



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
June 7, 2021 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions are for the purpose of providing the commission the opportunity to study items in more detail.

OPEN FORUM

This is an opportunity to bring up items to be informally addressed. The Mayor may impose a time limit on open forum.

STUDY ITEMS

1. Kansas Homeland Security Region F Hazard Mitigation Resolution
2. 2021 Street Rehabilitation
3. Well #23 Land Transfer and Farm Lease Agreements
4. Police Department Remodel





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

06/14/2021

Originating Department

Administration

Prepared By:

Ron Marsh

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

All-Hazard Mitigation Plan -Dickinson County, KS Hazard Mitigation Plan – Resolution 061421-1

BACKGROUND:

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

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

If you want to see the mitigation plan, it can be found at <https://www.dkcoks.org/304/All-Hazard-Mitigation-Plan>

FISCAL NOTE:

None

COMMISSION ACTION OPTIONS:

Adopt Resolution 061421-1 as the City of Abilene's official Kansas Homeland Security Region F Hazard Mitigation Plan

RESOLUTION 061421-1

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 14th day of June 2021.

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, Interim City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

June 7, 2021 and
June 14, 2021

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Public Works

Lon

AGENDA ITEM HEADING:

2021 Street Rehabilitation and Preservation project bid results and action, Project #21-1SR

BACKGROUND:

At the end of March I produced a revised 5 year street maintenance plan. In the plan for 2021 I had earmarked a number of streets and proceeded to prepare a scope of work, bid specifications and invitations. These were sent to 8 paving contractors. We received bids from just two, Bayer Construction of Manhattan and APAC Kansas, Shears Division of Salina. These two contractors have performed nearly all of the last ten years' asphalt paving projects for us and both attended the pre-bid walk-thru that we held.

In that 5 year plan, I had made a preliminary cost estimate for the 2021 preservation and rehabilitation types of work at \$577,000. As the bid quantities were completed, we estimated the project to cost \$585,278. Both companies' bids were well below that with Bayer at \$488,160 and APAC at \$431,020.52. Admittedly after underestimating the March concrete paving project cost and the uncertainty on costs of supplies and raw materials right now, I was extra cautious with the final estimate.

Portions of the following streets that will be included:

West 1 st	NE 12th
N. Washington	NW 5th
N. Mulberry	NW 6 th
N. Walnut	NW 10th
S. Olive	SE 3rd

FISCAL NOTE:

Funding is available through our 2021 Special Street and Sales Tax Street budgets.

COMMISSION ACTION OPTIONS:

Review and approve

City of Abilene

2021

FUND PAGE FOR FUNDS WITH NO TAX LEVY

Adopted Budget Special Highway	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
Unencumbered Cash Balance Jan 1	143,478	248,909	291,980
Receipts:			
State of Kansas Gas Tax	173,627	163,020	144,200
County Transfers Gas		0	0
KDOT-Federal Fund Exchange	70,116	128,717	70,000
Miscellaneous	2,962	6,334	1,000
Does miscellaneous exceed 10% Total Rec			
Total Receipts	246,705	298,071	215,200
Resources Available:	390,183	546,980	507,180
Expenditures:			
Operations	46,952	48,000	48,000
Contractual Services	81,115	75,000	75,000
Capital Outlay	13,207	132,000	350,000
Cash Forward (2021 column)			34,180
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	141,274	255,000	507,180
Unencumbered Cash Balance Dec 31	248,909	291,980	0
2019/2020/2021 Budget Authority Amount	427,089	478,874	507,180

Adopted Budget

Sales Tax Street	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
Unencumbered Cash Balance Jan 1	482,925	523,671	673,671
Receipts:			
Sales Tax Distribution	330,973	300,000	315,000
Miscellaneous			
Does miscellaneous exceed 10% Total Rec			
Total Receipts	330,973	300,000	315,000
Resources Available:	813,898	823,671	988,671
Expenditures:			
Street Projects	290,227	150,000	950,000
Cash Forward (2021 column)			38,671
Miscellaneous			
Does miscellaneous exceed 10% Total Exp			
Total Expenditures	290,227	150,000	988,671
Unencumbered Cash Balance Dec 31	523,671	673,671	0
2019/2020/2021 Budget Authority Amount	962,762	766,975	988,671

CPA Summary

REAL ESTATE AGREEMENT

This Real Estate Agreement (the "Agreement") is made effective this ____ day of May, 2021 (the "Effective Date"), by and between the City of Abilene, Kansas, a Kansas municipal corporation (the "City") and Warren Wilson Hay, Inc., a Kansas corporation ("Wilson"). The City and Wilson are collectively referred to as the "Parties" and each, individually, as a "Party."

RECITALS

A. The City is the owner of certain parcels of agricultural real estate situated in Dickinson County, Kansas, consisting of approximately 30.6 total acres, as legally described on Exhibit A attached hereto (the "City Property").

B. Wilson is the owner of an approximately 4.0-acre parcel of real estate situated in the Dickinson County, Kansas, which is legally described on Exhibit B attached hereto (the "Wilson Property").

C. Subject to the terms and conditions of this Agreement, the City desires to purchase and acquire the Wilson Property from Wilson, and a related utility easement over and across Wilson's adjacent property, for purposes of developing and constructing a water well site in connection with the City's operation of a municipal water utility service.

D. In consideration of Wilson's agreement to sell and convey the Wilson Property and a related utility easement to the City, the City desires to convey and transfer the City Property to Wilson, and to amend and restate the Parties' existing Farm Lease Agreement, dated September 1, 2012, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated as though more fully set forth herein.

2. **Conveyances by Wilson to City.**

2.1 **Wilson Property.** Wilson agrees to convey to the City fee simple title to the Wilson Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement.

2.2 **Utility Easement.** Wilson agrees to grant and convey to the City a 20-foot water line and related utility easement in, on, over, under, and through Wilson's adjacent property, within the area depicted and legally described in Exhibit C attached hereto, for purposes of accessing, locating, constructing, excavating, and maintaining poles, wires, conduit, pipeline, and other facilities necessary in conducting, transmitting, and distributing water, electricity, gas, electronic communications, and other utility facilities by the City.

3. Conveyances and Covenants by the City.

3.1 **City Property.** The City agrees to convey to Wilson fee simple title to the City Property, by a good and sufficient warranty deed, free and clear of all liens, charges, and encumbrances whatsoever except as otherwise permitted by this Agreement; provided, however, that the City's conveyance of the City Property shall be subject to a retained permanent access and maintenance easement in favor of the City, its agents, representatives, and contractors, for the purposes accessing and performing routine or periodic inspections, maintenance, or repairs associated with the Mud Creek flood levies, spoil bank levies, and drainage structures.

3.2 **Amended and Restated Farm Lease.** The City agrees to amend and restate Wilson's existing Farm Lease Agreement with the City, in relation to Wilson's lease of approximately one hundred twenty-seven (127) acres of land in Dickinson County, Kansas, for farming purposes. The amended and restated Farm Lease Agreement to be entered into between the City and Wilson shall be in a form substantially similar to the form attached hereto as Exhibit D.

4. Escrow Agent; Title Insurance.

4.1 First American Title Insurance Company, 315 Broadway, Abilene, Kansas, is designated as the Escrow Agent of the parties and shall hold this Agreement, the deed, the title insurance policies, and all instruments required under this Agreement pending the complete fulfillment of this Agreement. The Escrow Agent shall receive and disburse all amounts to be paid under this Agreement, if any.

4.2 Within fourteen (14) days after the Effective Date of this Agreement, the City will procure a commitment for an owner's title insurance policy (each, a "Commitment") with respect to the City Property and the Wilson Property. The Parties agree to use commercially reasonable efforts to cause a policy to be issued in the amount of \$30,000.00 for each of the City Property and the Wilson Property. Each Commitment shall insure title subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement, and those which shall be discharged at or before Closing. Each Party shall have ten (10) days after receipt to examine the Commitment applicable to the property such Party will be conveyed hereunder, and to notify the other Party in writing of any requirements to make the title marketable. If defects precluding marketability are not removed by Closing, the Party objecting to marketability may either accept title or cancel this Agreement, or extend the Closing Date for a reasonable time to enable title to be made marketable. Each Party shall diligently attempt before Closing to correct any defects to marketability of which the other Party has given written notice of, and shall file and pursue any legal proceedings reasonably necessary to correct such defects. In case of dispute between the parties as to marketability of title, the Title Standards adopted from time to time by the Bar Association of the State of Kansas, and the Kansas Marketable Title Act, as amended, shall control. All costs of recording any corrective instruments with respect to the City Property shall be paid by the City. All costs of recording any corrective instruments with respect to the Wilson Property shall be paid by Wilson.

5. **Permitted Title Exceptions.** Title to the respective properties shall be subject to the following exceptions: (a) easements, rights of way, and restrictions of record that each respective Party shall determine do not unreasonably interfere with such Party's intended use and enjoyment of the property to be conveyed to such Party; and (b) the printed or standard exceptions

set forth on Schedule B of the Commitment.

6. **Closing Date.** The Closing Date shall be on or before June 30, 2021, unless both parties agree in writing to delay the Closing; provided however, that if marketable title has not been furnished as of that date, then the Closing Date shall be the day following the date on which marketable title has been obtained. "Closing" means the settlement of the obligations of the Parties to each other under this Agreement, including the payment of all amounts then required to be paid, and the delivery of deeds and other instruments in proper form for recording.

7. **Possession; Growing Crops.** Possession of the Wilson Property shall be delivered from Wilson to the City on the Closing Date. Possession of the City Property shall be delivered from the City to Wilson on the Closing Date, subject to the tenant's rights until harvest of any fall seeded grain crop or August 1, 2021, whichever shall occur first.

8. **Wilson's Closing Deliveries.** At the Closing, Wilson shall:

- (a) Execute and deliver a general warranty deed in recordable form, conveying the Wilson Property to the City;
- (b) Execute and deliver a utility easement, in recordable form, conveying the utility easement to the City;
- (c) Deliver to the title company and to the City evidence of Wilson's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
- (d) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

9. **City's Closing Deliveries.** At the Closing, the City shall:

- (a) Execute and deliver a warranty deed in recordable form, conveying the City Property to Wilson;
- (b) Deliver to the title company and to Wilson evidence of the City's authority to execute the documents reasonably necessary to consummate the transactions contemplated by this Agreement; and
- (c) Deliver such affidavits as may be reasonably required by the title company to permit the issuance of a title policy in accordance with this Agreement.

10. **Prorations at Closing.** Wilson shall pay all taxes and assessments that accrue on the Wilson Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. The City shall pay all taxes and assessments, if any, that accrue on the City Property on or before the Closing Date, provided, however, that taxes and assessments for 2021 shall be prorated between the Parties as of the Closing Date. In the event taxes and assessments for the tax year in which Closing occurs are not available on the Closing Date, then the amount will be presumed to be the same amount as that for the last preceding tax period for which the amount of taxes and assessments is known.

11. **Wilson's Costs.** Wilson will pay the following costs associated with the transaction: 1) the title insurance premium for the City Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the City Property; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as

may be required by Wilson, if any; and 5) any attorneys' fees and expenses incurred by Wilson in the preparation and performance of this Agreement.

12. City's Costs. The City will pay the following costs associated with the transaction: 1) the title insurance premium for the Wilson Property; 2) one-half of the escrow and closing fee, if any; 3) the cost of recording the deed for the Wilson Property and the public utility easement; 4) the cost of obtaining an appraisal or the cost of any additional preparatory information for due diligence purposes, as may be required by the City, if any; and 5) any attorneys' fees and expenses incurred by the City in the preparation and performance of this Agreement.

13. Condition of Property. No representations or warranties have been made by either Party, or anyone in such Party's behalf, to the other Party as to the condition of the City Property or the Wilson Property (as the case may be). Each Party has had a full and complete opportunity to inspect the premises being conveyed to such Party under this Agreement, to observe its physical characteristics and existing conditions, and to have conducted such investigations and studies on such premises as it deems necessary. Each Party acknowledges and agrees that the City Property and the Wilson Property (as the case may be) is sold "As Is," and that each Party waives, from and after Closing, any all obligations to or complaints about physical characteristics and existing conditions of the Received Property or the City Property (as the case may be). This Section shall survive the transfer of title and the Closing of this Agreement.

14. Assignment. This Agreement and any right or interest in the Property are assignable only with the written consent of the City.

15. Default. A default in the performance or breach of any term, covenant, condition, or obligation contained in this Agreement, and continuance of such default or breach for a period of thirty (30) days after the non-defaulting Party has delivered to the defaulting Party a written notice specifying such default or breach and requiring it to be remedied, shall constitute an event of default under this Agreement ("Event of Default").

16. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may cancel this Agreement, and/or 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 of as 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(s) of Default.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and authorized assigns.

18. Notices. All notices given by a Party under this Agreement shall be in writing and sent by registered or certified mail to the other Party. Until notice of change is given in writing, notices shall be addressed to the parties as follows:

Wilson: Warren Wilson Hay, Inc.
Attn: Greg Wilson
888 2100 Avenue
Abilene, KS 67410

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

19. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by all parties to this Agreement. Any reference to a time period of less than six (6) days shall include Saturday and Sunday. 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.

20. Amendment. This Agreement may be amended or modified only in writing, signed by all Parties to this Agreement.

21. Brokerage. The Parties acknowledge and agree that no real estate broker or other person entitled to any commission or fee with respect to the transactions contemplated by this Agreement has been involved in procuring the exchange under this Agreement, and no real estate broker or other person entitled to a commission or fee with respect to the exchange of the premises described in this Agreement has been involved in negotiation or execution of this Agreement.

22. Further Acts. Each Party, upon the request of the other Party, agrees to perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the transactions contemplated by this Agreement.

23. Kansas Law Applies. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas

24. Merger Clause. These terms are intended by the Parties as a complete, conclusive and final expression of all of the conditions of their agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made prior to or at the signing of this Agreement, shall be binding unless in writing and signed by all parties and attached to this Agreement. This Agreement is the product of negotiations between the Parties, and no preference shall be applied against the drafting Party; rather, this Agreement shall be construed in accordance with its plain meaning.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

26. Legal and Tax Counseling. The Parties acknowledge the opportunity to obtain legal and tax counseling to review this Agreement, and agree that each Party shall pay its respective fees for such legal and tax counseling. Wilson acknowledges and agrees that (1) neither the City nor any of their respective officials, employees, consultants, attorneys or other agents have provided to Wilson any legal advice or advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated thereby, and

(2) Wilson is relying solely upon its own tax advisors and legal counsel in this regard.

27. Prevailing Party. If any suit or action is instituted by either Party under this Agreement, 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.

28. 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.

IN WITNESS WHEREOF, the Parties indicate their consent and have executed this Agreement as of the Effective Date.

WILSON:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Penny Soukup, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

12.55 ac. m/l in the Southwest 1/4 of Section 21, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

7.0 ac. m/l in the Southwest 1/4 of Section 21, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

11.1 ac. m/l in the Southwest 1/4 of Section 28, Township 13 South, Range 2 East of the 6th PM, Dickinson County, Kansas.

*Surveyed legal descriptions to be obtained by the City of Abilene prior to closing.

LEGAL DESCRIPTION OF WILSON PROPERTY

THE ABOVE DESCRIBED TRACT CONTAINS 174,239 SQUARE FEET, 4.00 ACRES, MORE OR LESS.



olsson

2022 IL 451 Award, No. 410
 Marketing Program, 2022

**THE VOLKSWAGEN
CARE PROGRAM**

www.elsevier.com

EXHIBIT C

DEPICTION AND LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

LEGAL DESCRIPTION - WATER LINE EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, DICKINSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;

THENCE ON AN ASSUMED BEARING OF N00°08'47"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 242.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE;

THENCE S89°22'16"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 554.00 FEET;

THENCE S00°37'44"E A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°37'44"E A DISTANCE OF 20.00 FEET;

THENCE S89°22'16"W ALONG A LINE BEING 37.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE, A DISTANCE OF 2095.96 FEET TO A POINT ON THE EAST LINE OF AN EXISTING COUNTY ROAD EASEMENT (EAST WASHINGTON STREET);

THENCE N00°25'19"W ALONG THE EAST LINE OF SAID COUNTY ROAD EASEMENT, A DISTANCE OF 20.00 FEET;

THENCE N89°22'16"E ALONG A LINE BEING 17.00 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF 2100 AVENUE, A DISTANCE OF 2095.88 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 41,918 SQUARE FEET, 0.96 ACRES, MORE OR LESS.



olsson

202 E. 4th Street, Suite 410
Wichita, KS 67202-1000

TEL: 781.226.1234
FAX: 781.226.1234

www.olsson.com

Surveyor's Seal: Gregory Chad Walker, No. 1417, State of Kansas. Date: 4/21/2014.

Bruce F. Sexton Trust
Tract in SE 1/4, Sec. 20-T13S-R2E

E. Line, SE 1/4,
Sec. 20-T13S-R2E

Bruce F. Sexton
Tract in SW 1/4,
Sec. 21-T13S-R2E

S WASHINGTON STREET

38' R/W
20' WATER LINE
EASEMENT
SW Cor., SE 1/4, Sec. 20-T13S-R2E
& NW Cor., NE 1/4, Sec. 29-T13S-R2E
S. Line, SE 1/4, Sec. 20-T13S-R2E
N. Line, NE 1/4, Sec. 29-T13S-R2E

Warren Wilson Hoy, Inc.
N 1/2, NE 1/4, Sec. 29-T13S-R2E

Warren Wilson Hoy, Inc.
Tract in S 1/2, SE 1/4, Sec. 20-T13S-R2E

N00°37'44"W
315.24'

N89°22'16"E
554.00'

S89°22'16"W
551.73'

S00°08'47"E
242.50'

S00°27'01"E
72.75'

POINT OF BEGINNING

SE Cor., SE 1/4, Sec. 20-T13S-R2E
NE Cor., NE 1/4, Sec. 29-T13S-R2E

MUD CREEK

TOP OF BANK

E. Line, NE 1/4,
Sec. 29-T13S-R2E

David W. & Julie M. Wilson
Revocable Living Trust
Tract in NW 1/4,
Sec. 28-T13S-R2E



PROPERTY TO BE
PURCHASED BY CITY

Scale: 1"=300'



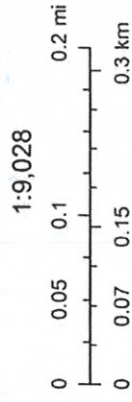
olson

302 S. 4th Street, Suite 110
Marionville, Kansas 66602
TEL: 785.539.8900
FAX: 785.539.8901
www.olson.com
DWG: P:\2020\0001-0500\020-000-B\10-DESIGN\EXHIBITS\EXHIBIT A\CITY PURCHASE.dwg
DATE: 10/26/20 USER: darcus

EXHIBIT D

FORM OF AMENDED AND RESTATED FARM LEASE

Well #23



6/3/2021, 10:09:19 AM

- Parcels
- Roads - Paved
- Subdivisions
- Asphalt, Concrete, Composite or Bituminous surface, CITY
- City Limits (Close)

Maxar

Map Search (Address & City)

city of
land P.O. W
S CHERRY ST

20-13-2
21-13-2

12.46
acres

Property Information

Primary Owner	ABILENE, CITY
Mailing Address	PO BOX 519 ABILENE, KS 67
KSPID	021115210300
QuickRefID	R7192
Property Address	2100 BLK GULF KS 67410
Property Details	View on Web P
Tax Details	View on Web P

[Zoom to](#)

300ft

Map Search (Address & Cit



S WASHINGTON ST

S CHERRY ST

S VINE ST

S ELM ST

6.95
acres

20-13-2
21-13-2

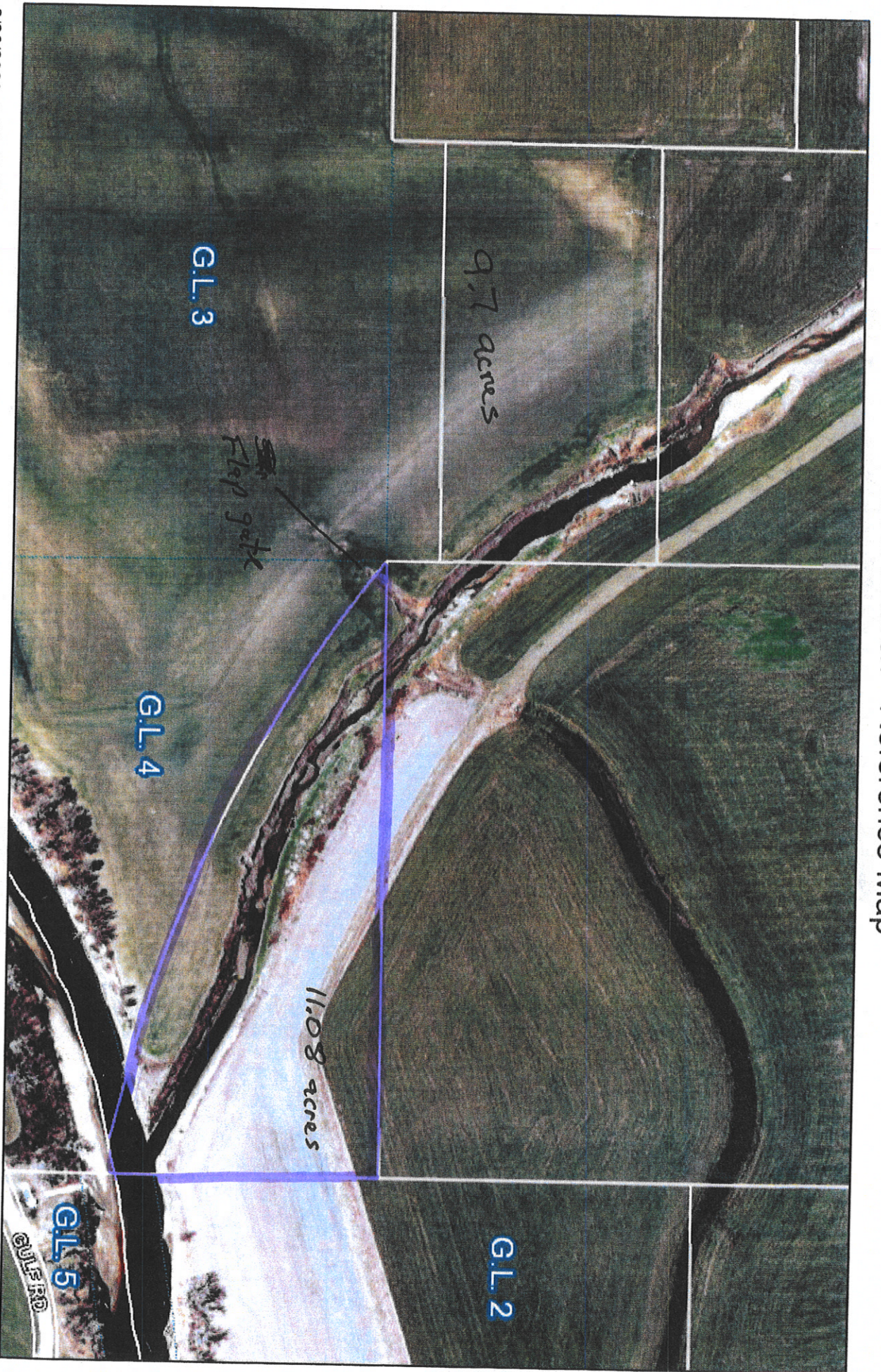
Property Information

Primary Owner	ABILENE, CITY OF
Mailing Address	PO BOX 519 ABILENE, KS 67410-0
KSPID	02111420010040090
QuickRefID	R5142
Property Address	00000 S ELM ST, Abile 67410
Property Details	View on Web Portal
Tax Details	View on Web Portal

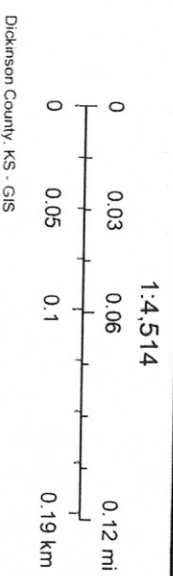
Zoom to

300ft

Parcel Search - Reference Map



- Sections
- Townships
- City Limits (Far)
- City Limits (Mid)
- City Limits (Close)
- Paved Roads
- Paved Roads
- River Lots
- KDOT
- Road Labels
- Cadastral Line



FARM LEASE AGREEMENT

This Farm Lease Agreement ("Lease") is made and entered into this ____ day of May, 2021 ("Effective Date"), by and between the City of Abilene, Kansas, a Kansas municipal corporation ("City") and Warren Wilson Hay, Inc., a Kansas corporation ("Tenant").

In consideration of the payments to be made and the mutual promises stated below, the parties agree as follows:

1. Leasehold Estate; Termination of Existing Lease. The City, in consideration of the rents, covenants, and agreements of Tenant stated in this Lease does hereby grant, lease, and rent to Tenant the tracts of real estate located adjacent to the Abilene Municipal Airport, in Dickinson County, Kansas, consisting of approximately one hundred twenty-seven (127) acres, as depicted in the attached Exhibit A, which is incorporated herein by reference, which shall be referred to in this Lease as the "Leased Property." The parties acknowledge and agree that this Lease shall supersede and replace the parties' existing Farm Lease Agreement, dated September 1, 2012, and any other outstanding lease agreements between the parties ("Existing Agreements"). By the parties' execution of this Lease, the Existing Agreements are terminated in their entirety, and shall be of no further force or effect, and neither party shall have any further obligations to the other pursuant to the Existing Agreement, other than obligations existing as of the date hereof.

2. Term of Lease. This Lease shall be for a term (the "Term") that commences upon the Effective Date and shall continue until the earlier of:

- (a) Termination of the Lease by Tenant, at any time, after no less than 60 days' advance written notice from Tenant to the City of Tenant's election to terminate the Lease, without cause;
- (b) Termination of the Lease by the City, following an event of default and Tenant's failure to cure the event of default after 30 days' advance written notice to do so from the City to Tenant, pursuant to Section 6;
- (c) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that the City has permanently stopped producing water from the municipal water well site situated on approximately 4.00 acres of land to the east of the Leased Property, which site was acquired by the City from Tenant on the Effective Date of this Lease; or
- (d) Termination of the Lease by the City, following 60 days' advance written notification to Tenant that all or any portion of the Leased Property is required for a project involving the expansion or reconstruction of the Abilene Municipal Airport in a manner that conflicts with this Lease.

In the event of a termination pursuant to subsections (c) or (d) above, the City shall compensate Tenant for any crops that are growing on the date this Lease terminates. The parties understand and agree that Tenant shall not be entitled to any additional compensation in connection with a

termination pursuant to this Section. Tenant acknowledges that it is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination pursuant to this Section.

3. Rent. Tenant shall pay cash rent to the City in the initial amount of \$70.00 per acre, for the 127 acres of Leased Property, for a total annual Rent payment of \$8,890.00. One-half of the Rent shall be due on July 1 and one-half shall be due on December 1 of each year during the Term, commencing with the Rent payments due on July 1, 2021 and December 1, 2021. The parties agree to renegotiate the Rent amount to be effective as of the commencement date of each five (5) year anniversary of the Effective Date during the Term. The parties acknowledge and agree that each renegotiated Rent amount shall reflect the then-current market rental rates for comparable agricultural properties in Dickinson County, Kansas and surrounding counties. If, prior to any five (5) year anniversary of the Effective Date, the parties are unable to agree on the adjusted Rent to be paid prior to the succeeding five (5) years, then Tenant shall pay Rent in an amount equal to one hundred ten percent (110%) of the Rent amount paid during each of the immediately preceding five (5) years, until such time as an adjusted Rent amount is agreed upon by the parties pursuant to this Section.

4. City's Reserved Rights. The City reserves an aviation easement for the use and benefit of the public, for the unobstructed and unrestricted flight of aircraft in, through, and across the air space above the Leased Property at any altitude or height above the surface of the land. In addition, the City shall have a right of entry upon the Leased Property for the purpose of removing and preventing the construction or reception of any building, structures, or facilities, and the growth of any trees or other objects upon the land, other than those herein expressly reserved to Tenant.

5. Tenant's Duties. Tenant shall have the following duties under the Term of this Lease:

(a) Airport Restrictions. Because the Leased Property is situated adjacent to the City's municipal airport, Tenant agrees to, at all times, conform Tenant's farming activities to all rules, regulations, and safety measures required by the Federal Aviation Administration, the State of Kansas, and the City of Abilene, Kansas. This Lease shall be subordinate, in its entirety, to any agreements now or hereafter made between the City, as operator or owner of the airport, and the Federal Aviation Administration, or any other agency or instrumentality of the United States or the State of Kansas. Tenant expressly releases and agrees to hold harmless the City from and against any and all liability for any damage incurred by Tenant, its agents or employees, or any crops, as a result of the use of the Leased Property as a municipal airport.

(b) Care and Use of Leased Property. Tenant covenants to farm and care for the Leased Property in a good and workmanlike manner, and in accordance with good farming and soil conservation practices; keep in good repair all terraces, open ditches, preserve all established watercourses or ditches including grassed waterways, and refrain from any operation or practice that will injure such structures.

(c) Planting Restrictions. Tenant shall be restricted to planting and raising low-growing varieties of crops in the critical areas between the runways and the runway ends. Attached hereto is a map showing the Abilene Municipal Airport layout and location marked Exhibit B, which is incorporated herein by reference, showing the location of the following described areas that shall be kept free from all crops:

(i) Two hundred feet (200') on either side of the centerline of Runway 17-35;

(ii) Four hundred feet (400') from all runway ends;

(iii) Sixty-six feet (66') on either side of the centerline of the taxiway; and

(iv) Thirty-two feet (32') from all apron edges.

(d) KSU Parachute Club. Tenant agrees to allow access to the Kansas State University Parachute Club on approximately seven (7) acres located in an area shown in Exhibit B as "Club Drop Zone." Tenant may plant crops within the area designated as the Club Drop Zone, except that neither the City nor the Kansas State University Parachute Club shall be liable for any damage to any crops resulting from normal club operations.

(e) No Assembly. Tenant agrees not to use or allow the Leased Property to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

(f) Operating Costs. Tenant shall pay all operating costs related to the farming of the Leased Property, including without limitation, seed, fertilizer, top dressing, weed killer, and fuel.

(g) No Improvements. Tenant shall not erect or place, or permit to be erected or placed, on the Leased Property any structure, building, or object.

(h) No Livestock. Tenant shall not at any time permit any livestock to be grazed upon any portion of the Leased Property.

(i) No Sub-Lease or Assignment. Tenant shall not, without the prior written consent of City, have the right to sublet the Leased Property or any part thereof, or to assign this Lease, in whole or in part.

(j) No Hunting. Tenant shall not permit any hunting on the Leased Property.

6. Default; Right to Re-enter Leased Property and Surrender of Possession. If Tenant fails to perform any provision of this Lease within thirty (30) days after receipt of written notice from the City to cure such default, the City shall have the right to pursue any remedy at law or in equity available to the City under the laws of the State of Kansas. The parties agree that upon termination of this Lease, Tenant shall surrender possession of the Leased Property to the City.

7. Liens and Taxes. When the Leased Property is in Tenant's possession, Tenant shall keep it free and clear of all levies, liens, and encumbrances, other than those being contested which do not adversely threaten the City's title to the Leased Property. The City shall pay when due all fees, assessments, charges, and taxes of any kind that may now or hereafter be imposed upon ownership, leasing, or renting of the Leased Property.

8. City's Payment. If the City fails to pay such fees, assessments, charges, and taxes, as set forth herein, Tenant shall have the right, but shall not be obligated, to pay such fees, assessments, charges, and taxes, as the case may be. In that event, the City shall reimburse the Tenant for its expenses within 30 days after receiving notice of such payment from Tenant.

9. Indemnification. Tenant shall hold harmless and indemnify the City against all liability, loss, damage, expense, and judgment, including attorneys' fees so incurred, relating to Tenant's use of the Leased Property, including but not limited to any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the Leased Property, or any failure of Tenant to comply with the terms of this Lease. Each party agrees that it shall give the other prompt notice of the assertion of any such claim or the institution of any such action, suit, or proceeding.

10. Default by City. If the City remains in default of this Lease in any way 30 days after receipt of written notice thereof from Tenant to cure such default, the Tenant shall have the right to pursue any remedy at law or in equity available to it under the laws of the State of Kansas.

11. Expenses by City or Tenant. If either party is in default of this Lease, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, incurred by the non-defaulting party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Lease.

12. Ownership. The City holds fee simple title to the Leased Property. The Leased Property shall be bound by this Lease for the Term of this Lease, and any sale, gift, or transfer of the Leased Property, or any part thereof, shall be subject to this Lease.

13. Government and Agricultural Programs. The City agrees to cooperate with the Tenant in abiding by all terms and conditions of any governmental or agricultural programs which are now in effect or may be applicable during the Term of this Lease. The parties shall together determine which, if any, government programs in which to participate. Government payments shall, however, be distributed, in whole, to the Tenant.

14. No Partnership. The parties understand and agree that this Lease shall not be deemed to be, nor intended to give rise to, a partnership relationship between them.

15. Merger Clause. The parties intend these terms to be 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. Any amendment

to this Lease, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

16. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns and 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 constitute one agreement.

17. Severability and Waiver. No waiver by either party of any default hereunder shall operate as a waiver of any other default. If a court of competent jurisdiction determines any provision of this Agreement to be contrary to law, the remaining provisions of this Lease shall remain in full force and effect.

18. Notice. Service of all notices under this Lease shall be sufficient if mailed by certified mail, return receipt requested, to the party involved at its official mailing, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

19. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. This Lease shall be interpreted according to its fair meaning, and not in favor of or against any party.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year herein stated.

TENANT:

Warren Wilson Hay, Inc.
a Kansas limited liability company

By: _____
Name: _____
Title: _____

CITY:

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Penny Soukup, City Clerk

EXHIBIT A
Depiction of Leased Property

EXHIBIT B
Depiction of Restricted Areas



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 06/07/21

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Police

Chief Hatter

AGENDA ITEM HEADING:

2021 Police Facilities Remodel

BACKGROUND:

Current Abilene Police Department (APD) facilities on the first floor of Abilene City Hall do not meet the needs of the department. Space was identified on the second floor of the building that could be remodeled to provide more space and improve the efficiency of APD operations.

Bruce McMillan Architects was selected and approved by the City Commission to conduct a feasibility study regarding relocation and prepare an estimate of probable cost for the project.

In February 2021, City Commissioners authorized Bruce McMillan Architects to obtain bids from vendors to further determine estimated cost to complete the project. Bids were received from five general building contractors. The apparent low bid, including base and alternatives total, was submitted by Riley Construction Co. of Wamego, Kansas, totaling \$411,065.00 with a proposed construction time of 120 calendar days.

Bruce McMillan Architects recommends this project be awarded to Riley Construction Co. of Wamego, Kansas, for \$411,065.00 for a construction period of 120 calendar days.

This project also qualifies for historic tax credits. City staff estimates they would receive around \$80,000-\$90,000 depending on the negotiated rate of the tax credits sold. This would be deposited back into Capital Improvement Fund for future facility needs.

FISCAL NOTE:

2021 Budget Authority for Capital Improvement Fund is \$437,000.

Project Cost: \$411,065

Estimated Tax Credit: \$87,350

Total cost less tax credits: \$323,715

Estimated end of year CIP Fund Balance: \$112,475

COMMISSION ACTION:

Approval of the bid received from Riley Construction, Co. in the amount of \$411,065.00.



BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
Manhattan, KS 66502 Junction City, KS 66441
(P) 785.776.1011 (P) 785.238.5678

June 3, 2021

Members of City Commission
City Hall
419 North Broadway
Abilene, Kansas 67410

Project: Abilene Police Department

Project No. 20.04J

Members of the Commission:

Bids from general building contractors listed on the attached tabulation sheet were received at 3:00 PM on Wednesday, June 2, 2021, for improvements to City Hall for the Abilene Police Department. Of seven firms requesting plans and specifications, five submitted bids.

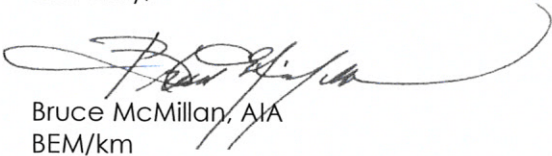
The apparent low bid, base and alternates total, was submitted by Riley Construction Co. of Wamego, Kansas, totaling \$411,065.00 with a proposed construction time of 120 calendar days. Confirmation has been made with Riley Construction that it will support its bid and a list of proposed major subcontractors has been provided. Within the total bid are electrical modifications and upgrades of \$94,870.00, and heating/air conditioning upgrades of \$68,700.00. All documents required at bid time were included.

Therefore, this letter will serve as a recommendation to award this project to Riley Construction Co. of Wamego, Kansas, for \$411,065.00 to include the base bid and alternates 1,2,3 and 4 for a construction period of 120 days.

Thank you for the opportunity to provide this information and I will be available on June 7th and 14th to address questions that may arise.

Thank you for your support of this project.

Sincerely,



Bruce McMillan, AIA
BEM/km

BRUCE MCMILLAN AIA, ARCHITECTS, P.A.

555 POKWITZ AVENUE STE. 206 MANHATTAN, KS 66502 (785) 776-1011 (FAX) (785) 776-9785
332 WEST 7TH STREET, STE. A JUNCTION CITY, KS, 66441 (785) 238-5678 (FAX) (785) 238-5767

**Abilene Police Department / 20.04J**

**BRUCE MCMILLAN AIA
ARCHITECTS, P.A.**

BID TABULATION FORM**Bid Date: June 2nd, 2021**

Contractor	Bond Y	Base Bid	Alternate No. 1 Floor Squeak	Alternate No. 2 Carpet Tiles	Alternate No. 3 Armory	Alternate No. 4 Ceiling Fans	Bid Total	# Days	Addenda Received # Issued	
Conco Construction	X	\$474,000.00	\$600.00	\$5,500.00	\$2,700.00	\$4,200.00	\$487,000.00	100	4	
Farha Construction										
Lancaster Construction										
Law Company	X	\$531,000.00	\$710.00	\$5,300.00	\$3,600.00	\$4,300.00	\$544,910.00	164	3	
Lloyd Builders, Inc.	X	\$472,800.00	\$10,300.00	\$3,500.00	\$3,300.00	\$5,200.00	\$495,100.00	126	4	
Riley Construction	X	\$397,750.00	\$1,975.00	\$3,850.00	\$3,140.00	\$4,350.00	\$411,065.00	120	4	
Trinium, Inc.	X	\$459,500.00	\$3,500.00	\$5,400.00	\$3,000.00	\$4,200.00	\$475,600.00	140	4	
Architect's Estimate		\$474,500.00								

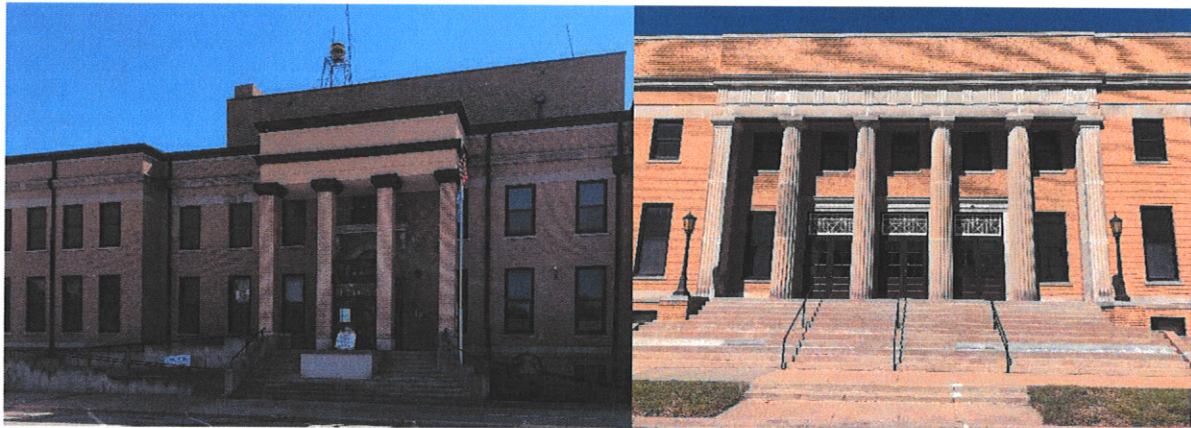
City of Abilene
CAPITAL IMPROVEMENT PROJECT DESCRIPTION

PROJECT SECTION:
PROJECT CATEGORY:

PROJECT NUMBER & TITLE:	4	City Building Remodel
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PROJECT DESCRIPTION	PROJECT LOCATION
Move Police Department to the second floor and relocate inspection, planning and zoning to first floor.	City Hall 419 N. Broadway

PROJECT JUSTIFICATION
This facility has been neglected for more than fifteen years. A new focus on improving this facility will promote a positive work environment with employee safety as our number one priority. A better work environment breeds productivity. This building has great bones with very little exterior damage over the last fifty years. This project will be done in phases beginning in 2021.



FUNDING SOURCE	Capital Improvement-Facility Fund
TOTAL PROJECT COST	\$350,000

City of Abilene

2021

FUND PAGE FOR FUNDS WITH A TAX LEVY

Adopted Budget	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
Capital Improvement			
Unencumbered Cash Balance Jan 1	465,916	367,345	370,589
Receipts:			
Ad Valorem Tax	396	24,900	xxxxxxxxxxxxxxxx
Delinquent Tax	856	400	
Motor Vehicle Tax	10,575	2,877	2,277
Recreational Vehicle Tax		54	38
16/20M Vehicle Tax			8
Commercial Vehicle Tax			72
Watercraft Tax			11
Neighborhood Revitalization Rebate			0
Miscellaneous	77	13	
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	11,904	28,244	2,406
Resources Available:	477,820	395,589	372,995
Expenditures:			
Capital Outlay	110,475	25,000	0
2021 CIP City Building			350,000
Facility Reserve			75,000
Cash Forward (2021 column)			12,000
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	110,475	25,000	437,000
Unencumbered Cash Balance Dec 31	367,345	370,589	xxxxxxxxxxxxxxxx
2019/2020/2021 Budget Authority Amount	459,969	442,993	437,000
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			437,000
Tax Required			64,005
Delinquent Comp Rate:	0.0%		0
Amount of 2020 Ad Valorem Tax			64,005

Adopted Budget	Prior Year Actual for 2019	Current Year Estimate for 2020	Proposed Budget Year for 2021
0			
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
Ad Valorem Tax		0	xxxxxxxxxxxxxxxx
Delinquent Tax			
Motor Vehicle Tax			
Recreational Vehicle Tax			
16/20M Vehicle Tax			
Commercial Vehicle Tax			
Watercraft Tax			
Interest on Idle Funds			
Neighborhood Revitalization Rebate			0
Miscellaneous			
Does miscellaneous exceed 10% Total Receipts			
Total Receipts	0	0	0
Resources Available:	0	0	0
Expenditures:			
Cash Forward (2021 column)			
Miscellaneous			
Does miscellaneous exceed 10% Total Expenditures			
Total Expenditures	0	0	0
Unencumbered Cash Balance Dec 31	0	0	xxxxxxxxxxxxxxxx
2019/2020/2021 Budget Authority Amount	0	0	0
Non-Appropriated Balance			
Total Expenditure/Non-Appr Balance			0
Tax Required			0
Delinquent Comp Rate:	0.0%		0
Amount of 2020 Ad Valorem Tax			0

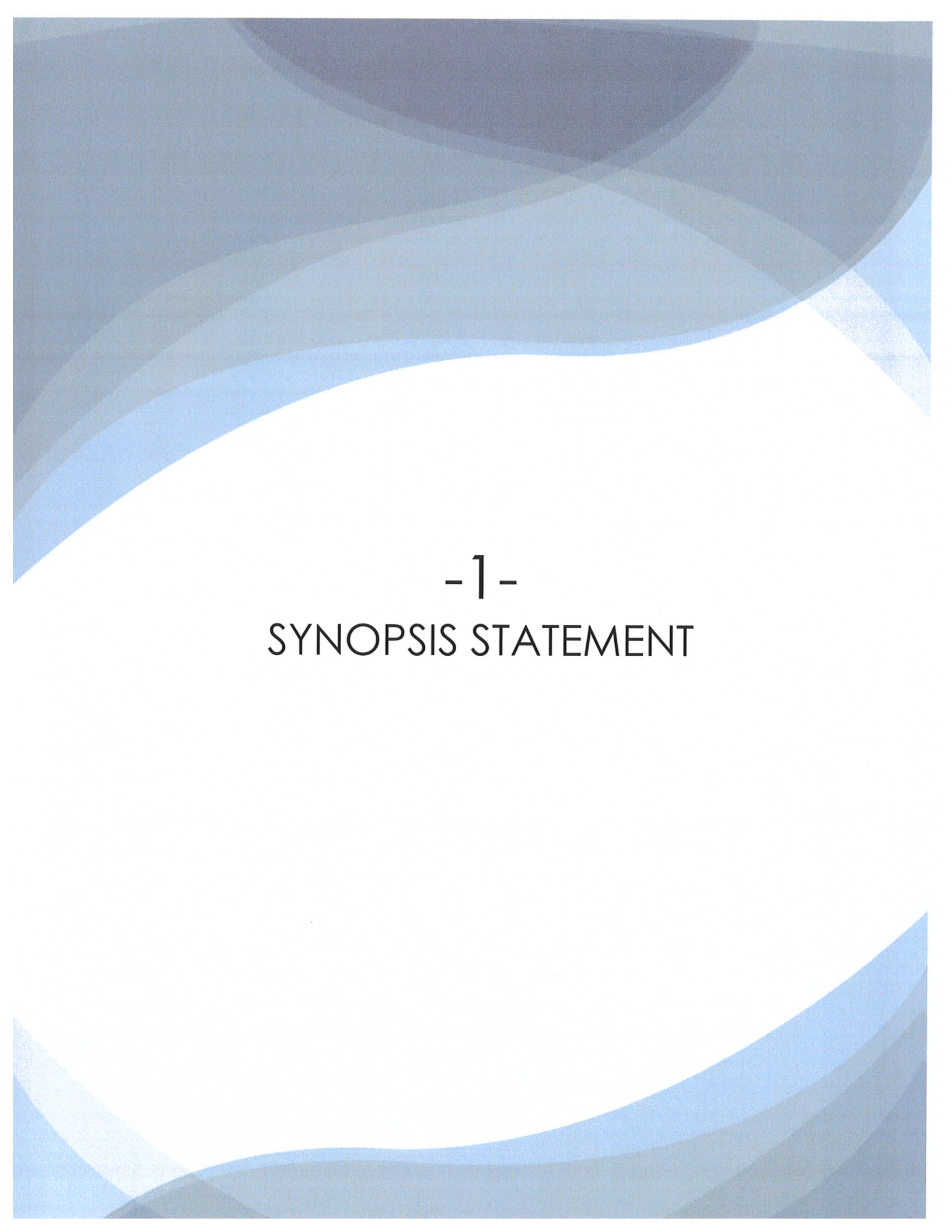
CPA Summary



BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
Manhattan, KS 66502 Junction City, KS 66441
(P) 785.776.1011 (P) 785.238.5678

FEASIBILITY STUDY FOR THE
ABILENE POLICE DEPARTMENT
ABILENE, KANSAS 67410



- 1 -

SYNOPSIS STATEMENT



BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
Manhattan, KS 66502 Junction City, KS 66441
(P) 785.776.1011 (P) 785.238.5678

Project: 20.04J Feasibility Study for the Abilene Police Department

Synopsis Statement

During December 2020 and January 2021, Bruce McMillan and Garric Baker with Bruce McMillan AIA Architects, P.A. of Junction City, Kansas, met with Chief of Police Anna Hatter, Assistant Chief of Police Jason Wilkins, and City Manager Jane Foltz to discuss possible renovations to accommodate the growing Abilene Police Department. The proposed renovations would occur on the second floor of City Hall located at 419 North Broadway. As the building has an elevator, ramp, and ADA accessible restroom, further ADA components were not addressed in this study.

The police department currently resides on the first floor in City Hall, a portion of the Fire Department area, and it has utilized available space by expanding into the unused auditorium as well. However, the needs of the department moving forward will see new technology, a need for expanded space, allocated office space, dedicated workstations, an interview room, as well as a functional layout specific to the Department. Therefore, the Department anticipates moving to the second floor where an open layout can accommodate the needs more suitably than the existing configuration.

The proposed project at the second floor would see the existing landing at the current courtroom receive updates to include finishes, a window for visual security access for the receptionists, and new furnishings. Upgrades within the reception area would entail new finishes, a security door, and bullet-resistant counter and transaction windows. New finishes, modified desk, and storage layouts are provided for the service center to conduct business in a safe manner.

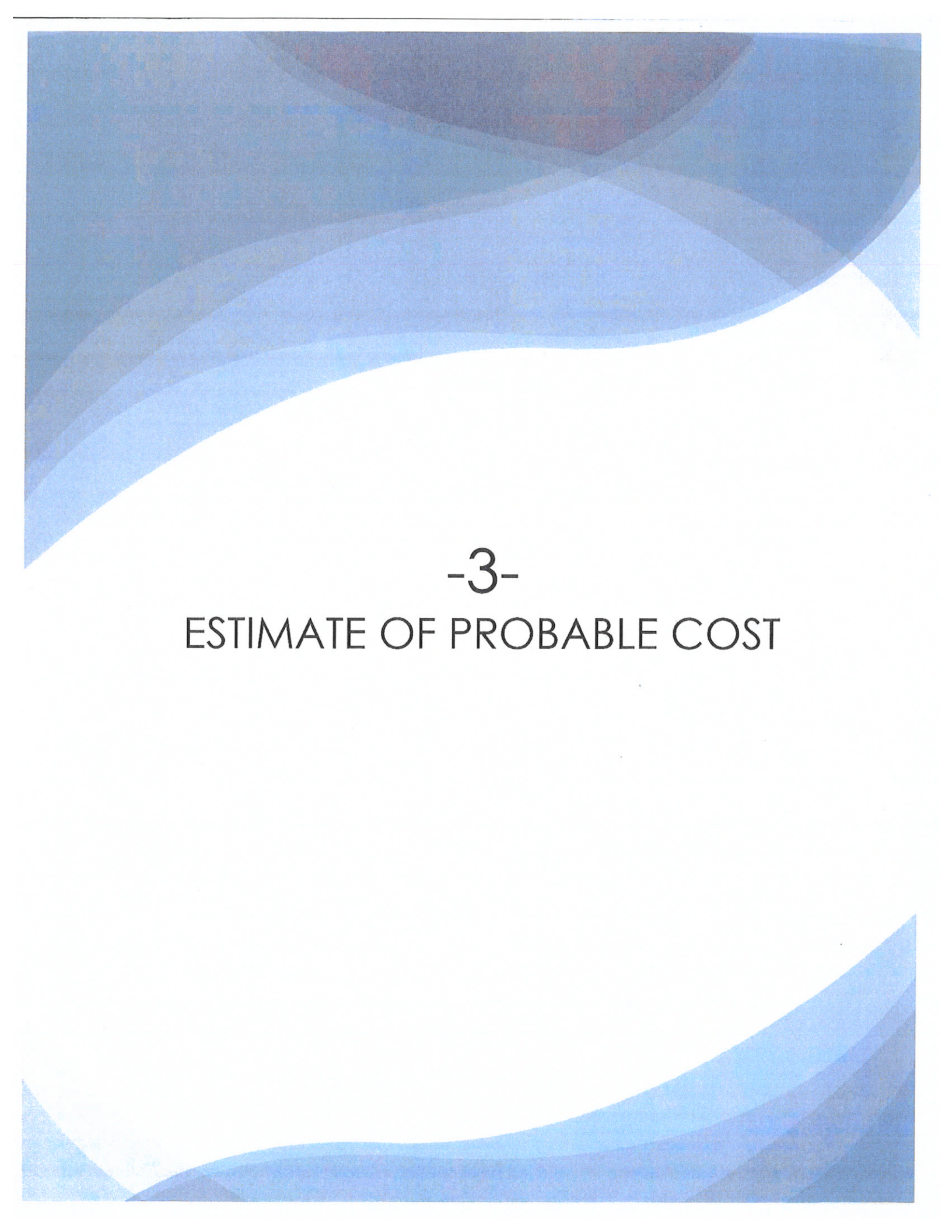
In the north wing of the second floor, the Chief and Assistant Chief of Police will be outfitted with private offices with direct access to the 'bullpen,' allowing for improved communication with officers. The bullpen will include four workstations, radio docking station, filing and storage space, mailboxes, and a dedicated evidence work area. Additionally, this space will include a reporting desk where on-duty officers may sit and write their daily reports at the end of their shifts. The Patrol Sergeant will have a private office. Two investigators will work in a joint office in the northeast corner of the existing space. An interview room is located nearest the rear exit and exit stair. This location is dedicated for confidential informants, suspects, or individuals being interviewed so they can be escorted into the building, up the stairs, and directly into the interview room in a discrete manner.

Improvements to the existing courtroom include removal of flooring, finishes, court furniture and equipment. New finishes include installation of an armory, break room furnishings with coffee bar, refrigerator, and tables/chairs. Additionally, the space can be arranged in a classroom style layout for training sessions.

For visual reference, please see the schematic plans provided within the designated tab. Where decisions and guidance were received, please review the meeting minutes to follow the decision-making process.

Following the schematic design process, estimates of probable cost have been generated for consideration by the Police Department and City Commission. This information is provided in estimated 2021 dollars and represent the best information available at this time. These estimates do not represent a bid or bids that may be received from general contractors that may choose to bid the project in an open bid format and may vary from this information. We thank you for the opportunity to be of service to the City of Abilene and the Police Department. Should the City wish to proceed with the project it is anticipated documents and bidding can occur mid 2021 with construction possibly completed late 2021. Please do not hesitate to contact our office as questions arise.

-2-
DRAWINGS



-3-

ESTIMATE OF PROBABLE COST



BRUCE McMILLAN AIA ARCHITECTS, P.A.

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
Manhattan, KS 66502 Junction City, KS 66441
(P) 785.776.1011 (P) 785.238.5678

Abilene Police Department
Project No. 20.04J

February 11, 2021

Base Project Scope of Work		Totals
1) Contractor General Conditions/Mobilization/Bond & Insurance	\$	22,500.00
2) Demolition/Removal	\$	5,000.00
3) Framing & Drywall Modifications & Additions with Bullet-Resistant Lining	\$	12,000.00
4) Ceiling Upgrade	\$	3,000.00
5) New Doors/Frames/Bullet Resistant Doors	\$	22,500.00
6) Bullet Resistant Windows	\$	11,200.00
7) Paint & Sound Insulation	\$	7,500.00
8) Floor Covering & Base	\$	10,500.00
9) Mechanical, Electrical, Plumbing (Basic Allocation)	\$	122,000.00
10) Closeout (Cleaning, Supervision, etc.)	\$	11,500.00
General Construction Subtotal	\$	227,700.00
10% Contingency	\$	22,000.00
Estimate of Probable Construction Cost	\$	249,700.00
A/E Fees Estimated (10%-12%)	\$	29,500.00
Total Estimate of Probable Cost (Base Bid)		\$ 279,200.00
Alternate Consideration:		
Removal of Radiators, Replacement with New HVAC System		
1) (ADD) New Mechanical	\$	148,000.00
Estimate of Probable Construction Cost	\$	148,000.00
A/E Fees Estimated 12%	\$	18,000.00
Total Estimate of Probable Cost (Alternate No. 1 – HVAC)	\$	166,000.00
Total Estimate of Probable Cost (Base Bid + Alt. No. 1 Including A/E Fees)		\$ 445,200.00