44 |
| 001 | FEDERAL WITHHOLDING - EMPLOYEE | \$ 10,422.94 |
| 056, 057, 059, & 503 | KPERS - CITY/EMPLOYEE | \$ 9,886.75 |
| 153 | KPERS GROUP LIFE - EMPLOYEE | \$ 100.54 |
| 061 & 504 | KPF - CITY/EMPLOYEE | \$ 12,107.98 |
| 155 | KPF GROUP LIFE- EMPLOYEE | \$ 45.15 |
| 105 & 540 | WADDELL & REED 457 - CITY/EMPLOYEE | \$ 1,836.00 |
| 204 | WADDELL & REED 529 - EMPLOYEE | \$ 125.00 |
| 110 | WADDELL & REED SAVINGS - EMPLOYEE | \$ 190.00 |
| 005 | STATE TAX - EMPLOYEE | \$ 3,237.68 |
| 120 & 170 | AFLAC INSURANCE - EMPLOYEE | \$ 534.16 |
| 102 | VISION CARE DIRECT - EMPLOYEE | \$ 96.28 |
| 104 | VSP VISION PLANS - EMPLOYEE | \$ 172.35 |
| 140 & 510 | HEALTH INSURANCE - CITY/EMPLOYEE | \$ 20,177.95 |
| 111 & 520 | IMPACT SPORTS & FITNESS- CITY/EMPLOYEE | \$ 279.41 |
| 200 | KS PAYMENT CENTER SUPPORT - EMPLOYEE | \$ 768.57 |
| 206 | CALIFORNIA CHILD SUPPORT - EMPLOYEE | \$ 461.53 |
| 150 & 160 | FLEXIBLE SPENDING ACCOUNT - EMPLOYEE | \$ 972.96 |
| 121 | POLICE & FIREMENS INS. - EMPLOYEE | \$ 20.92 |
| | TOTAL PAYROLL EXPENDITURES | \$ 147,763.30 |

March For Meals Month

A Proclamation

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older;

WHEREAS, the Meals On Wheels Association of America established the National March For Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Senior Nutrition Programs and raise awareness about senior hunger in America;

WHEREAS, the 2016 observance of the March For Meals campaign provides an opportunity to support North Central-Flint Hills Area Agency on Aging Senior Nutrition Programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger;

WHEREAS, Area Agency on Aging Senior Nutrition Programs in Manhattan, Kansas, have served our communities admirably for 42 years; and

WHEREAS, volunteer drivers for Meals On Wheels programs in Manhattan, Kansas, are the backbone of the program and they not only deliver nutritious meals to homebound seniors and individuals with disabilities, but also caring concern and attention to their welfare; and

WHEREAS, Area Agency on Aging Senior Nutrition Programs in Manhattan, Kansas, provide nutritious meals to seniors throughout the city and help them to avoid premature or unnecessary institutionalization;

WHEREAS, Area Agency on Aging Senior Nutrition Programs in Manhattan, Kansas, provide a powerful socialization opportunity for seniors to help combat loneliness and isolation;

WHEREAS, Area Agency on Aging Senior Nutrition Programs in Manhattan, Kansas, deserve recognition for the contributions they have made and will continue to make to our local communities,

NOW THEREFORE, **We the Commissioners of Abilene, Kansas**, do hereby proclaim March 2016 as March For Meals Month.

We urge every citizen to take time this month to honor our Senior Nutrition Programs, the seniors they serve and the volunteers who care for them. Our recognition and involvement of the national 2016 March For Meals campaign can enrich our entire community and help end senior hunger in America—*so no senior goes hungry*®.

Dated this _____ day of March 2016

Mayor, Abilene, Kansas

City of Abilene
Payroll Expenditures Report
03/11/2016 PP#5

| PAYROLL CODE | | TOTALS |
|----------------------|--|----------------------|
| | NET SALARIES | \$ 67,611.54 |
| 051 & 501 | OASDI - CITY/EMPLOYEE | \$ 12,271.42 |
| 049 & 502 | MEDICARE - CITY/EMPLOYEE | \$ 2,869.96 |
| 001 | FEDERAL WITHHOLDING - EMPLOYEE | \$ 10,381.37 |
| 056, 057, 059, & 503 | KPERS - CITY/EMPLOYEE | \$ 9,829.01 |
| 153 | KPERS GROUP LIFE - EMPLOYEE | \$ 100.56 |
| 061 & 504 | KPF - CITY/EMPLOYEE | \$ 10,119.17 |
| 155 | KPF GROUP LIFE- EMPLOYEE | \$ 45.15 |
| 105 & 540 | WADDELL & REED 457 - CITY/EMPLOYEE | \$ 1,905.00 |
| 204 | WADDELL & REED 529 - EMPLOYEE | \$ 125.00 |
| 110 | WADDELL & REED SAVINGS - EMPLOYEE | \$ 220.00 |
| 005 | STATE TAX - EMPLOYEE | \$ 3,104.54 |
| 120 & 170 | AFLAC INSURANCE - EMPLOYEE | \$ 739.24 |
| 102 | VISION CARE DIRECT - EMPLOYEE | \$ 96.28 |
| 104 | VSP VISION PLANS - EMPLOYEE | \$ 213.71 |
| 140 & 510 | HEALTH INSURANCE - CITY/EMPLOYEE | \$ 21,292.46 |
| 111 & 520 | IMPACT SPORTS & FITNESS- CITY/EMPLOYEE | \$ 220.08 |
| 200 | KS PAYMENT CENTER SUPPORT - EMPLOYEE | \$ 768.57 |
| 206 | CALIFORNIA CHILD SUPPORT - EMPLOYEE | \$ 461.53 |
| 150 & 160 | FLEXIBLE SPENDING ACCOUNT - EMPLOYEE | \$ 1,117.45 |
| 121 | POLICE & FIREMENS INS. - EMPLOYEE | \$ 20.92 |
| | TOTAL PAYROLL EXPENDITURES | \$ 143,512.96 |

| MANUAL PAYABLES | | | | | |
|------------------------|--------------|------------|----------------|--------------|-------------------|
| March 14, 2016 | | | | | |
| Date | Check Number | Vendor | Line Item | Amount | Description |
| 02/26/15 | 21347 | Dk Cty EDC | 001-008-520260 | \$ 25,000.00 | Special Incentive |
| Total | | | | \$ 25,000.00 | |

**Recognition of the Vietnam Veterans
A Proclamation**

WHEREAS, The United States of America Vietnam War Commemoration gives us the opportunity for all Americans to recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 - May 15, 1975; and

WHEREAS, more than 9,000 organizations across America have joined with the Department of Defense as a Commemorative Partners to honor our Nation's Vietnam Veterans, including the Dear Vietnam Vet Organization; and

WHEREAS, this commemoration includes the nine million Americans, approximately 7 million living today, who served in the U.S. Armed Forces during this period, and makes no distinction between those who served in-country, in-theater, or were stationed elsewhere during those 20 years – all answered the call of duty; and

WHEREAS, Veteran's Affairs Secretary Robert A. McDonald has designated March 29, 2016, March 29th the last day that U.S. troops were on the ground in Vietnam, as a day to honor those who have "borne the battle," and to extend gratitude and appreciation to them and their families; now

THEREFORE, I, , Dennis P. Weishaar of the City of Abilene, do hereby proclaim March 29, 2016 as

WELCOME HOME VIETNAM VETERAN'S DAY

In Abilene, Kansas

IN WITNESS THEREOF, I hereunto set my hand this 25th Day of March , in the year of our Lord two thousand sixteen.

Signed:

Penny L. Soukup, City Clerk

Dennis P. Weishaar, Mayor

ORDINANCE NO. 3291

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ABILENE, KANSAS FROM "R-3, HEAVY DENSITY RESIDENTIAL DISTRICT" TO "C-4, CENTRAL BUSINESS DISTRICT"

WHEREAS, the property owners of record have requested the City consider rezoning certain property generally described as 410 NW 4th Street from "R-3, Heavy Density Residential District" to "C-4, Central Business District";

WHEREAS, the Planning Commission conducted a Public Hearing per Article 26 of the Zoning Regulations of the City of Abilene, Kansas, on March 8, 2016; and

WHEREAS, the Planning Commission recommended the Governing Body approve the rezoning of the above referenced property upon affirming the findings of fact provided in the Staff Report dated March 4, 2016 and attached hereto as **Exhibit A**.

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

SECTION ONE. Property Rezoned. That property legally described as follows is hereby rezoned from "R-3, Heavy Density Residential District" to "C-4, Central Business District":

The south one hundred twenty-two (122) feet of lot thirty-seven (37), and the north thirty-two (32) feet of lot thirty-seven (37), and all lots thirty-nine (39) and forty-one (41), on northwest Fourth Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

SECTION TWO. Zoning Map; Amended. That the Zoning Map of the City of Abilene, Kansas, as adopted by Ordinance No. 2796 and amendments thereto, is hereby amended to be consistent with the amendments described herein.

SECTION THREE. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

[REMAINDER OF PAGE LEFT BLANK]

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of March, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Staff Report PC-3

Requested Rezoning of 410 NW 4th Street

March 28, 2016

STAFF REPORT

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: PC 16-3 Requested Rezoning of 410 NW 4th Street from "R-3, Heavy Density Residential" to "C-4, Central Business District"
DATE: March 10, 2016

PROPOSAL

The property owner of 410 NW 4th Street is requesting a rezoning from "R-3, Heavy Density Residential" to "C-4, Central Business District" to allow the property owner to operate a semi-formal restaurant on the property.

FACTORS TO BE CONSIDERED

An analysis of the factors to be considered as provided in Section 26-104(b) of the Zoning Regulations may be found in the Staff Report for PC 16-3, which has been included with this memorandum for the governing body's review.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request for the subject property based on the considerations outlined in the Staff Report as described in Article 26-108 of the Zoning Regulations.

PUBLIC HEARING

The Planning Commission conducting the Public Hearing on this item during its regular meeting on March 8, 2016. The Planning Commission received some comments concerning the rezoning request. Most of the concerns addressed parking and the use of the alley for deliveries. An relative of the property owner stated that deliveries would not be done in the alley, but would be done from NW 4th Street. All comments were generally positive and supportive of the request. The minutes of the proceeding have been included with this report for the City Commission's review.

PLANNING COMMISSION RECOMMENDATION

Following the public hearing, the Planning Commission unanimously recommended approval of the proposed ordinance to rezone the property as described. The ordinance is also included with this report for the governing body's review.

PROTEST PETITION

This request is subject to a protest petition as provided in Section 26-105 of the Zoning Regulations as follows:

"If a protest petition against such amendment is filed in the office of the City Clerk within fourteen days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of record of twenty percent (20%) or more of the total area, excepting public streets and ways, which is located within the notification area described in Section 26-102, the ordinance adopting such amendment shall not be passed except by at least a three-fourths majority vote of all the members of the Governing Body."

The deadline to file a valid protest petition for this item is March 22, 2016.

GOVERNING BODY ACTION

Per Section 26-104(c) of the Zoning Regulations, the governing body has the following options with respect to this item:

1. Approve the Planning Commission's recommended ordinance without change.
2. Override the Planning Commission's recommendation by a two-thirds majority vote.
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.

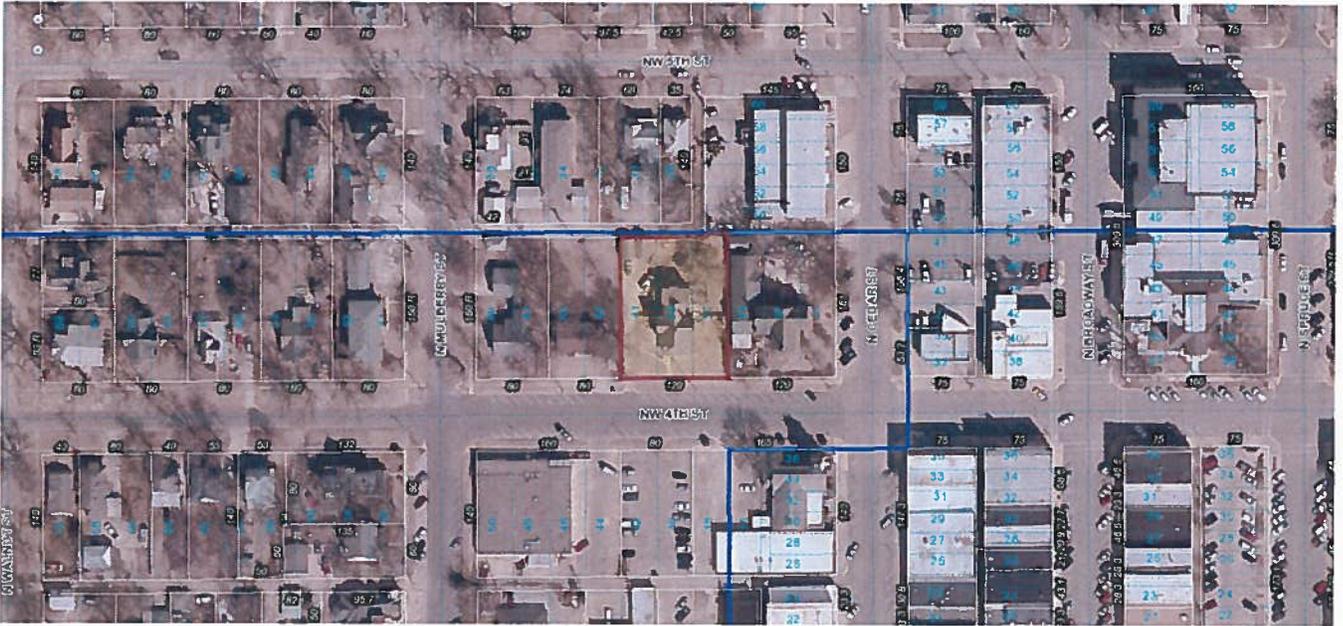
STAFF REPORT

PC 16-3 Requested Rezoning of 410 NW 4th Street from “R-3, Heavy Density Residential District” to “C-4, Central Business District”

| | |
|---|---|
| Date: | March 4, 2016 |
| Owner: | Derek N. Lipson |
| Applicant: | Owner |
| Requested Action: | Rezoning from “R-3, High Density Residential” to “C-4, Central Business” |
| Purpose: | Use of property as a restaurant business |
| Location address: | 410 NW 4 th Street |
| Comprehensive Plan: | Local Economy - Dining opportunities are essential for a sustainable tourism industry. Key Issue 11 – Conflicts between adjacent residential, commercial and industrial uses; Goal A – Minimize the negative impacts of adjacent incompatible land uses through required site improvements; and Goal D – Promote context-sensitive in-fill development. |
| Site’s Existing Zoning: | “R-3, High Density Residential District” |
| Surrounding Zoning and Land Use: | North: “R-3, High Density Residential District” South: “C-4, Central Business District” East: “C-4, Central Business District” West: “R-3 High Density Residential District” |
| Land Area: | Contains 19,200 square feet, more or less |
| Notice Date: | This project was published in the Abilene Reflector-Chronicle on February 15, 2016 and noticed by mail as required by Code. |

COMMENTS

1. The property owner has submitted a business plan (included with this report) for the proposed restaurant for the Planning Commission’s information. The house, constructed between 1884 and 1887, will provide a venue for semi-formal and formal dining for dinner throughout the week. It is unclear from the business plan, but it seems that the property owner is looking at an occupancy of up to fifty people in three different dining rooms.
2. The Comprehensive Plan provides an emphasis on tourism-related industry, of which a restaurant could reasonably be considered part of since a percentage of patrons would be expected to be visitors.
3. The residence is listed on the Heritage Home Association’s list of historically significant houses in Abilene. The proposed use would continue to preserve this important asset to the community, while allowing it to be opened to the general public.



Subject Property of 410 NW 4th Street

RECOMMENDATION AND FINDINGS

Staff recommends approval of the rezoning request for the subject property based on the following considerations outlined in Article 26-108:

1. Whether the change in classification would be consistent with the intent and purpose of these regulations. It is intent of the Commercial Zoning Regulations, found in Article 9 of the Zoning Regulations, to provide for areas of compatible commercial and service businesses in the City. The proposed rezoning would make additional property available for commercial use within the downtown district.
2. The character and condition of the surrounding neighborhood and its effect on the proposed change. The surrounding properties are a mix of land uses to include single-family and multi-family residential as well as commercial, both in the form of retail and service business. The proposed change would modify the land use of an existing residential use to a commercial use, and would not likely negatively affect adjacent properties any more than adjacent existing uses.
3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions. It is the opinion of staff that changing conditions in the area are not a contributing factor in this rezoning request.
4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such change in classification. As previously articulated, the existing land uses adjacent to the subject property are a mix of residential and commercial uses. It is not likely that the rezoning of the subject property will adversely affect adjacent properties any more than what is already present. The only exception to this may be the potential impact of the

proposed use on parking as the current use of the subject property does not have sufficient off-street parking to accommodate the proposed use and anticipated traffic.

Per Section 22-201 of the Zoning Regulations, off-street parking facilities shall not be required in the "C-4, Central Business District." Therefore, if the rezoning is approved, off-street parking will not be required of the applicant. Parking for the commercial use will be limited to available parking within in the public right-of-way adjacent and near the subject property. Staff has inventoried forty-two parking spots within the public right-of-way on NW 4th Street, and there are other parking spots on adjacent streets as well. It should also be noted that the parking lots to the south of the subject property are privately owned and not available for parking unless the property owners agree to allow such use.

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity. The commercial uses listed in Table 9-1 of the Zoning Regulations provides some of the land uses that would be permitted by right in the "C-4, Central Business District." Staff has no reason to believe that any of the permitted uses would create an adverse effect on adjacent uses if the proposed use were to change to another use allowed by right. Many of these uses are already allowed within close proximity to the subject property as it is located on the edge of the existing "C-4, Central Business District."
6. The suitability of the applicant's property for the uses to which it has been restricted. The applicant has provided a business plan and has indicated that the Fire Chief has been through the structure and provided some guidance to bring the property into compliance with the applicable Fire Code for the proposed use. The business plan also provides a list of improvements that will need to be made to the property for restaurant operations.
7. The length of time the subject property has remained vacant or undeveloped as zoned. This point is not applicable to the request.
8. Whether adequate sewer and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on the property if it were reclassified. The subject property is presently on municipal water and sewer and other public utilities, and these public facilities have the capacity needed to serve the proposed use.
9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development. There are several tracts within the downtown district that are vacant and that have the same zoning as what is proposed for the subject property. Staff does not know the specific reasons for why these properties have not developed other than due to a lack of interest or capital on the part of the property owners.
10. Whether the proposed amendment would be in conformance to and further enhance the implementation of the Comprehensive Plan. The Comprehensive Plan shows the immediate area around the subject property to be residential and commercial in the Future Land Use Plan. The proposed amendment aligns with the long-term vision for this part of the community.

11. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification. The general welfare to the public of the proposed is the opportunity for a new business and restaurant. While this may have a minimal impact on the surrounding properties, it is not likely to have a significant impact on public health or safety. Denying the request of the applicant would prevent the property owner from using the property in a productive manner other than as a residential use as either a primary residence or a rental. As a restaurant, the property has the potential of generating significantly more revenue for the property owner than if a rental unit.
12. The recommendations of professional staff and advisors. Staff does not see any major impediments to approving the request, and recommends its approval based on the aforementioned analysis and the fact that the property owner plans to make the necessary improvements to make the proposed use successful. If the restaurant does not work out, the property can easily be converted back to a residential use as explained by the property owner in the business plan.
13. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application.

Planning Commission Action

Per Section 26-104(a) of the Zoning Regulations, the Planning Commission has the following options with respect to this item:

1. Recommend to the governing body approval of the proposed ordinance that would rezone the subject property from "R-3, Heavy Density Residential" to "C-4, Central Business District."
2. Recommend to the governing body denial of the proposed ordinance that would rezone the subject property from "R-3, Heavy Density Residential" to "C-4, Central Business District."

All options will require the Planning Commission to include with its recommendation reasons for such recommendation to the governing body. If a motion for approval fails to gain approval for any reason, the application is deemed to have been denied and will be submitted to the governing body.

ORDINANCE NO. 3292

AN ORDINANCE APPROVING A TEXT AMENDMENT TO ARTICLE 27 SECTIONS 27-401, 27-606, SECTION 27-701 OF THE ZONING REGULATIONS OF THE CITY OF ABILENE, KANSAS, RELATING TO ELECTRONIC MESSAGE CENTERS BY CONDITIONAL USE AND SIGN REQUIREMENTS FOR THE "P-PUBLIC DISTRICT" AND PUBLIC PROPERTY.

WHEREAS, the Planning Commission conducted a public hearing on March 8, 2016, and no comments were received from the public in opposition to the proposed text amendment;

WHEREAS, the Planning Commission recommended the Governing Body approve a Text Amendment to Article 27 of the Zoning Regulations allowing electronic message signs in the "P, Public Use District" upon making certain findings of fact as provided to the Governing Body in a Staff Report dated March 10, 2016 and attached hereto as **Exhibit A**.

BE IT ORDAINED by the Governing Body of the City of Abilene, Kansas:

SECTION ONE. Section 27-401 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

Section 27-401.

- a. **Sign Height:** Sign height shall be measured from the ground elevation at the base of the sign to the highest element of the sign. No sign may exceed the maximum height permitted for buildings in the zoning district in which the sign is located. Except that interstate advertising signs (on-premise) may be sixty-five (65) feet above the interstate roadbed and associated bridges and ramps, with a maximum height of eighty-five (85) feet. Where the interstate roadbed is below the grade elevation of adjoining property, the maximum sign height shall be sixty-five (65) feet. This height may be increased provided a sign survey indicates a need for visibility at ½ mile, which will allow a safe exit from the inside lane of the interstate highway, with a maximum height of 110 feet.
- b. **Illuminated Sign:** A sign designed to give forth artificial light or designed to reflect light derived from any source, shall comply with the following:
 1. Illuminated sign shall be designed so as to reflect or direct light away from any residential dwelling district.
 2. Lighted signs in direct vision of a traffic signal shall not be in red, amber or green illumination.
- c. **Flashing or Moving Signs:** Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this regulation, any revolving, rotating, moving, animated, signs with moving lights or signs which create the illusion of movement shall not be permitted except Christmas or other holiday lights during a period four (4) weeks preceding such holiday. Such signs shall comply with the following:

A sign whereon the current time and/or temperature is indicated by intermittent lighting shall not be deemed as a flashing sign if the lighting changes are limited to the numerals and any ancillary messages (such as community events).

Electronic Message Centers shall be permitted in Public, Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body.

SECTION TWO. Section 27-606 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

27-606. Public District; Requirements. Signs in the Public District shall comply with the area limitations set forth in Table 27-2 above for Commercial Districts, and also be subject to and comply with the following regulations:

- a. Wall signs: Two per building.
- b. Identification signs: One per street frontage.
- c. Directional signs: The number shall be unlimited, provided no single directional sign shall exceed thirty (30) square feet in area.
- d. The number of directional and identification signs internal to the site shall be unlimited, provided a sign plan is submitted to and approved by the Zoning Administrator.
- e. Electronic message center: One per zoning lot, by conditional use pursuant to Section 27-401(c), which may display non-commercial messages or on-site or off-site advertising.

SECTION THREE. Section 27-701 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

27-701. It shall be a violation of these regulations to erect, install, place or maintain the following signs in any zoning district:

- a. Any signs or advertising structures which are not specifically permitted under these zoning regulations.
- b. Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or which obstructs the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited in any sign as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic prohibited. Exterior neon lighting, illuminated banding or other types of lighting that creates a glow is prohibited unless it is approved by the Planning Commission.
- c. Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road of public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by these regulations.
- d. Any sign or advertising structure erected on City property or other governmental property other than signs erected by that governmental entity.

- e. Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- f. Any sign or advertising structure which is erected, installed or maintained upon the rear of a building, however, with the exception of allowing a tenant to identify the business name and/or address on a rear exit door with no greater than six (6) inch non-illuminated letters painted, printed, stenciled, or attached to the face of the rear door. The rear of a building is that side of a building opposite from the principal or main entrance to a building.
- g. "A" Frame sign, except as permitted by Section 27-605.
- h. Abandoned signs.
- i. Off-site advertising and off site development signs, except to the extent specifically authorized by this Article.
- j. Snipe signs, except warning signs posed by public utility companies.
- k. Temporary signs, except as permitted by Section 27-4.
- l. Vehicular signs. Signs on vehicles which are improperly tagged, or inoperable as defined by Abilene City Code. A company or corporation name or logo painted on a motor vehicle or semi-trailer normally in motion, or parked during use, shall not be considered a vehicular sign.
- m. Directly illuminated signs, except to the extent specifically authorized in this Article.

SECTION FOUR. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Abilene, Kansas this 28th day of March, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Staff Report

Proposed Text Amendment

Article 27 of the Zoning Regulations

March 28, 2016

STAFF REPORT

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Proposed Text Amendment to Section 27 of the Signage Regulations
DATE: March 10, 2016

BACKGROUND

The Planning Commission has requested a text amendment to Section 27 of the Zoning Regulations be prepared by staff to allow electronic message centers, as defined by Section 27-2 of said Regulations, as a conditional use in the "P, Public Use District." Presently, Section 27-401(c) states as follows with respect to electronic message centers:

"Electronic message centers shall be permitted in Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application, the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body."

PROPOSAL

Staff is proposing language be amended in Section 27-401, Section 27-606, and Section 27-701 of the Zoning Regulations, so as to allow one electronic message center per lot as a conditional use in the "P, Public Use District." Such sign would be authorized to display on-site and off-site advertising. The proposed language may be found as an attachment to this memorandum as **Exhibit A**.

COMPREHENSIVE PLAN

When considering changes to the Zoning Regulations, it is prudent to review the Comprehensive Plan to determine if the proposed changes align with the community's long-term development plan. The Comprehensive Plan does not provide much direction with respect to signage, and particularly electronic message centers. Some guidance, however, may be found in Key Issue 3 which defines a "lack of coordinated marketing efforts to promote economic and cultural activities." This topic is further articulated in Goal B with "market Abilene to Abilenians." It stands to reason that electronic message centers would address both of these statements and increase the available opportunities for promoting Abilene, its businesses, attractions, and events.

FACTORS TO BE CONSIDERED

Per Section 26-104(b) of the Zoning Regulations, "when a proposed amendment would result in a change in the text of the regulations, but would not result in a change of zoning classification of any specific property, the recommendation of the Planning Commission shall contain a statement as to the nature and effect of such proposed amendment and its reasons for recommending approval or denial."

1. Nature and effect of such proposed amendment. The proposed text amendment would allow electronic message centers as a conditional use in Commercial, Industrial, and Public Districts. Electronic message centers may be used for on-site and off-site advertising, subject to the Zoning Regulations.

Allowing such signs in Public Districts means that electronic message centers could potentially be located in community parks, on or near community facilities such as libraries, schools, hospitals, and other government-owned facilities. An existing example of this provision is the electronic message center located on the north side of the Abilene Middle School adjacent to NW 14th Street. This sign

was grandfathered from previous regulations and is used to advertise community information about the school such as time and temperature and school events.

A recent ruling by the United States Supreme Court in *Reed v. Town of Gilbert* also means that the City will not be able to regulate the content of electronic message centers. According to the City Attorney, public entities who request and are approved for an electronic message center will be able to regulate content through a lease agreement.

2. Reasons for recommending approval or denial.

The Planning Commission recommended approval of the proposed text amendment based on the analysis provided in the staff report for the request.

STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment on the basis that electronic message centers are presently allowed as a conditional use in Commercial and Industrial Districts, and that the proposal would extend such use as a conditional use to the Public District. The conditional use permit process would allow the Planning Commission, Governing Body, and the public to provide input into the decision to allow such signage in a Public District as well as to require location appropriate regulations to minimize any off-site impacts. Finally, the recommendation seems to align with the Comprehensive Plan that identifies the need for additional marketing efforts to promote Abilene.

PUBLIC HEARING

The Planning Commission conducting the Public Hearing on this item during its regular meeting on March 8, 2016. There were no comments received from the public concerning the proposed text amendment.

PLANNING COMMISSION RECOMMENDATION

Following the public hearing, the Planning Commission unanimously recommended approval of the proposed ordinance that would allow electronic message centers in the "P, Public Use District" as a conditional use as attached to this memorandum as **Exhibit A**.

GOVERNING BODY ACTION

Per Section 26-104(c) of the Zoning Regulations, the governing body has the following options with respect to this item:

1. Approve the Planning Commission's recommended ordinance without change.
2. Override the Planning Commission's recommendation by a two-thirds majority vote.
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.

RESOLUTION NO. 032816-1

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
VARNEY AND ASSOCIATES, CPAS, LLC FOR INDEPENDENT FINANCIAL SERVICES**

WHEREAS, the City Commission desires to enter into a Professional Services Agreement (“Agreement”) with Varney and Associates, CPAs, LLC (“Consultant”) for independent financial auditing services.

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

SECTION ONE. Agreement. That an Agreement with Consultant is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of March, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Professional Services Agreement

Varney and Associates, CPAs, LLC

March 28, 2016

AGREEMENT BETWEEN THE CITY OF ABILENE, KANSAS
and
VARNEY & ASSOCIATES, CPAs, LLC
for
AUDITING SERVICES

This Agreement is entered into March 28, 2016 by and between the City of Abilene, (the "City"), and Varney & Associates, CPAs, LLC, a Kansas limited liability company (the "Consultant").

Recitals

A. The City desires to contract for professional auditing services for the purpose of auditing the City's financial statements for the fiscal years ending December 31, 2015, 2016, 2017, 2018, and 2019, in compliance with federal, state, and local regulations.

B. The Consultant has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. **Exhibits.** The following Exhibits are attached to and made a part of this Agreement (Mark with "X" if applicable):

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

2. **Responsibilities of the Parties.** The Consultant agrees to perform the responsibilities outlined in the attached and incorporated Exhibit A relating to the Consultant's audit of the City's financial statements for the years ending December 31, 2015, 2016, 2017, 2018, and 2019.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall remain in effect until completion of the Consultant's auditing services for the fiscal year ending December 31, 2019, subject to the potential for prior termination pursuant to the terms of this Agreement.

4. **Payment.** The City shall pay the Consultant for the performance of its responsibilities pursuant to this Agreement as set forth in Exhibit A. The Consultant shall not perform any additional services requiring additional fees or expenses without first obtaining the City's prior written consent.

5. **Insurance Requirements.**

5.1. **Types and Amount of Coverage.** The Consultant agrees to obtain insurance coverage as specified in Exhibit B, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Consultant subcontracts any of its obligations under this Agreement, the Consultant shall require each such subcontractor to obtain insurance coverage as specified in Exhibit B. Failure of the Consultant or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Consultant of liability.

5.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide, and admitted in the State of Kansas. Except as otherwise specified in Exhibit B, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

5.3. **Certificate of Insurance.** The parties acknowledge that the Consultant has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The City reserves the right to require complete certified copies of all insurance policies procured by the Consultant pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

6. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses are caused by the wrongful acts, negligent acts, errors, or omissions arising out of or related to the services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

7. **Voluntary Termination.** The City may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the Consultant. In the event of such termination, the Consultant shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, reports or other material prepared by the Consultant pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Consultant shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the City from the Consultant may be determined.

8. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement (“Event of Default”).

9. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

9.1. **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party’s rights under this Agreement.

9.2. **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

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

11. **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
Attn: Finance Director
P.O. Box 519
Abilene, KS 67410-0519

CONSULTANT: Varney & Associates, CPAs, LLC
Attn: April G. Swartz, CPA, CGFM
120 N. Juliette
Manhattan, KS 66502

12. **Retention and Inspection of Records.** The Consultant shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. The records shall be maintained during the term of this Agreement, and for a period of three (3) years from the date of final payment under this Agreement (the “Retention Period”); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the

Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Agreement. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Agreement. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

13. **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.

14. **Relationship.** It is expressly understood that Consultant in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Consultant performs its responsibilities as outlined in Exhibit A. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Consultant 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.

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

16. **Compliance with Applicable Law.** Consultant shall comply with all applicable federal, state, and local law in the performance of this Agreement.

17. **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.

18. **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.

19. **Right to Independent Legal Advice.** The Consultant understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Consultant's choice.

20. **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.

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

22. **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.

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

24. **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.

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

26. **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.

27. **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.

28. **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.

29. **Conflict Resolution.** No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

30. **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.

31. **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions inserted or attached, and initialed by all parties, shall supersede all conflicting printed provisions.

32. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

33. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

34. **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: _____
Dennis P. Weishaar, Mayor

Attest: _____
Penny Soukup, CMC, City Clerk

Form: _____
Aaron O. Martin, City Attorney

VARNEY & ASSOCIATES, CPAs, LLC

By: _____
Michelle Crow, CPA
CEO

EXHIBIT A
Scope of Work

See Consultant's attached and incorporated "Detailed Proposal," dated February 1, 2016, attached hereto.

In addition, the following conditions shall be considered reportable during the course of the annual audit:

1. Reportable conditions that are also material weaknesses shall be identified as such in a separate letter to management.
2. Non-reportable conditions discovered by the Consultant shall be reported in a separate letter to management, which shall be referred to in any reports on internal controls.
3. Auditors shall be required to make an immediate, written report in a separate letter to management of all irregularities and illegal acts.

CITY OF ABILENE, KANSAS

**PROPOSAL FOR AUDITING SERVICES
MASTER COPY**

**For The Year Ended December 31, 2015
With Option to Renew for 2016, 2017, 2018 and 2019**

PRESENTED BY

**VARNEY & ASSOCIATES, CPAs, LLC
120 N. Juliette
Manhattan, Kansas 66502
(785) 537-2202**

Contact Person – April G. Swartz, CPA, CGFM

DATE SUBMITTED

February 1, 2016



February 1, 2016

Mayor and Governing Body
City of Abilene
P.O. Box 519
419 N. Broadway
Abilene, KS 67410

Thank you for the opportunity to submit our proposal to audit the financial statements for the City of Abilene, Kansas for the year ending December 31, 2015, with the option to renew for 2016, 2017, 2018 and 2019.

Varney & Associates, CPAs, LLC offers experience, integrity, confidentiality, and a team that is committed to providing you the best experience. Our firm is highly regarded within the public accounting profession. Our team of specialized auditors provides value to your organization by offering advice and recommendations on your business operations, tools for increasing efficiencies and improving internal controls. We take pride in our work and provide unparalleled and timely service. We strive to maintain continuity in our staff and assign those that are familiar with your organization to promote and maintain long-term relationships.

We will make every effort to accommodate your personnel with the timing of the audit. Our dedicated team of accountants will be committed to working with your staff in completing the requested services in a thorough and timely manner. We are very flexible and willing to address any questions during fieldwork and throughout the year.

The following proposal outlines our understanding of the scope and intent of the audit, our team, our experience, and our proposed professional fees for this project. As you review the information, please feel free to contact me at 785-537-2202 to discuss any questions that you may have. My email address is aswartz@varney.com. Varney & Associates, Leading the Way to Your Success!

Sincerely,

April G. Swartz, CPA, CGFM
Varney & Associates, CPAs, LLC

CITY OF ABILENE, KANSAS

PROPOSAL FOR AUDITING SERVICES

**For The Year Ended December 31, 2015
With Option to Renew for 2016, 2017, 2018 and 2019**

PRESENTED BY

**VARNEY & ASSOCIATES, CPAs, LLC
120 N. Juliette
Manhattan, Kansas 66502
(785) 537-2202**

Contact Person – April G. Swartz, CPA, CGFM

DATE SUBMITTED

February 1, 2016

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

INDEPENDENCE OF THE AUDITING FIRM

In accordance with guidelines established by the American Institute of Certified Public Accountants (AICPA), and *Government Auditing Standards*, Varney & Associates, CPAs, LLC, affirms that no member of the firm has any direct or indirect business or investment relationship with the City, and that no member of the firm has any family or financial relationship with any elected officials, appointed employees, or department heads of the City.

We are independent in all respects to the City of Abilene, Kansas.

PROFILE OF THE AUDITING FIRM

Varney & Associates, CPAs, LLC is a leading regional professional service organization, established in 1959, and located in Manhattan, Kansas. Michelle Crow, CPA, is the CEO of Varney & Associates. She leads a dynamic team of 45 associates; of those 26 are certified public accountants. Twelve members of our office comprise the non-profit/governmental audit team. Included in our team is a Certified Government Finance Manager.

We are set apart from other CPA Advisory firms because we are large enough to serve a wide client base, yet small enough for personal service. We service over 2,300 clients, including more than 115 not-for-profit and governmental clients. We have a broad range of non-profit and governmental clients with varying amounts of activity, whether it is revenue, asset based, or both.

Varney & Associates, CPAs, LLC is a full service firm dedicated to providing high quality accounting, tax, financial planning, computer technology, management advisory, and attest services. We provide a broad range of management consulting services to clients at all levels in all functional/technical areas, including organizational planning, personnel management, classification and pay plans, financial planning and control, revenue and taxation, management services, data systems, planning and development, programs and performance evaluation, facility planning and general management.

Statement on Quality Peer Review

We have successfully completed quality reviews every three years as required by law. The Quality Review Program for our firm was successfully completed by an outside review team in August 2014, as required by the American Institute of Certified Public Accountants and Kansas law. A copy of our peer review report is attached. We received a pass rating, which is the highest rating that a public accounting firm may receive. As a result, a letter of comments was not issued. Our firm has never been subject to disciplinary action by either state or federal authorities.

Membership in Professional Organizations

Our certified public accountants are members of the AICPA and the Kansas Society of CPAs, as well as other professional organizations. April Swartz is a member of the Government Finance Officers Association (GFOA) and serves on the CAFR Review Committee. She is also a member of the Kansas Government Finance Officers Association.

Client Retention History

Following is a listing of Kansas municipal audits and retention history:

| | |
|-------------------|---|
| City of Manhattan | 2008 – 2012; current contract for 2013 – 2017 Included A-133 Federal Program Audit |
| City of Emporia | 2011 – 2014; current contract for 2015 – 2019 Included A-133 Federal Program Audits |
| City of Chapman | 2008 – 2014; current contract for 2015 - 2017 |
| City of Wakefield | 2006 – 2014; current contract for 2015 |
| City of Oberlin | 2014; current contract for 2015 – 2018 Included A-133 Federal Program Audit |
| City of Ness City | 2014; current contract for 2015 |
| City of Edgerton | 2015 - 2017 |
| City of Abilene | Varney & Associates, CPAs, LLC performed the audits for the City of Abilene from 2004 through 2008. |

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

Client References

We are certain that these individuals can provide you with valuable insight as to why they chose and continue to choose Varney & Associates.

City of Emporia (GAAP Financial Statements-CAFR)
Mark McAnarney, City Manager
620-343-4286

City of Oberlin (KMAAG Financial Statements)
Steve Zodrow
785-475-2217

City of Chapman (KMAAG Financial Statements)
Erin Tilton, City Clerk
785-922-6582

City of Ness City (KMAAG Financial Statements)
Wanda Gabel, City Clerk
785-798-2229

City of Wakefield (KMAAG Financial Statements)
Jeri Mason, City Clerk
785-461-5886

Abilene School District #435 (KMAAG Financial Statements)
Angie Schneider, Board Clerk
785-263-2630

Additional Services Available

Our firm has the ability to provide additional services to the City, including but not limited to budget assistance, payroll services, IT services, and routine consulting.

Our non-profit/governmental audit team is passionate about their work and passionate about our clients. As a valued client, our auditors are available year-round for incidental accounting questions, not just during the audit process. And these incidental questions are included in the audit fee. If substantial time is required for additional services, an agreed rate would be negotiated prior to start of the process. Our motto is "Leading the Way to Your Success" and we care about the success of your organization.

Our reputation among other governments, both larger and smaller than your City, is profound. We routinely maintain clients that normally would rebid their audit, simply because they prefer working with Varney & Associates. Our staff is personable, professional, intelligent and easy to get along with and they provide a quality audit in a timely manner. Choosing Varney & Associates, CPAs, LLC offers a high-quality service for the lowest overall cost.

PRIOR AUDIT EXPERIENCE

As indicated in the Client Retention History section, we currently perform the annual financial statement audits for seven Kansas cities. Two of the cities prepare financial statements in accordance with generally accepted accounting principles, and five prepare financial statements in accordance with the *Kansas Municipal Audit and Accounting Guide* (KMAAG). Two of the cities participate in the Comprehensive Annual Financial Statement Certificate Program offered through the GFOA. We have performed Single Audits in relation to the City of Oberlin, the City of Emporia and the City of Manhattan. Specifically, we have performed Single Audits related to Airport Improvement Projects for the cities of Emporia, Manhattan, and Oberlin. In addition, we perform Single Audits for a variety of other governmental and nonprofit clients, including Abilene School District #435. Other governmental clients that we service include rural water districts and school districts, including Salina #305 and Manhattan #383.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

STAFF QUALIFICATIONS

Engagement Staff

Our audit team is comprised of nine CPAs, including one certified government financial manager, and they are responsible for non-profit and governmental entities. In addition, we have three accountants that assist on the audits.

This engagement will be staffed by four full-time auditors of the audit team; an engagement partner, a senior manager, a senior staff accountant and a staff accountant. Our staff exceeds the minimum annual professional education requirements established by the American Institute of Certified Public Accountants (AICPA) and the Kansas Board of Accountancy. Their main focus for continuing education is auditing standards including: Applying A-133 to Non-profit and Governmental Organizations, Auditor's Risk Assessment Process, Governmental Accounting and Auditing Seminar, Advanced Audit Watch, and Auditing and Reviewing Field Work.

Michelle Crow, CEO, CPA – Engagement Partner

Michelle Crow, owner, has been with Varney & Associates, CPAs, LLC since 1997. She has over 20 years' experience in public accounting. She graduated from Kansas State University with her Bachelors of Science in Accounting and Masters of Accountancy. Michelle is a Certified Public Accountant and is also certified to perform Yellow Book audits as outlined in Government Auditing Standards.

Michelle is an auditor specializing in financial institution, non-profit, governmental, and Federal A-133 audits. She plans and performs governmental and not-for-profit audits, including the City of Manhattan, USD #383 – Manhattan, USD #305 – Salina, USD #435 – Abilene, and USD #378 – Riley. She reviews most of the audits that are prepared by other firm accountants. She is a member of the American Institute of Certified Public Accountants and Kansas Society for Certified Public Accountants.

April G. Swartz, CPA, CGFM – Senior Manager/In Charge

April Swartz joined Varney & Associates, CPAs, LLC in 2008, and she has over 21 years of auditing experience. She also served as the city clerk for a community in Kansas for 8 years. She received her Bachelor of Science in Accounting from Emporia State University. April holds certifications as both a Certified Public Accountant and a Certified Government Financial Manager. In addition, April is certified to perform Yellow Book audits, as outlined in Government Auditing Standards. She is a member of the GFOA Comprehensive Annual Report (CAFR) Review Committee, the American Institute of Certified Public Accountants and the Kansas Society of Certified Public Accountants.

April is an auditor specializing in audits of non-profit and governmental entities. She plans and performs audits, including the City of Emporia, City of Wakefield, City of Chapman, City of Oberlin, City of Ness City, City of Edgerton, USD #435 – Abilene, and many non-profit organizations.

Taylor Penick, CPA – Senior Staff Accountant

Taylor Penick received his Bachelors of Science in Business Administration with emphasis in Accounting from Kansas State University and is a Certified Public Accountant. He joined Varney & Associates in 2014 with over three years of governmental and non-profit auditing experience. Taylor is certified to perform Yellow Book audits, as outlined in Government Auditing Standards.

Taylor is an auditor specializing in audits of non-profit and governmental entities. He plans and performs audits, including the City of Emporia, City of Manhattan, several rural water districts, and many non-profit organizations.

Taryn Rennaker – Staff Accountant

Taryn Rennaker joined the firm in 2015 and is part of the governmental and nonprofit audit team. Taryn is a graduate of Kansas State University with dual degrees in accounting and general management. Taryn currently assists on governmental and nonprofit audits. Taryn is also working toward Yellow Book certification.

Taryn is an auditor specializing in audits of non-profit and governmental entities. She assists on various governmental and non-profit audits.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

AUDITING FIRM'S SERVICES

The Audit Process

Our audit will consist of four steps: planning, testing, review and reporting.

Planning

The planning phase directs the entire audit process. During the planning process, we will acquire an understanding of the environment in which the City operates. We will gain this understanding through discussions with officials and reviewing budgets, long-range plans, financial systems, legislative and applicable statutes, recent financial statements, organizational structure, prior auditor work papers and reports.

Internal Control Evaluation

During the planning phase, internal controls for significant audit areas will be evaluated. This will include a review through discussions with various staff, observation, and walk through of the processes and controls. This will help direct the risk assessment process and tailoring of audit procedures to be performed during fieldwork. This is called the internal control evaluation.

Analytical Reviews

Our staff is trained in the use of analytical reviews which we utilize to avoid spending significant time examining transactions which have little or no importance to the financial statements as a whole, or which represent minimal risk. We accomplish this through our reviews of the budget and financial statements looking for unusual trends and results. When an area of importance is revealed through this study, extended audit procedures will be focused on areas of unusual results or potential audit risks.

Risk Assessment

Through information obtained from internal control evaluation, analytical reviews, client discussions and knowledge of client and industry, a risk assessment will be performed. Audit areas will be reviewed and areas of greater risk will be focused on. This will also guide our audit procedures.

Communications with City Staff

Prior to the audit, we will discuss our audit approach and establish procedures and coordinate the timing of our work. We will provide a list of items needed to complete the audit to City staff prior to us arriving for fieldwork. We will coordinate with staff the days in which the procedures will be accomplished. This process will help the staff to understand the audit process, ascertain what will be expected from them in terms of material and data, and gain the understanding necessary to monitor our progress. This gives you and us great communication and keeps the process very efficient.

Finalize the Audit Plan

The results of the above steps will enable us to finalize our audit plan. The procedures we decide to use will allow us to determine if identified controls are functioning properly and which substantive tests we will use.

Testing

Once the audit program is developed, we will conduct compliance tests and substantive tests.

- Compliance testing tells us if controls are functioning as designed. We will also test for compliance with applicable laws, regulations and City policies.
- Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. The extent of these tests is determined by the results of the compliance testing.

Our audit team will perform the audit using ProSystem fx Engagement, a paperless audit software. This software product enhances the audit process by allowing us to create and store our workpapers electronically. We also use make use of an electronic portal which allows you to send us files safely and securely.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

AUDITING FIRM'S SERVICES, continued

Review

Throughout the audit, the senior manager and senior staff accountant compile a list of control deficiencies, weaknesses in internal controls, as well as any helpful recommendations for improvement in your organization. The engagement partner reviews those items and determines which are significant deficiencies and material weaknesses, which are reported in the AU 325 letter. Prior to inclusion in this communication, the matters will be discussed with management. All audits are reviewed by the audit partner assigned to this engagement. This includes a detailed review of every work paper, and a review of the financial statements and related opinions.

Reporting

At the conclusion of our audit of the financial statements, we will issue draft reports to be approved by management. Once the reports are approved, we will make final copies available to your management and elected officials. These reports include (1) the auditor's report to be included with the financial statements, (2) a required communications letter summarizing the results of our audit for your governing body and (3) an internal control letter, if applicable, identifying areas of internal control that need improvement.

Monitoring the Engagement Quality

We utilize electronic workflow software which enhances our current audit processes. This software allows the in-charge individual to assess the status of the engagement on a daily basis. We have the ability to view the project in real-time to ensure assignments are being completed on a timely basis. The in-charge will continually brief the engagement partner of the status of the engagement, including timing and any issues that may arise, who will in turn communicate that information to the City.

All work is prepared by one accountant and reviewed by a second accountant. Reviews are completed by someone at a manager level or higher. A third accountant conducts a technical review of the financial statements to ensure they meet the applicable standards.

The goal of our team is to have draft reports to management within thirty days of the completion of fieldwork. We would anticipate beginning fieldwork as soon as management is ready. We strive to have all of our city audits issued by June 30th, to allow the audited information to be used for budget preparation purposes.

COMPENSATION

Services and Key Deliverables

The scope and intent of the audit engagement will include:

1. Examination of the City's financial records and expressing an opinion on the financial statements for the years ending December 31, 2015, 2016, 2017, 2018 and 2019, in accordance with generally accepted auditing standards, *Government Auditing Standards*, the provisions of OMB Circular A133, if applicable, and the *Kansas Municipal Audit and Accounting Guide*.
2. Delivery of a required communications letter AU 380, which will summarize the results of our audit and include any control deficiencies and recommendations.
3. Delivery of AU 325 letter, if necessary, which will include any significant deficiencies and material weaknesses of internal controls that we discover as a result of our examination.
4. Delivery of all reporting required by the A-133 Single Audit Requirements, including completion of the Data Collection Form required for submission to the federal clearinghouse.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

COMPENSATION, continued

Pricing

We propose to provide the aforementioned services and key deliverables for the City of Abilene, Kansas as follows:

Five-year agreement

- December 31, 2015 - \$13,000
- December 31, 2016 - \$13,000
- December 31, 2017 - \$13,500
- December 31, 2018 - \$13,500
- December 31, 2019 - \$13,500

For the years that a Single Audit is required, there will be an additional fee of \$1,500 per major program.

We prepare our contracts on a "not to exceed" basis which means the price you choose is the maximum annual audit fee for the duration of the contract, with no additional out-of-pocket costs, such as travel.

The City is considered a valued client and therefore, any incidental accounting questions that may arise would be included in the proposed bid. If the need arises requiring the engagement team to render additional services, the fees would be billed at our normal rates which range from \$105 to \$265 per hour.

HAY·RICE & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

CHARTERED

LIBERAL

J. H. HAY, CPA
STEPHEN G. RICE, CPA
CRAIG HAY, CPA
DUSTIN ORMISTON, CPA
RODNEY K. HAY, CPA

21 PLAZA DRIVE
P.O. BOX 2707
LIBERAL, KS 67905-2707
(620) 624-8471
FAX (620) 624-9260
HRA@hayrice.com

System Review Report

August 20, 2014

To the Owners
Varney & Associates, CPA's, LLC
and the Peer Review Committee of the
Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Varney & Associates, CPA's, LLC (the firm) in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) I engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Varney & Associates, CPA's, LLC, in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Varney & Associates, CPA's, LLC has received a peer review rating of *pass*.

Hay·Rice & Associates, Chartered

Hay·Rice & Associates, Chartered

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

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**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

AUDITING FIRM'S SERVICES, continued

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4. Delivery of all reporting required by the A-133 Single Audit Requirements, including completion of the Data Collection Form required for submission to the federal clearinghouse.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

COMPENSATION, continued

Pricing

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The City is considered a valued client and therefore, any incidental accounting questions that may arise would be included in the proposed bid. If the need arises requiring the engagement team to render additional services, the fees would be billed at our normal rates which range from \$105 to \$265 per hour.

RESOLUTION NO. 032816-2

**A RESOLUTION APPROVING A DESIGNATED FUND AGREEMENT WITH THE
COMMUNITY FOUNDATION OF DICKINSON COUNTY, INC. CONCERNING CHISHOLM
TRAIL FESTIVITIES**

WHEREAS, the City Commission desires to enter into a Designated Fund Agreement (“Agreement”) with the Community Foundation of Dickinson County, Inc. (“Foundation”) for Chisholm Trail festivities.

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

SECTION ONE. Agreement. That an Agreement with Foundation is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of March, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Designated Fund Agreement

Community Foundation of Dickinson County, Inc.

March 28, 2016

**THE COMMUNITY FOUNDATION OF DICKINSON COUNTY, INC.
DESIGNATED FUND AGREEMENT**

THIS AGREEMENT is made on March 28, 2016, by and between The Community Foundation of Dickinson County, Inc. (the "Foundation"), and the City of Abilene, Kansas (hereinafter referred to as the "Donor").

The Donor desires to create a charitable Designated Fund in the Foundation; and the Foundation is a nonprofit Kansas corporation exempt from taxation under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in section 170(b)(1)(A)(vi) of the Code, and is an appropriate institution within which to establish such a charitable endowment.

The Foundation is willing and able to create this expendable project fund as a Designated Fund, subject to the following terms and conditions:

1. **NAME OF THE FUND.** There is hereby established in the Foundation, and as a part thereof, a fund designated as the Chisholm Trail Fund (referred to as "the Fund") to receive and administer gifts, in whatever form of money or property.
2. **PURPOSE.** The primary purpose of the project Fund shall be to provide support to the promotion of the Chisholm Trail within the meaning of Code section 509(a)(1), or 509(a)(2), or 509 (a)(3) organization to carry out its role and mission as described by its governing documents.
3. **GIFTS.** The Donor transfers irrevocably to the Foundation the following property to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person whether an individual, corporation, trust, estate, or organization (hereinafter referred to as "Donor") may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Foundation.

Initial gift: \$0

4. **DISTRIBUTION.** Pursuant to the current spending policy, the annual earnings allocable to the Fund, net of the fees and expenses set forth in paragraph 11, and principal, may be committed, granted, or expended only for purposes described in Code section 170(c)(1) or (2)(B) to organizations described in Code section 509(a)(1), 509(a)(2), or 509 (a)(3); provided, however, that such purposes are consistent with the exempt status and purposes of the Foundation. If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a Donor's conditions or restrictions as to the use of the gift or income therefrom, these conditions or restrictions will be honored, subject, however, to the authority of the Foundation's Board of Directors (the "Board") to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Foundation or needs of the community served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code section 501(c)(3) status.

5. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Kansas laws and the Foundation's Articles of Incorporation and Bylaws. The Board shall monitor the distribution of the Fund to ensure it is used exclusively for charitable or other exempt purposes (within the meaning of Codes section 170(c)(I) or (2)(B)), and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9(e)(II)(v)(B).

The Board agrees to provide the Donor a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

6. CONDITIONS FOR ACCEPTANCE OF FUNDS. The Donor agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and Bylaws of the Foundation as from time to time amended. The Fund shall at all times be subject to various terms and conditions concerning presumption of donor's intent; variance from donor's direction; and amendments agreed upon by the Foundation.

7. CONTINUITY. The fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable or other exempt purposes that: (a) are within the scope of the charitable or other exempt purposes of the Foundation's Articles of Incorporation; and, (b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

8. NOT A SEPARATE TRUST. The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as a separate trust; provided that for purposes of determining the share of the Foundation's earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of the Foundation shall be a percentage determined by dividing the gift to the Fund by the then value of the total assets of the Foundation. This percentage interest will be adjusted at the time of each addition to or reduction of the assets of the Foundation.

9. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.

10. INVESTMENT OF FUNDS. The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest, and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes.

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting,

transferring, or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

The Donor has executed this Agreement and the Foundation Board has approved it as indicated by the signatures below.

“Donor”

City of Abilene, Kansas
By: Dennis P. Weishaar, Mayor

Date

“Foundation”

The Community Foundation of Dickinson County, Inc.
By: David Mills, Board Chair

Date

COMMUNITY FOUNDATION
OF DICKINSON COUNTY

For good. For ever.®

The Community Foundation of Dickinson County, Inc.
Administrative Fees

Funds of The Community Foundation of Dickinson County, Inc., with the exception of scholarship and project funds, will be assessed an administrative fee. The administrative fee of 1.25% of the average monthly fund balance will be assessed quarterly at the close of each quarter.

Scholarships funds will be assessed an administrative fee. The administrative fee of 2.5% of the average monthly fund balance will be assessed quarterly at the close of each quarter. This change for scholarship funds will be effective July 1, 2014.

Gifts to project funds will be assessed a one-time 2% administrative fee when first placed with the Foundation. There is a minimum administrative fee of \$200.00 per project.

Approved by the Board of Directors on 02.10.06

Approved by the Board of Directors on 10.05.07

Approved by the Board of Directors on 12.13.13

ORDINANCE NO. 3293

AN ORDINANCE RENEWING AND EXTENDING ORDINANCE NO. 3054 TO D.S. & O. RURAL ELECTRIC COOPERATIVE, ASSOCIATION, INC., n/k/a DS&O ELECTRIC COOPERATIVE, INC. GRANTING AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ABILENE, KANSAS.

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

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor — shall mean the City of Abilene, Kansas.

Company as the Grantee — shall mean DS&O Electric Cooperative, Inc., a Kansas Corporation.

Distributed or Distribution — shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities — shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts — shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term include revenue from certain

miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project— shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development — shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way — shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way — shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full

term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term.

a. The term of this Franchise shall be twenty (20) years from the effective date of this Ordinance.

b. Upon sixty (60) days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been Distributed within the City. The Company shall pay the City:

A sum equal to six percent (6%) of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 3168. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided

herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location, construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall

constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City.

Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs, landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the

traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects. In the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken

information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

h. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

i. It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City

and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

j. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

k. The city encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

l. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9. Acceptance of Terms by Company.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 10. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 11. Invalidity of Ordinance.

In any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 12. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 13. Repeal of Conflicting Ordinances.

Ordinance No. 3054, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing body on the ____ day of _____, 2016.

Mayor

City Clerk

| MANUAL PAYABLES | | | | | |
|------------------------|---------------------|-----------------|------------------|---------------|--|
| March 28, 2016 | | | | | |
| Date | Check Number | Vendor | Line Item | Amount | Description |
| 03/18/16 | 21444 | BNSF Railway Co | 002-022-520661 | \$ 4,750.00 | Permit tracking #16-54600 - ROW permit & liability insurance |
| Total | | | | \$ 4,750.00 | |

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March 2016

| Name | Check Date | Check Amt | |
|-----------------------------------|------------------------------|-----------|---|
| 002000 Astra Bank checking | | | |
| Paid Chk# 021445 | ABILENE & SMOKY VALLEY RR | 03/25/16 | \$210.00 42 PARTICIPANTS - EASTER TRAI |
| Paid Chk# 021446 | ABILENE MUNICIPAL COURT | 03/25/16 | \$805.00 ALLAN RUBOYIANES 15-0649 BOND |
| Paid Chk# 021447 | ABILENE PUBLIC LIBRARY | 03/25/16 | \$6,392.54 MARCH 2016 DISTRIBUTIONS |
| Paid Chk# 021448 | AFLAC | 03/25/16 | \$709.84 |
| Paid Chk# 021449 | APAC, INC - SHEARS | 03/25/16 | \$448.08 COLD PATCHING MATERIAL |
| Paid Chk# 021450 | ARLAN CO INC | 03/25/16 | \$307.20 FIELD MARKING PAINT |
| Paid Chk# 021451 | AT & T | 03/25/16 | \$75.91 INTERNET |
| Paid Chk# 021452 | BAYER CONSTRUCTION CO, IN | 03/25/16 | \$534.07 STREET/ALLEY ROCK |
| Paid Chk# 021453 | CALIFORNIA STATE DISBURSEM | 03/25/16 | \$461.53 #200000001719850 Order#SBFSS90 |
| Paid Chk# 021454 | CCMFOA OF KANSAS | 03/25/16 | \$100.00 2016 ANNUAL DUES SOUKUP & MOHR |
| Paid Chk# 021455 | CLARK, MIZE & LINVILLE CHART | 03/25/16 | \$5,075.00 FEB 2016 SERVICE |
| Paid Chk# 021456 | D S & O RURAL ELECTRIC COO | 03/25/16 | \$41.75 WATER TOWER & LIGHT @ CORNER C |
| Paid Chk# 021457 | DON'S TIRE & SUPPLY | 03/25/16 | \$1,109.66 ROTATE & BALANCE CAR 3 |
| Paid Chk# 021458 | FOURTH GRADE FORESTERS | 03/25/16 | \$268.50 4TH GRADE FORESTER TREES |
| Paid Chk# 021459 | HD SUPPLY WATERWORKS | 03/25/16 | \$3,023.32 FIRE HYDRANT REPAIRS |
| Paid Chk# 021460 | MICHAEL HOOK | 03/25/16 | \$1,458.33 CONTRACT LABOR |
| Paid Chk# 021461 | IMAGE QUEST | 03/25/16 | \$241.99 COPIES |
| Paid Chk# 021462 | IMPACT SPORTS & FITNESS | 03/25/16 | \$247.92 |
| Paid Chk# 021463 | KA-COMM, INC. | 03/25/16 | \$563.50 REMOVE EQUIPMENT CAR 2 |
| Paid Chk# 021464 | KANSAS GAS SERVICE | 03/25/16 | \$3,943.21 GAS SERVICE |
| Paid Chk# 021465 | KDHE BUREAU OF WATER | 03/25/16 | \$60.00 INDUSTRIAL STORMWATER PERMIT |
| Paid Chk# 021466 | KSU/KANSAS FOREST SERVICE | 03/25/16 | \$75.00 TCUSA RECOGNITION DAY - J. BAR |
| Paid Chk# 021467 | LA RUE DISTRIBUTING INC | 03/25/16 | \$210.95 COFFEE |
| Paid Chk# 021468 | LAST CHANCE GRAPHICS | 03/25/16 | \$236.00 CITY OF PLAINS BANNERS |
| Paid Chk# 021469 | M & S TREE SERVICE | 03/25/16 | \$150.00 HANG NETS @ 3, 4 & 5 |
| Paid Chk# 021470 | MATRIX MEDIA INC | 03/25/16 | \$1,995.00 COLOR AD 2016 TRAVEL KS MAGAZI |
| Paid Chk# 021471 | MIDWEST CONCRETE MATERIA | 03/25/16 | \$511.00 STREET REPAIR NEW WATER SERVIC |
| Paid Chk# 021472 | NATIONAL GREYHOUND ASSOC | 03/25/16 | \$250.00 2016 SPRING MEET SPONSORSHIP |
| Paid Chk# 021473 | NATIONAL LEAGUE OF CITIES | 03/25/16 | \$1,117.00 2016-2017 DUES |
| Paid Chk# 021474 | NEOFUNDS BY NEOPOST | 03/25/16 | \$159.72 POSTAGE |
| Paid Chk# 021475 | NEOPOST USA INC | 03/25/16 | \$138.00 POSTAGE METER RENTAL |
| Paid Chk# 021476 | NEX-TECH | 03/25/16 | \$100.00 OFFSITE BACKUP |
| Paid Chk# 021477 | OSBORN PROPERTIES | 03/25/16 | \$200.00 BILLBOARD |
| Paid Chk# 021478 | PACE ANALYTICAL SERVICES | 03/25/16 | \$315.20 LAB ANALYSIS SAMPLES |
| Paid Chk# 021479 | PLAYER, MICHAEL | 03/25/16 | \$547.84 TRAVEL TO DALLAS |
| Paid Chk# 021480 | POLICE & FIREMANS INSURANC | 03/25/16 | \$20.92 |
| Paid Chk# 021481 | PRAIRIE FIRE COFFEE | 03/25/16 | \$83.80 COFFEE |
| Paid Chk# 021482 | QUILL | 03/25/16 | \$179.96 SD CARD READER/TRAY/CD/ORGANIZ |
| Paid Chk# 021483 | CORINA RYLAND | 03/25/16 | \$46.60 SISTER CITY SUPPLIES |
| Paid Chk# 021484 | SAMS CLUB/GECF | 03/25/16 | \$144.35 SUPPLIES |
| Paid Chk# 021485 | SELLERS TRACTOR CO INC | 03/25/16 | \$314.01 STREET SWEEPER WATER PUMP |
| Paid Chk# 021486 | SMART INSURANCE | 03/25/16 | \$605.00 INSURANCE 2 - 2016 EXPLORERS & |
| Paid Chk# 021487 | STOUT, BECKY | 03/25/16 | \$120.00 REFUND HOA VB FEE |
| Paid Chk# 021488 | THOMAS OUTDOOR ADVERTISI | 03/25/16 | \$650.00 BILLBOARDS |
| Paid Chk# 021489 | US POST OFFICE-POSTMASTER | 03/25/16 | \$1,100.00 REGULAR BILLING APRIL 2016 |
| Paid Chk# 021490 | USABLUEBOOK | 03/25/16 | \$265.57 FLEXIBLE DISCHARGE HOSE |

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| Name | Check Date | Check Amt | |
|---|------------|---------------------|-------------------------------|
| Paid Chk# 021491 VISA - UMB ADMINISTRATION | 03/25/16 | \$1,174.05 | SUPPLIES |
| Paid Chk# 021492 VISA - UMB COMMUNITY DEVEL | 03/25/16 | \$123.13 | SUPPLIES |
| Paid Chk# 021493 VISA - UMB CVB | 03/25/16 | \$2,886.02 | SUPPLIES |
| Paid Chk# 021494 VISA - UMB FIRE DEPT | 03/25/16 | \$3,068.69 | SUPPLIES |
| Paid Chk# 021495 VISA - UMB MUNICIPAL COURT | 03/25/16 | \$9.98 | SUPPLIES |
| Paid Chk# 021496 VISA - UMB PARKS | 03/25/16 | \$4,725.43 | SUPPLIES |
| Paid Chk# 021497 VISA - UMB POLICE DEPT | 03/25/16 | \$1,618.77 | SUPPLIES |
| Paid Chk# 021498 VISA - UMB PUBLIC WORKS | 03/25/16 | \$3,410.39 | SUPPLIES |
| Paid Chk# 021499 VISION CARE DIRECT | 03/25/16 | \$110.58 | |
| Paid Chk# 021500 VISION SERVICE PLAN | 03/25/16 | \$213.65 | |
| Paid Chk# 021501 WADDELL & REED | 03/25/16 | \$2,250.00 | |
| Paid Chk# 021502 WAGEWORKS | 03/25/16 | \$115.00 | FSA MONTHLY ADMIN FEE |
| Paid Chk# 021503 JACK E MEEHAN | 03/25/16 | \$42.50 | WASH & IRON TABLECLOTHES |
| Paid Chk# 021504 WEIS FIRE & SAFETY EQUIPME | 03/25/16 | \$412.46 | TWISTER W/GRIP & MNST ADAPTER |
| Paid Chk# 021505 WELLS, JANDI | 03/25/16 | \$25.00 | REFUND YSOCCER |
| Paid Chk# 021506 WESTAR ENERGY | 03/25/16 | \$46,554.58 | ELECTRIC SERVICE |
| Paid Chk# 021507 WESTERN EXTRALITE COMPAN | 03/25/16 | \$197.08 | 12 VOLT POWER CONVERTER |
| Paid Chk# 501048E Biweekly ACH | 03/11/16 | \$67,611.54 | |
| Total Checks | | \$170,162.12 | |

FILTER: None

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December 2015

Check Amt Invoice Comment

002000 Astra Bank checking

Paid Chk# 021436 03/14/16 OLSSON ASSOCIATES

E 005-000-530260 SPECIAL PROJECTS \$10,665.80 013-0286 RUNWAY REHAB ENGINEERING NOV 2015

Total OLSSON ASSOCIATES \$10,665.80

Paid Chk# 021437 03/14/16 PRASSE, RANDY

E 013-131-520700 RENT-CONTRACTS-MAINT AG \$474.95 STM 112215 TRAVEL EXPENSE CVB DIRECTOR INTERVIEW

Total PRASSE, RANDY \$474.95

002000 Astra Bank checking \$11,140.75

Fund Summary

002000 Astra Bank checking

005 AIRPORT FUND \$10,665.80

013 TOURISM & CONVENTION FUND \$474.95

\$11,140.75

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March 2016

| | | Check Amt | Invoice | Comment |
|-----------------------------------|----------------|--------------------------------------|-----------------------------|--|
| 002000 Astra Bank checking | | | | |
| Paid Chk# | 021353 | 03/14/16 | 3 NERDS AND A SERVER, LLC | |
| E | 013-131-520740 | PROMOTION, ADS, MARKETIN | \$108.52 | 2643 WEBSITE SERVICES |
| | Total | 3 NERDS AND A SERVER, LLC | \$108.52 | |
| Paid Chk# | 021354 | 03/14/16 | AAKC | |
| E | 001-008-520910 | DUES-SUBSCRIPTIONS-PUBLI | \$150.00 | STM 022216 PROVANCE & HIATT REGISTRATION |
| E | 001-001-520910 | DUES-SUBSCRIPTIONS-PUBLI | \$150.00 | STM 022216 PROVANCE & HIATT REGISTRATION |
| | Total | AAKC | \$300.00 | |
| Paid Chk# | 021355 | 03/14/16 | ABILENE LOCK & ALARM | |
| E | 001-013-520610 | BUILDING MAINTENANCE | \$80.00 | 16021901 REKEY SR CENTER FRONT DOOR/CUT KEYS |
| | Total | ABILENE LOCK & ALARM | \$80.00 | |
| Paid Chk# | 021356 | 03/14/16 | ABILENE MUNICIPAL COURT | |
| E | 050-000-520291 | COURT BOND FINE | \$425.00 | 81213 ALLAN RUBOYIANES 15-0649 BOND FORFEIT |
| | Total | ABILENE MUNICIPAL COURT | \$425.00 | |
| Paid Chk# | 021357 | 03/14/16 | ABILENE REFLECTOR-CHRONICLE | |
| E | 001-014-520320 | PRINTING & ADVERTISING | \$117.61 | STM 022916 VAN AD |
| | Total | ABILENE REFLECTOR-CHRONICLE | \$117.61 | |
| Paid Chk# | 021358 | 03/14/16 | ABILENE TERMITE & PEST CO | |
| E | 015-157-520610 | BUILDING MAINTENANCE | \$185.00 | 1 CC PEST CONTROL |
| | Total | ABILENE TERMITE & PEST CO | \$185.00 | |
| Paid Chk# | 021359 | 03/14/16 | APAC, INC - SHEARS | |
| E | 014-000-521020 | ASPHALT / CRACK SEALANT | (\$499.06) | 20334 UPM COLD PATCHING MATERIAL |
| E | 014-000-521020 | ASPHALT / CRACK SEALANT | \$846.79 | 8001551178 UPM COLD PATCHING MATERIAL |
| | Total | APAC, INC - SHEARS | \$347.73 | |
| Paid Chk# | 021360 | 03/14/16 | ARROW PRINTING CO, INC | |
| E | 015-151-520320 | PRINTING & ADVERTISING | \$2,115.70 | 84721 2100 PRG GUIDES SPR/SMR 2016 |
| | Total | ARROW PRINTING CO, INC | \$2,115.70 | |
| Paid Chk# | 021361 | 03/14/16 | BAYER CONSTRUCTION CO, INC | |
| E | 001-006-521210 | BALL PARK SUPPLIES/REPAI | \$173.03 | 77502MB COLD PATCH & ALLEY ROCK/AG LIME FOR BALLFIELDS |
| E | 014-000-521020 | ASPHALT / CRACK SEALANT | \$383.04 | 77521MB COLD PATCH & ALLEY ROCK/AG LIME FOR BALLFIELDS |
| E | 001-004-520660 | ALLEY MAINTENANCE | \$368.30 | 77628MB COLD PATCH & ALLEY ROCK/AG LIME FOR BALLFIELDS |
| | Total | BAYER CONSTRUCTION CO, INC | \$924.37 | |
| Paid Chk# | 021362 | 03/14/16 | CENTRAL OFFICE SERVICE | |
| E | 001-008-520970 | MISCELLANEOUS SERVICES | \$76.00 | 210310-0 TYPEWRITER SERVICED |
| | Total | CENTRAL OFFICE SERVICE | \$76.00 | |
| Paid Chk# | 021363 | 03/14/16 | CINTAS FIRST AID & SAFETY | |

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| | | | Check Amt | Invoice | Comment |
|------------------|---|---|------------|--------------|------------------------------------|
| E 004-041-521140 | FIRST AID & MEDICAL SUPPLI | | \$138.08 | 5004423265 | 1ST AID SUPPLIES |
| Total | CINTAS FIRST AID & SAFETY | | \$138.08 | | |
| <hr/> | | | | | |
| Paid Chk# 021364 | 03/14/16 | CLARK, MIZE & LINVILLE CHARTER | | | |
| E 001-001-520110 | LEGAL | | \$7,607.50 | 112807 | JANUARY 2016 LEGAL SERVICE |
| E 001-012-520110 | LEGAL | | \$122.50 | 112808 | GEORGE SANDERS SPECIAL PROSECUTOR |
| Total | CLARK, MIZE & LINVILLE CHARTER | | \$7,730.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021365 | 03/14/16 | CONSOLIDATED PRINTING | | | |
| E 013-131-520320 | PRINTING & ADVERTISING | | \$129.42 | 111193 | FEB CPC |
| Total | CONSOLIDATED PRINTING | | \$129.42 | | |
| <hr/> | | | | | |
| Paid Chk# 021366 | 03/14/16 | COOPER CLEANING SERVICE | | | |
| E 004-043-520610 | BUILDING MAINTENANCE | | \$212.50 | STM 022916 | FEB 2016 CLEANING |
| E 001-001-520610 | BUILDING MAINTENANCE | | \$212.50 | STM 022916 | FEB 2016 CLEANING |
| E 001-015-520710 | CIVIC CENTER MAINTENANC | | \$650.00 | STM 022916 | FEB 2016 CLEANING |
| E 002-024-520610 | BUILDING MAINTENANCE | | \$212.50 | STM 022916 | FEB 2016 CLEANING |
| E 001-002-521040 | JANITOR SUPPLIES | | \$212.50 | STM 022916 | FEB 2016 CLEANING |
| Total | COOPER CLEANING SERVICE | | \$1,500.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021367 | 03/14/16 | CRAFCO, INC | | | |
| E 014-000-521020 | ASPHALT / CRACK SEALANT | | \$1,080.00 | 10188378 | 2 PALLETS CRACK/JOINT SEAL ASPHALT |
| E 014-000-521020 | ASPHALT / CRACK SEALANT | | \$1,080.00 | 10188378 | 2 PALLETS CRACK/JOINT SEAL ASPHALT |
| Total | CRAFCO, INC | | \$2,160.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021368 | 03/14/16 | DK CTY ADMINISTRATION | | | |
| E 001-003-521060 | GASOLINE-OIL-LUBRICANTS | | \$19.97 | 399 | DIESEL FUEL |
| E 001-004-521060 | GASOLINE-OIL-LUBRICANTS | | \$115.33 | 400 | DIESEL FUEL |
| E 001-004-521060 | GASOLINE-OIL-LUBRICANTS | | \$205.98 | 400 | DIESEL FUEL |
| E 004-041-521060 | GASOLINE-OIL-LUBRICANTS | | \$248.08 | 400 | DIESEL FUEL |
| Total | DK CTY ADMINISTRATION | | \$589.36 | | |
| <hr/> | | | | | |
| Paid Chk# 021369 | 03/14/16 | DK CTY EDC | | | |
| E 001-008-520260 | SPECIAL PROJECTS | | \$1,711.00 | 1 | 2016 DUES |
| Total | DK CTY EDC | | \$1,711.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021370 | 03/14/16 | DK CTY SHERIFF | | | |
| E 001-012-520960 | PRISONER CARE | | \$2,065.00 | STM 022916 | FEB 2016 PRISONER CARE |
| Total | DK CTY SHERIFF | | \$2,065.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021371 | 03/14/16 | DON'S TIRE & SUPPLY | | | |
| E 001-002-520600 | VEHICLE EXPENSES | | \$39.75 | 128917/12892 | TIRE REPAIR CARS 7 & 12 |
| Total | DON'S TIRE & SUPPLY | | \$39.75 | | |
| <hr/> | | | | | |
| Paid Chk# 021372 | 03/14/16 | EAGLE COMMUNICATIONS | | | |
| E 001-002-520520 | TELEPHONE / INTERNET | | \$270.00 | 396-541718 | ETHERNET MARCH 2016 |
| Total | EAGLE COMMUNICATIONS | | \$270.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021373 | 03/14/16 | EXCELL DIAMOND BLADE | | | |

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| E 001-004-521080 | TOOLS & MINOR EQUIPMENT | | \$238.00 | 38333 | TIGER TOOTH DIAMOND BLADE |
| | Total EXCELL DIAMOND BLADE | | \$238.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021374 | 03/14/16 | EXPRESS PRINT & SIGNS | | | |
| E 015-153-522500 | ADULT SPORTS SUPPLIES | | \$159.85 | 189262 | AVB CHAMP SHIRTS |
| | Total EXPRESS PRINT & SIGNS | | \$159.85 | | |
| <hr/> | | | | | |
| Paid Chk# 021375 | 03/14/16 | FOLEY EQUIPMENT COMPANY | | | |
| E 001-004-520620 | EQUIPMENT REP & MAINT | | \$14.47 | PS030019807 | 924H LOADER FILTER |
| | Total FOLEY EQUIPMENT COMPANY | | \$14.47 | | |
| <hr/> | | | | | |
| Paid Chk# 021376 | 03/14/16 | FOLTZ JANE | | | |
| E 015-151-520600 | VEHICLE EXPENSES | | \$455.98 | STM 022916 | JAN/FEB 2016 MILEAGE |
| | Total FOLTZ JANE | | \$455.98 | | |
| <hr/> | | | | | |
| Paid Chk# 021377 | 03/14/16 | FOUR SEASONS INC | | | |
| E 001-013-520610 | BUILDING MAINTENANCE | | \$217.09 | 34035 | HVAC REPAIR - SR CENTER |
| | Total FOUR SEASONS INC | | \$217.09 | | |
| <hr/> | | | | | |
| Paid Chk# 021378 | 03/14/16 | FRANK BLACK PIPE & SUPPLY | | | |
| E 002-022-520661 | WATER LINE MAINTENANCE | | \$2,441.31 | 41302 | CASING PIPE FOR NW 2ND & WATER LINE PROJECT |
| | Total FRANK BLACK PIPE & SUPPLY | | \$2,441.31 | | |
| <hr/> | | | | | |
| Paid Chk# 021379 | 03/14/16 | GOVERNMENT FINANCE OFFICERS | | | |
| E 002-024-520910 | DUES-SUBSCRIPTIONS-PUBLI | | \$56.67 | 0157361 | YEARLY MEMBERSHIP - MARCUS ROTHCHILD |
| E 001-001-520910 | DUES-SUBSCRIPTIONS-PUBLI | | \$56.67 | 0157361 | YEARLY MEMBERSHIP - MARCUS ROTHCHILD |
| E 004-043-520910 | DUES-SUBSCRIPTIONS-PUBLI | | \$56.66 | 0157361 | YEARLY MEMBERSHIP - MARCUS ROTHCHILD |
| | Total GOVERNMENT FINANCE OFFICERS | | \$170.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021380 | 03/14/16 | GRAVES CUSTOM WELDING | | | |
| E 001-003-520620 | EQUIPMENT REP & MAINT | | \$225.00 | 762663 | WELDING & FAB REAR END OF RESCUE #1 |
| | Total GRAVES CUSTOM WELDING | | \$225.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021381 | 03/14/16 | GUTIERREZ, JULIO | | | |
| E 050-000-520290 | COURT BOND REFUND | | \$680.00 | STM 022416 | BOND REFUND 15-0582 |
| | Total GUTIERREZ, JULIO | | \$680.00 | | |
| <hr/> | | | | | |
| Paid Chk# 021382 | 03/14/16 | H.E.R.S. INC | | | |
| E 003-000-520620 | EQUIPMENT REP & MAINT | | \$222.84 | 51110 | STEERING CABLE REPAIRS TO COMPOST TURNER |
| | Total H.E.R.S. INC | | \$222.84 | | |
| <hr/> | | | | | |
| Paid Chk# 021383 | 03/14/16 | HACH COMPANY | | | |
| E 004-042-520210 | LAB ANALYSIS & EQUIPMENT | | \$102.89 | 9814742 | GLASS FILTERS |
| | Total HACH COMPANY | | \$102.89 | | |
| <hr/> | | | | | |
| Paid Chk# 021384 | 03/14/16 | HARRIS, CECILIA | | | |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$125.00 | STM 022916 | PROMO VIDEO SCRIPT |
| | Total HARRIS, CECILIA | | \$125.00 | | |

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| Paid Chk# 021385 03/14/16 HD SUPPLY WATERWORKS | | | | | |
| E 002-022-520661 | WATER LINE MAINTENANCE | | \$1,389.89 | F024711 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520665 | METERS, RADIOS, PITS, RING | | \$525.68 | F024712 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520665 | METERS, RADIOS, PITS, RING | | \$3,000.00 | F024717 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520661 | WATER LINE MAINTENANCE | | \$200.00 | F046598 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520661 | WATER LINE MAINTENANCE | | \$226.03 | F093825 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520665 | METERS, RADIOS, PITS, RING | | \$2,144.89 | F123033 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520661 | WATER LINE MAINTENANCE | | \$266.34 | F140198 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520665 | METERS, RADIOS, PITS, RING | | \$18,828.00 | F149727 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| E 002-022-520665 | METERS, RADIOS, PITS, RING | | \$1,657.10 | F179224 | METERS/RADIOS/PITS/RINGS/LIDS/HARDWARE FOR WATER LINE PROJECT |
| Total HD SUPPLY WATERWORKS | | | \$28,237.93 | | |
| Paid Chk# 021386 03/14/16 HOLT MOTOR CO, INC | | | | | |
| E 001-002-520600 | VEHICLE EXPENSES | | \$528.98 | 24423 | CAR 12 & 8 REPAIRS |
| E 001-002-520600 | VEHICLE EXPENSES | | \$74.95 | 24425 | CAR 12 & 8 REPAIRS |
| Total HOLT MOTOR CO, INC | | | \$603.93 | | |
| Paid Chk# 021387 03/14/16 HOOK, MICHAEL | | | | | |
| E 001-015-530380 | MISCELLANEOUS | | \$135.00 | INV 030716 | CIVIC CENTER SETUP FEE |
| E 001-015-530380 | MISCELLANEOUS | | \$135.00 | STM 022616 | CIVIC CENTER SETUP FEE |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$261.85 | STM 030716 | MILEAGE |
| E 013-131-520700 | RENT-CONTRACTS-MAINT AG | | \$1,458.33 | STM 030816 | CONTRACT LABOR |
| Total HOOK, MICHAEL | | | \$1,990.18 | | |
| Paid Chk# 021388 03/14/16 IMAGE QUEST | | | | | |
| E 004-041-521010 | OFFICE SUPPLIES | | \$45.50 | 277761 | COPIES |
| E 001-002-520700 | RENT-CONTRACTS-MAINT AG | | \$143.95 | 277816 | MAINT. FEES 2/20-3/20/16 |
| E 015-151-521045 | OFFICE EQUIPMENT | | \$33.36 | 277859 | COPIER BASE SERVICE |
| Total IMAGE QUEST | | | \$222.81 | | |
| Paid Chk# 021389 03/14/16 JERRY MILLER ELECTRONICS | | | | | |
| E 001-001-520260 | SPECIAL PROJECTS | | \$300.00 | STM 021816 | AWOS MAINT. FEB 2016 |
| Total JERRY MILLER ELECTRONICS | | | \$300.00 | | |
| Paid Chk# 021390 03/14/16 KANSAS ALCOHOLIC BEVERAGE | | | | | |
| E 001-001-520970 | MISCELLANEOUS SERVICES | | \$25.00 | STM 030116 | CMB'S FEB 2016 |
| Total KANSAS ALCOHOLIC BEVERAGE | | | \$25.00 | | |
| Paid Chk# 021391 03/14/16 KANSAS ONE-CALL SYSTEM, INC | | | | | |
| E 002-022-520970 | MISCELLANEOUS SERVICES | | \$95.00 | 6020130 | FEB. LOCATES |
| E 004-041-520970 | MISCELLANEOUS SERVICES | | \$95.00 | 6020130 | FEB. LOCATES |

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| Total KANSAS ONE-CALL SYSTEM, INC | | | \$190.00 | | |
| Paid Chk# 021392 | 03/14/16 | KDHE-WATER | | | |
| E 002-023-520190 | EXMINATIONS & LICENSES | | \$20.00 | STM 030716 | JAY LEUSMAN RECERTIFICATION WASTEWATER |
| Total KDHE-WATER | | | \$20.00 | | |
| Paid Chk# 021393 | 03/14/16 | KMJA | | | |
| E 001-012-520910 | DUES-SUBSCRIPTIONS-PUBLI | | \$25.00 | SMT 030316 | ANNUAL KMJA FEES |
| Total KMJA | | | \$25.00 | | |
| Paid Chk# 021394 | 03/14/16 | KS DEPARTMENT OF AGRICULTURE | | | |
| E 015-153-522200 | CONCESSION EQUIPMENT | | \$160.00 | STM 021816 | CONCESSION LICENSE FOR BALL PARK |
| Total KS DEPARTMENT OF AGRICULTURE | | | \$160.00 | | |
| Paid Chk# 021395 | 03/14/16 | LYON COUNTY SHERIFFS OFFICE | | | |
| E 001-002-520270 | TRAVEL-SCHOOLS & TRAININ | | \$60.00 | 16-061 | TRAINING 211 SCHRADER |
| Total LYON COUNTY SHERIFFS OFFICE | | | \$60.00 | | |
| Paid Chk# 021396 | 03/14/16 | M.A.C.S. | | | |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$1,120.00 | FF16-2-1 | PROMO VIDEO |
| Total M.A.C.S. | | | \$1,120.00 | | |
| Paid Chk# 021397 | 03/14/16 | MEMORIAL HOSPITAL | | | |
| E 001-001-520970 | MISCELLANEOUS SERVICES | | \$144.00 | 4761240 | IN-SERVICE BLOOD WORK |
| Total MEMORIAL HOSPITAL | | | \$144.00 | | |
| Paid Chk# 021398 | 03/14/16 | MIDWEST CONCRETE MATERIALS | | | |
| E 027-000-530260 | SPECIAL PROJECTS | | \$186.00 | 338961 | STORM DRAIN INLET REPAIRS |
| E 027-000-530260 | SPECIAL PROJECTS | | \$34.00 | 339796 | STORM DRAIN INLET REPAIRS |
| E 001-004-520640 | STREET REPAIRS | | \$455.01 | 340387 | STORM DRAIN INLET REPAIRS |
| E 004-041-531120 | MANHOLE REHAB | | \$345.00 | 340435 | STORM DRAIN INLET REPAIRS |
| Total MIDWEST CONCRETE MATERIALS | | | \$1,020.01 | | |
| Paid Chk# 021399 | 03/14/16 | MONTGOMERY COMMUNICATIONS | | | |
| E 001-001-520320 | PRINTING & ADVERTISING | | \$441.73 | STM 022916 | FEB LEGALS & ADS |
| E 001-008-520310 | LEGAL PRINTING | | \$164.45 | STM 022916 | FEB LEGALS & ADS |
| E 015-151-520320 | PRINTING & ADVERTISING | | \$49.64 | STM 022916 | FEB LEGALS & ADS |
| E 002-024-520320 | PRINTING & ADVERTISING | | \$166.67 | STM 022916 | FEB LEGALS & ADS |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$312.50 | STM 022916 | PROGRESS AD |
| E 004-043-520320 | PRINTING & ADVERTISING | | \$166.66 | STM 022916 | FEB LEGALS & ADS |
| Total MONTGOMERY COMMUNICATIONS | | | \$1,301.65 | | |
| Paid Chk# 021400 | 03/14/16 | MOTLEY CREATIONS | | | |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$237.50 | 6553 | PROMO VIDEO |
| Total MOTLEY CREATIONS | | | \$237.50 | | |
| Paid Chk# 021401 | 03/14/16 | MR. K'S FARMHOUSE | | | |
| E 013-131-520740 | PROMOTION, ADS, MARKETIN | | \$165.00 | 96850 | LUNCHEON |

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| Total MR. K'S FARMHOUSE | | \$165.00 | | |
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| Paid Chk# | 021402 | 03/14/16 | NEOFUNDS BY NEOPOST | |
| E 015-151-520220 | POSTAGE & METER RENTAL | \$20.15 | 790004408011 | POSTAGE |
| E 001-012-520220 | POSTAGE & METER RENTAL | \$2.43 | 790004408011 | POSTAGE |
| E 001-011-520220 | POSTAGE & METER RENTAL | \$36.17 | 790004408011 | POSTAGE |
| E 001-008-520220 | POSTAGE & METER RENTAL | \$48.50 | 790004408011 | POSTAGE |
| E 001-003-520220 | POSTAGE & METER RENTAL | \$1.46 | 790004408011 | POSTAGE |
| E 001-002-520220 | POSTAGE & METER RENTAL | \$83.34 | 790004408011 | POSTAGE |
| E 004-043-520220 | POSTAGE & METER RENTAL | \$33.41 | 790004408011 | POSTAGE |
| E 001-001-520220 | POSTAGE & METER RENTAL | \$33.41 | 790004408011 | POSTAGE |
| E 002-024-520220 | POSTAGE & METER RENTAL | \$33.41 | 790004408011 | POSTAGE |
| Total NEOFUNDS BY NEOPOST | | \$292.28 | | |
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| Paid Chk# | 021403 | 03/14/16 | NEX-TECH | |
| E 001-008-520520 | TELEPHONE / INTERNET | \$189.50 | BD-11670 | MOVE FAX & PRINTER FROM INSP. TO DIRECTOR'S OFFICE |
| Total NEX-TECH | | \$189.50 | | |
| <hr/> | | | | |
| Paid Chk# | 021404 | 03/14/16 | NEX-TECH RURAL TELEPHONE | |
| E 001-013-520520 | TELEPHONE / INTERNET | \$36.67 | 329717 | PHONE SERVICE |
| E 002-023-520520 | TELEPHONE / INTERNET | \$109.83 | 329717 | PHONE SERVICE |
| E 001-001-520520 | TELEPHONE / INTERNET | \$162.99 | 329717 | PHONE SERVICE |
| E 002-024-520520 | TELEPHONE / INTERNET | \$162.99 | 329717 | PHONE SERVICE |
| E 004-043-520520 | TELEPHONE / INTERNET | \$162.99 | 329717 | PHONE SERVICE |
| E 001-008-520520 | TELEPHONE / INTERNET | \$172.84 | 329717 | PHONE SERVICE |
| E 001-011-520520 | TELEPHONE / INTERNET | \$36.37 | 329717 | PHONE SERVICE |
| E 001-003-520520 | TELEPHONE / INTERNET | \$164.89 | 329717 | PHONE SERVICE |
| E 001-006-520520 | TELEPHONE / INTERNET | \$0.00 | 329717 | PHONE SERVICE |
| E 005-000-520520 | TELEPHONE / INTERNET | \$72.74 | 329717 | PHONE SERVICE |
| E 004-042-520520 | TELEPHONE / INTERNET | \$183.43 | 329717 | PHONE SERVICE |
| E 015-151-520520 | TELEPHONE / INTERNET | \$198.41 | 329717 | PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$12.37 | 329717 | PHONE SERVICE |
| E 003-000-520520 | TELEPHONE / INTERNET | \$37.52 | 329717 | PHONE SERVICE |
| E 001-002-520520 | TELEPHONE / INTERNET | \$554.62 | 329717 | PHONE SERVICE |
| E 015-152-520520 | TELEPHONE / INTERNET | \$0.00 | 329717 | PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$12.37 | 329717 | PHONE SERVICE |
| E 004-041-520520 | TELEPHONE / INTERNET | \$18.48 | 329717 | PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$18.47 | 329717 | PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$18.47 | 329717 | PHONE SERVICE |
| E 004-041-520520 | TELEPHONE / INTERNET | \$12.13 | 329717 | PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$12.12 | 329717 | PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$12.12 | 329717 | PHONE SERVICE |
| E 004-041-520520 | TELEPHONE / INTERNET | \$12.36 | 329717 | PHONE SERVICE |
| E 013-131-520520 | TELEPHONE / INTERNET | \$158.09 | 329717 | PHONE SERVICE |
| Total NEX-TECH RURAL TELEPHONE | | \$2,343.27 | | |
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| Paid Chk# | 021405 | 03/14/16 | OCCK INC. | |

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| E 003-000-520490 | OCCK SERVICES | | \$12,333.34 | 86303 | LABOR @ RECYCLE CENTER |
| | Total OCCK INC. | | \$12,333.34 | | |
| Paid Chk# 021406 | 03/14/16 | OCCUPATIONAL PERFORMANCE CORP. | | | |
| E 001-002-520425 | PHYS CAP/DRUG SCR/BACKG | | \$134.00 | 151288 | DRUG SCREEN/PHYSICAL DEAVOURS & WILLIAMS |
| E 001-006-520425 | PHYS CAP/DRUG SCR/BACKG | | \$40.00 | 151288 | DRUG SCREEN/PHYSICAL DEAVOURS & WILLIAMS |
| | Total OCCUPATIONAL PERFORMANCE CORP. | | \$174.00 | | |
| Paid Chk# 021407 | 03/14/16 | PACE ANALYTICAL SERVICES | | | |
| E 004-042-520210 | LAB ANALYSIS & EQUIPMENT | | \$157.60 | 164787 | LAB ANALYSES |
| E 004-042-520210 | LAB ANALYSIS & EQUIPMENT | | \$157.60 | 164977 | LAB ANALYSES |
| E 004-042-520210 | LAB ANALYSIS & EQUIPMENT | | \$240.20 | 165050 | LAB ANALYSES |
| E 004-042-520210 | LAB ANALYSIS & EQUIPMENT | | \$157.60 | 165051 | LAB ANALYSES |
| | Total PACE ANALYTICAL SERVICES | | \$713.00 | | |
| Paid Chk# 021408 | 03/14/16 | PESTINGER HEATING & AIR | | | |
| E 001-003-520610 | BUILDING MAINTENANCE | | \$248.61 | 167681 | REPAIR ICE MACHINE |
| | Total PESTINGER HEATING & AIR | | \$248.61 | | |
| Paid Chk# 021409 | 03/14/16 | PETERSON MCNETT DRILLING, INC | | | |
| E 002-023-520670 | WELL MAINTENANCE | | \$1,770.00 | 1292 | TEST DRILLING @ #8 WELL SITE |
| | Total PETERSON MCNETT DRILLING, INC | | \$1,770.00 | | |
| Paid Chk# 021410 | 03/14/16 | PROFESSIONAL CLEANING SYSTEMS, | | | |
| E 002-022-520970 | MISCELLANEOUS SERVICES | | \$45.00 | 90957 | DEGREASE EQUIPMENT CLEANER |
| E 001-004-521040 | JANITOR SUPPLIES | | \$45.00 | 90957 | DEGREASE EQUIPMENT CLEANER |
| | Total PROFESSIONAL CLEANING SYSTEMS, | | \$90.00 | | |
| Paid Chk# 021411 | 03/14/16 | QUILL | | | |
| E 001-002-521010 | OFFICE SUPPLIES | | \$66.95 | 3154834 | OFFICE SUPPLIES |
| E 001-002-521010 | OFFICE SUPPLIES | | \$33.99 | 3269342 | OFFICE SUPPLIES |
| E 001-002-521010 | OFFICE SUPPLIES | | \$39.98 | 3279684 | OFFICE SUPPLIES |
| E 001-002-521010 | OFFICE SUPPLIES | | \$149.94 | 3678772 | OFFICE SUPPLIES |
| | Total QUILL | | \$290.86 | | |
| Paid Chk# 021412 | 03/14/16 | RELIABLE JANITORIAL SERVICE | | | |
| E 001-013-521260 | CONTRACT LABOR | | \$600.00 | STM 022916 | FEB 2016 CLEANING |
| | Total RELIABLE JANITORIAL SERVICE | | \$600.00 | | |
| Paid Chk# 021413 | 03/14/16 | ROBSON OIL CO, INC | | | |
| E 001-014-521060 | GASOLINE-OIL-LUBRICANTS | | \$301.46 | | FUEL |
| E 004-042-521060 | GASOLINE-OIL-LUBRICANTS | | \$34.43 | | FUEL |
| E 004-041-521060 | GASOLINE-OIL-LUBRICANTS | | \$243.91 | | FUEL |
| E 002-022-521060 | GASOLINE-OIL-LUBRICANTS | | \$139.85 | | FUEL |
| E 001-014-521060 | GASOLINE-OIL-LUBRICANTS | | \$242.46 | | FUEL |
| E 002-023-521060 | GASOLINE-OIL-LUBRICANTS | | \$104.90 | | FUEL |
| E 001-002-521060 | GASOLINE-OIL-LUBRICANTS | | \$1,331.91 | 4676100 | FUEL |
| E 002-022-521060 | GASOLINE-OIL-LUBRICANTS | | \$44.16 | 46768 | 30/1 TUBE GREASE |
| E 001-004-521060 | GASOLINE-OIL-LUBRICANTS | | \$44.16 | 46768 | 30/1 TUBE GREASE |

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| E 001-003-521060 | GASOLINE-OIL-LUBRICANTS | \$164.62 | 4678300 | FUEL |
| E 001-004-521060 | GASOLINE-OIL-LUBRICANTS | \$837.25 | 4679400 | FUEL |
| E 001-005-521060 | GASOLINE-OIL-LUBRICANTS | \$168.12 | 4690600 | FUEL |
| E 001-006-521060 | GASOLINE-OIL-LUBRICANTS | \$69.74 | 4691900 | FUEL |
| Total ROBSON OIL CO, INC | | \$3,726.97 | | |
| <hr/> | | | | |
| Paid Chk# 021414 | 03/14/16 | SAGE PRODUCTS, INC | | |
| E 002-022-520970 | MISCELLANEOUS SERVICES | \$165.00 | | TRASH BAGS/PAPER TOWELS/MARKING PAINT/HAND SANITIZER |
| E 004-041-520970 | MISCELLANEOUS SERVICES | \$165.00 | | TRASH BAGS/PAPER TOWELS/MARKING PAINT/HAND SANITIZER |
| E 003-000-521040 | JANITOR SUPPLIES | \$110.00 | 60878-IN | TRASH BAGS/PAPER TOWELS/MARKING PAINT/HAND SANITIZER |
| E 001-002-521010 | OFFICE SUPPLIES | \$119.85 | 60879-IN | TRASH BAGS/PAPER TOWELS/MARKING PAINT/HAND SANITIZER |
| E 001-004-521040 | JANITOR SUPPLIES | \$85.50 | 60881-IN | TRASH BAGS/PAPER TOWELS/MARKING PAINT/HAND SANITIZER |
| Total SAGE PRODUCTS, INC | | \$645.35 | | |
| <hr/> | | | | |
| Paid Chk# 021415 | 03/14/16 | SALINA BLUEPRINT & MICROGRAPHI | | |
| E 001-008-520320 | PRINTING & ADVERTISING | \$119.16 | 86662 | COPIES OF MAPS |
| Total SALINA BLUEPRINT & MICROGRAPHI | | \$119.16 | | |
| <hr/> | | | | |
| Paid Chk# 021416 | 03/14/16 | SALINA CONCRETE PRODUCTS | | |
| E 001-004-520640 | STREET REPAIRS | \$35.25 | 340659 | REINFORCING MAT FOR STREET REPAIRS |
| Total SALINA CONCRETE PRODUCTS | | \$35.25 | | |
| <hr/> | | | | |
| Paid Chk# 021417 | 03/14/16 | SALINA SUPPLY CO | | |
| E 002-022-520685 | FIRE HYDRANTS & VALVES | \$275.00 | S100046027.0 | VALVE & INSERTS WATER LINES/PIPE FOR STORING CONSTRUCTION SIGNS |
| E 002-022-520685 | FIRE HYDRANTS & VALVES | \$235.00 | S100046252.0 | VALVE & INSERTS WATER LINES/PIPE FOR STORING CONSTRUCTION SIGNS |
| E 001-004-520970 | MISCELLANEOUS SERVICES | \$88.41 | S100047220.0 | VALVE & INSERTS WATER LINES/PIPE FOR STORING CONSTRUCTION SIGNS |
| Total SALINA SUPPLY CO | | \$598.41 | | |
| <hr/> | | | | |
| Paid Chk# 021418 | 03/14/16 | SELLERS TRACTOR CO INC | | |
| E 001-004-520620 | EQUIPMENT REP & MAINT | \$70.83 | IC132619 | BRAKE ASSEMBLY SWEEPER |
| Total SELLERS TRACTOR CO INC | | \$70.83 | | |
| <hr/> | | | | |
| Paid Chk# 021419 | 03/14/16 | SIMS, CODY | | |
| E 002-022-520680 | RADIO & EQUIP REP & MAINT | \$200.00 | INV 030216 | BAOFENG UV-6 RADIOS |
| E 001-004-520680 | RADIO & EQUIP REP & MAINT | \$160.00 | INV 030216 | BAOFENG UV-6 RADIOS |
| Total SIMS, CODY | | \$360.00 | | |
| <hr/> | | | | |
| Paid Chk# 021420 | 03/14/16 | SMART INSURANCE | | |
| E 001-011-520410 | INSURANCE | \$556.00 | 966/974 | CITY WIDE INSURANCE |
| E 002-022-520410 | INSURANCE | \$2,400.00 | 966/974 | CITY WIDE INSURANCE |
| E 002-024-520410 | INSURANCE | \$18,000.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-014-520410 | INSURANCE | \$2,564.00 | 966/974 | CITY WIDE INSURANCE |

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| E 001-013-520410 | INSURANCE | \$1,245.45 | 966/974 | CITY WIDE INSURANCE |
| E 002-023-520410 | INSURANCE | \$35,000.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-007-520410 | INSURANCE | \$4,750.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-006-520410 | INSURANCE | \$9,900.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-004-520410 | INSURANCE | \$11,955.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-002-520410 | INSURANCE | \$13,372.75 | 966/974 | CITY WIDE INSURANCE |
| E 001-001-520410 | INSURANCE | \$35,000.00 | 966/974 | CITY WIDE INSURANCE |
| E 004-043-520410 | INSURANCE | \$17,000.00 | 966/974 | CITY WIDE INSURANCE |
| E 001-003-520410 | INSURANCE | \$12,098.73 | 966/974 | CITY WIDE INSURANCE |
| E 001-005-520410 | INSURANCE | \$1,100.00 | 966/974 | CITY WIDE INSURANCE |
| E 003-000-520410 | INSURANCE | \$1,206.36 | 966/974 | CITY WIDE INSURANCE |
| E 004-041-520410 | INSURANCE | \$4,600.00 | 966/974 | CITY WIDE INSURANCE |
| E 004-042-520410 | INSURANCE | \$30,000.00 | 966/974 | CITY WIDE INSURANCE |
| E 005-000-520410 | INSURANCE | \$1,124.16 | 966/974 | CITY WIDE INSURANCE |
| E 015-157-520410 | INSURANCE | \$7,188.37 | 966/974 | CITY WIDE INSURANCE |
| E 001-001-520410 | INSURANCE | \$1,570.53 | 966/974 | CITY WIDE INSURANCE |
| E 001-015-520410 | INSURANCE | \$2,568.65 | 966/974 | CITY WIDE INSURANCE |
| Total SMART INSURANCE | | \$213,200.00 | | |
| <hr/> | | | | |
| Paid Chk# | 021421 | 03/14/16 | STAN'S PETROLEUM | |
| E 001-002-521060 | GASOLINE-OIL-LUBRICANTS | \$95.00 | 11595 | REPAIRS TO GAS PUMPS |
| E 001-004-521060 | GASOLINE-OIL-LUBRICANTS | \$95.00 | 11595 | REPAIRS TO GAS PUMPS |
| Total STAN'S PETROLEUM | | \$190.00 | | |
| <hr/> | | | | |
| Paid Chk# | 021422 | 03/14/16 | SUPER VACUUM MFG CO, INC | |
| E 001-003-520620 | EQUIPMENT REP & MAINT | \$153.13 | 85895 | GEAR MOTOR & CHAIN FOR LIGHT TOWER ON R-1 |
| Total SUPER VACUUM MFG CO, INC | | \$153.13 | | |
| <hr/> | | | | |
| Paid Chk# | 021423 | 03/14/16 | SUPERIOR SANITATION SERVICE | |
| E 001-015-520710 | CIVIC CENTER MAINTENANC | \$60.00 | STM 030116 | TRASH SERVICE # CVB, RECYCLE CENTER & WWTP |
| E 003-000-520610 | BUILDING MAINTENANCE | \$60.00 | STM 030116 | TRASH SERVICE # CVB, RECYCLE CENTER & WWTP |
| E 004-042-520610 | BUILDING MAINTENANCE | \$120.00 | STM 030116 | TRASH SERVICE # CVB, RECYCLE CENTER & WWTP |
| E 015-157-520610 | BUILDING MAINTENANCE | \$55.00 | STM 030216 | TRASH SERVICE @ CC, PARKS & SR CENTER |
| E 001-006-520610 | BUILDING MAINTENANCE | \$55.00 | STM 030216 | TRASH SERVICE @ CC, PARKS & SR CENTER |
| E 001-013-520610 | BUILDING MAINTENANCE | \$60.00 | STM 030216 | TRASH SERVICE @ CC, PARKS & SR CENTER |
| Total SUPERIOR SANITATION SERVICE | | \$410.00 | | |
| <hr/> | | | | |
| Paid Chk# | 021424 | 03/14/16 | SWISHER, ANDREA K. | |
| E 001-012-520110 | LEGAL | \$2,083.33 | STM 030116 | MARCH 2016 SERVICE |
| Total SWISHER, ANDREA K. | | \$2,083.33 | | |
| <hr/> | | | | |
| Paid Chk# | 021425 | 03/14/16 | T I A K | |
| E 013-131-520910 | DUES-SUBSCRIPTIONS-PUBLI | \$600.00 | STM 030716 | 2016 TRAVEL INDUSTRY ASSOC. MEMBERSHIP |
| Total T I A K | | \$600.00 | | |
| <hr/> | | | | |
| Paid Chk# | 021426 | 03/14/16 | TONY'S PIANO SERVICE | |
| E 001-006-521080 | TOOLS & MINOR EQUIPMENT | \$109.00 | 7036 | TUNE PIANO @ SR CENTER |
| Total TONY'S PIANO SERVICE | | \$109.00 | | |

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| Paid Chk# 021427 03/14/16 TRAILS END CAR WASH | | | | | |
| E 001-002-520600 | VEHICLE EXPENSES | | \$147.06 | 2045 | CAR WASHES - FEB 2016 |
| | Total TRAILS END CAR WASH | | \$147.06 | | |
| Paid Chk# 021428 03/14/16 UNIFIRST CORPORATION | | | | | |
| E 001-013-521040 | JANITOR SUPPLIES | | \$127.44 | 2460235137 | UNIFORM SERVICE |
| E 002-023-521150 | UNIFORMS & ALTERATIONS | | \$59.78 | 2460235140 | UNIFORM SERVICE |
| E 002-022-521150 | UNIFORMS & ALTERATIONS | | \$61.51 | 2460235144 | UNIFORM SERVICE |
| E 005-000-520610 | BUILDING MAINTENANCE | | \$49.05 | 2460235145 | UNIFORM SERVICE |
| E 002-022-521150 | UNIFORMS & ALTERATIONS | | \$171.08 | 2460235773 | UNIFORM SERVICE |
| E 002-023-520610 | BUILDING MAINTENANCE | | \$13.00 | 2460235776 | UNIFORM SERVICE |
| E 002-023-521150 | UNIFORMS & ALTERATIONS | | \$346.79 | 2460235780 | UNIFORM SERVICE |
| E 004-041-521150 | UNIFORMS & ALTERATIONS | | \$76.19 | 2460236395 | UNIFORM SERVICE |
| E 004-042-521150 | UNIFORMS & ALTERATIONS | | \$244.70 | 2460236398 | UNIFORM SERVICE |
| E 004-042-521150 | UNIFORMS & ALTERATIONS | | \$438.40 | 2460236402 | UNIFORM SERVICE |
| E 001-004-520610 | BUILDING MAINTENANCE | | \$61.51 | 2460236403 | UNIFORM SERVICE |
| E 004-041-520610 | BUILDING MAINTENANCE | | \$52.73 | 2460237017 | UNIFORM SERVICE |
| E 004-041-521150 | UNIFORMS & ALTERATIONS | | \$24.00 | 2460237020 | UNIFORM SERVICE |
| E 015-157-520610 | BUILDING MAINTENANCE | | \$24.83 | 2460237024 | UNIFORM SERVICE |
| E 001-004-521150 | UNIFORMS & ALTERATIONS | | \$879.20 | 2460237650 | UNIFORM SERVICE |
| E 001-005-521150 | UNIFORMS & ALTERATIONS | | \$175.41 | 2460237653 | UNIFORM SERVICE |
| | Total UNIFIRST CORPORATION | | \$2,805.62 | | |
| Paid Chk# 021429 03/14/16 US BANK EQUIPMENT FINANCE | | | | | |
| E 001-001-520700 | RENT-CONTRACTS-MAINT AG | | \$196.47 | 299180299 | COPIER LEASE 2/21-3/21/16 |
| E 004-043-520700 | RENT-CONTRACTS-MAINT AG | | \$196.46 | 299180299 | COPIER LEASE 2/21-3/21/16 |
| E 002-024-520700 | RENT-CONTRACTS-MAINT AG | | \$196.46 | 299180299 | COPIER LEASE 2/21-3/21/16 |
| E 015-151-521045 | OFFICE EQUIPMENT | | \$179.63 | 299198960 | COPIER BASE SERVICE |
| | Total US BANK EQUIPMENT FINANCE | | \$769.02 | | |
| Paid Chk# 021430 03/14/16 US POST OFFICE-POSTMASTER | | | | | |
| E 004-043-520220 | POSTAGE & METER RENTAL | | \$91.33 | BOX 519 | PO BOX RENTAL - ANNUAL |
| E 002-024-520220 | POSTAGE & METER RENTAL | | \$91.33 | BOX 519 | PO BOX RENTAL - ANNUAL |
| E 001-001-520220 | POSTAGE & METER RENTAL | | \$91.34 | BOX 519 | PO BOX RENTAL - ANNUAL |
| E 004-043-520220 | POSTAGE & METER RENTAL | | \$75.00 | PERMIT 1 | 1ST CLASS PRESORT PERMIT #1 |
| E 001-001-520220 | POSTAGE & METER RENTAL | | \$75.00 | PERMIT 1 | 1ST CLASS PRESORT PERMIT #1 |
| E 002-024-520220 | POSTAGE & METER RENTAL | | \$75.00 | PERMIT 1 | 1ST CLASS PRESORT PERMIT #1 |
| | Total US POST OFFICE-POSTMASTER | | \$499.00 | | |
| Paid Chk# 021431 03/14/16 VERIZON WIRELESS | | | | | |
| E 001-003-520520 | TELEPHONE / INTERNET | | \$5.19 | 9761009362 | CELL PHONE SERVICE |
| E 004-041-520520 | TELEPHONE / INTERNET | | \$8.57 | 9761009362 | CELL PHONE SERVICE |
| E 001-002-520520 | TELEPHONE / INTERNET | | \$642.84 | 9761009362 | CELL PHONE SERVICE |
| E 001-008-520520 | TELEPHONE / INTERNET | | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| E 001-003-520520 | TELEPHONE / INTERNET | | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| E 001-003-520520 | TELEPHONE / INTERNET | | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| E 001-003-520520 | TELEPHONE / INTERNET | | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| E 004-041-520520 | TELEPHONE / INTERNET | | \$17.31 | 9761009362 | CELL PHONE SERVICE |
| E 002-023-520520 | TELEPHONE / INTERNET | | \$24.08 | 9761009362 | CELL PHONE SERVICE |

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| E 002-022-520520 | TELEPHONE / INTERNET | \$9.07 | 9761009362 | CELL PHONE SERVICE |
| E 004-042-520520 | TELEPHONE / INTERNET | \$17.14 | 9761009362 | CELL PHONE SERVICE |
| E 004-042-520520 | TELEPHONE / INTERNET | \$17.36 | 9761009362 | CELL PHONE SERVICE |
| E 004-042-520520 | TELEPHONE / INTERNET | \$17.18 | 9761009362 | CELL PHONE SERVICE |
| E 013-131-520520 | TELEPHONE / INTERNET | \$60.20 | 9761009362 | CELL PHONE SERVICE |
| E 001-014-520520 | TELEPHONE / INTERNET | \$17.16 | 9761009362 | CELL PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$19.52 | 9761009362 | CELL PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$17.14 | 9761009362 | CELL PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$17.31 | 9761009362 | CELL PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$17.31 | 9761009362 | CELL PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$9.26 | 9761009362 | CELL PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$9.26 | 9761009362 | CELL PHONE SERVICE |
| E 001-004-520520 | TELEPHONE / INTERNET | \$9.08 | 9761009362 | CELL PHONE SERVICE |
| E 002-022-520520 | TELEPHONE / INTERNET | \$8.57 | 9761009362 | CELL PHONE SERVICE |
| E 001-011-520520 | TELEPHONE / INTERNET | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| E 002-023-520520 | TELEPHONE / INTERNET | \$17.41 | 9761009362 | CELL PHONE SERVICE |
| E 001-006-520520 | TELEPHONE / INTERNET | \$17.14 | 9761009362 | CELL PHONE SERVICE |
| E 001-006-520520 | TELEPHONE / INTERNET | \$17.14 | 9761009362 | CELL PHONE SERVICE |
| E 001-014-520520 | TELEPHONE / INTERNET | \$17.14 | 9761009362 | CELL PHONE SERVICE |
| E 015-151-520520 | TELEPHONE / INTERNET | \$51.93 | 9761009362 | CELL PHONE SERVICE |
| Total VERIZON WIRELESS | | \$1,272.03 | | |

| Paid Chk# | Date | Description | Check Amt | Invoice | Comment |
|----------------------------|----------|--------------------------|-------------------|---------|------------|
| 021432 | 03/14/16 | WAITT OUTDOOR | | | |
| E 013-131-520721 | | SIGN ADVERTISIGN | \$245.00 | 143200 | BILLBOARDS |
| E 013-131-520721 | | SIGN ADVERTISIGN | \$325.00 | 143201 | BILLBOARDS |
| E 001-001-530382 | | CHISOLM TRAIL CELEBRATIO | \$325.00 | 143202 | BILLBOARDS |
| E 013-131-520721 | | SIGN ADVERTISIGN | \$964.00 | 143203 | BILLBOARDS |
| Total WAITT OUTDOOR | | | \$1,859.00 | | |

| Paid Chk# | Date | Description | Check Amt | Invoice | Comment |
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| 021433 | 03/14/16 | WALNUT STREET LAUNDRY | | | |
| E 013-131-520940 | | LAUNDRY & CLEANING | \$90.50 | 799987 | CLEAN & IRON TABLECLOTHES |
| Total WALNUT STREET LAUNDRY | | | \$90.50 | | |

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| 021434 | 03/14/16 | WESTAR ENERGY | | | |
| E 001-004-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-023-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-043-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-004-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-023-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-041-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-004-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-023-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-022-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-041-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-004-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-023-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-022-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-041-520510 | | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |

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| E 002-022-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-013-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-001-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 005-000-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-001-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-002-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-006-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-022-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 003-000-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-023-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-015-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-004-520500 | STREET LIGHTING | \$210.59 | 1093899285 | CHRISTMAS LIGHTS |
| E 015-157-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-042-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 002-024-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 004-041-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| E 001-003-520510 | ELECTRIC SERVICE | \$0.00 | 1093899285 | CHRISTMAS LIGHTS |
| Total WESTAR ENERGY | | \$210.59 | | |

Paid Chk# 021435 03/14/16 WICHITA WINWATER WORKS CO.

| | | | | |
|---|-------------------------|----------------|-----------|-----------------|
| E 002-022-521080 | TOOLS & MINOR EQUIPMENT | \$70.00 | 211625 00 | HYDRANT ADAPTOR |
| Total WICHITA WINWATER WORKS CO. | | \$70.00 | | |

002000 Astra Bank checking \$310,957.09

Fund Summary

| | | |
|-----------------------------------|--|---------------------|
| 002000 Astra Bank checking | | |
| 001 GENERAL FUND | | \$127,152.32 |
| 002 WATER FUND | | \$91,148.35 |
| 003 RECYCLING FUND | | \$13,970.06 |
| 004 SEWER FUND | | \$55,985.88 |
| 005 AIRPORT FUND | | \$1,245.95 |
| 013 TOURISM & CONVENTION FUND | | \$6,360.91 |
| 014 SPECIAL STREET FUND | | \$2,890.77 |
| 015 RECREATION COMMISSION | | \$10,877.85 |
| 027 STORM DRAINAGE | | \$220.00 |
| 050 MUNICIPAL COURT BONDS | | \$1,105.00 |
| | | \$310,957.09 |