



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
February 7, 2022 - 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. RHID Presentation
 - * Gilmore & Bell
 - * Ross Vogel – Heartland Housing Partners
 - * Resolution setting Public Hearing
2. Heritage Commission Proposal
3. Christmas Decoration bids
4. 2022 Water and Sewer Rate increase ordinance.
5. 2022 BCBSKS National Fitness Campaign
6. "State of the City" Financial report





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/07/2022
02/14/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Ron Marsh

AGENDA ITEM HEADING:

Resolution to call a Public Hearing for purpose of establishing a Rural Housing Incentive District at the Highlands.

BACKGROUND:

The next step in the RHID process is to pass a resolution calling for a public hearing on establishing the Rural Housing Incentive District. A requirement of this resolution is to present a Development Plan, Feasibility Study, and Consulting/Development Agreement. Gilmore and Bell, Bond Council, will attend to go through the resolution and process; Ross Vogel with Heartland Housing Partners (HHP) will present the agreement between the City and HHP.

Heartland Housing Partners will be the POC for developers and builders interested in the Highlands. HHP will use their network of contacts and established relationships to promote the opportunities in the Highlands. Any inquires for purchasing lots in the Highlands will funnel through HHP.

Aaron Martin, Marcus Rothchild and I have worked with HHP attorney to draft an agreement we believe is beneficial to both parties.

The public hearing must be not less than 30 days and not more than 70 after adoption of the resolution. This would make March 17 the earliest for the hearing. After the conclusion of the hearing, the governing body can adopt the plan and establish the district by ordinance. Per KSA 12-5246, the County and school district will have 30 days following the hearing to pass resolution finding the RHID is detrimental to the county/district.

Moving forward, the name 'The Highlands' has become synonymous with failure. It's become a literal four letter word in the community. We would like to purpose a rebranding of the Highlands. Julie Roller-Weeks has come up with a great approach to rebranding this area:

"The community has a great affinity for its wild west days / history. Abilene is known for its three kings: Amusement Park King (C.W. Parker), Cattle King (Joseph McCoy), and Wheat King (T.C. Henry). Today we honor Parker at the Heritage Center, we celebrate McCoy at Chisholm Trail Days, but little is said about Henry. Henry was Abilene's first mayor, he hired Tom Smith, he promoted planting hard red winter wheat, and was a real estate developer/agent who helped clean up the town. His barn is the big white barn at Old Abilene Town. His home was located at 14th & Buckeye (around Ike's Place today). He coined Old 40 as the "Golden Belt" referring to the fields of wheat. So, I think we should think about a name relating to Henry/Golden Belt and then use it to tell the story of Abilene's history."

FISCAL NOTE:

The city will sell the lots in the Highlands for \$7500. HHP will get \$5000 and \$2500 will be held by the city. Once a Certificate of Occupancy is issued, the city will rebate the \$2500 to the builder/homeowner. RHID pertains to the incremental increase in the property taxes generated by the completion of new homes, HHP will receive 15% of the increment. Once the city is meeting its annual debt service obligation, HHP's percentage increases to 25%.

COMMISSION ACTION:



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Page 2

BACKGROUND:

We recommend changing the name to “Golden Belt Heights” to honor T.C. Henry and promote through social media and a dedicated website.

Additionally, we recommend removing the wall currently at the Highlands. Parts of it were knocked down in the wind storm a month or so ago and Lon Schrader is getting some quotes to tear down the rest of it. This would give Golden Belt Heights a fresh, new look and move further past the old stigma.

FISCAL NOTE:

COMMISSION ACTION:

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE KANSAS
HELD ON FEBRUARY 14, 2022**

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

Absent:

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

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT)

Commissioner _____ moved that the Resolution be adopted. The motion was seconded by Commissioner _____. The Resolution was duly read and considered, and upon being put, the motion for the adoption of the Resolution was carried by the vote of the governing body as follows:

Yea: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 021422-__ and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. 021422-[]

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) with a population of less than 60,000 to designate rural housing incentive districts within such city; and

WHEREAS, the City of Abilene, Kansas (the “City”) has an estimated population under 60,000, and therefore constitutes a city as said term is defined in the Act; and

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

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

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

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

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;

6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

WHEREAS, the Governing Body proposes to continue proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a rural housing incentive district. The District is proposed to be formed within the boundaries of the real estate legally described in **Exhibit A** attached hereto, and shown on the map depicting the existing parcels of land attached hereto as **Exhibit B**. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as **Exhibit C**.

Section 2. Proposed Plan; Consulting Agreement. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in **Exhibit D** attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in **Exhibit E** attached hereto.

In addition, the City has negotiated a Consulting Services Agreement (the “Consulting Agreement”) between the City and Heartland Housing Partners, LLC, relating to the Highlands Rural Housing Incentive District, the development thereof, and the construction and payment of improvements related thereto. The Consulting Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Manager and as may be approved as to form by the City Attorney. The Mayor is hereby authorized to execute the Consulting Agreement and such other documents as may be necessary to implement the intent of this Resolution and the Consulting Agreement, as may be approved by the City Manager and as may be approved as to form by the City Attorney, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on March 28, 2022 at the City Commission Meeting Room within the Abilene Public Library located at 209 NW Fourth Street, Abilene, Kansas 67410; the public hearing to commence at 4:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this resolution shall be delivered to:
 - A. The Board of County Commissioners of Dickinson County, Kansas;
 - B. The Board of Education of Unified School District No. 435, Dickinson County, Kansas (Abilene); and
 - C. The Planning Commission of the City of Abilene, Kansas.
2. This Resolution, specifically including ***Exhibits A*** through ***E*** attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.
3. This Resolution, including ***Exhibits A*** through ***E*** attached hereto, shall be available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

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

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

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ADOPTED by the Governing Body of the City of Abilene, Kansas on this 14th day of February, 2022.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 021422-____ adopted by the Governing Body of the City on this 14th day of February, 2022 as the same appear of record in my office.

DATED: February 14, 2022

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPOSED HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT

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

Area 1 (East Highlands):

A parcel of land located in the West Half of Section 8, Township 13 South, Range 2 East of the 6th Principal Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 8; thence on an assumed bearing of N 00°00'00" E along the West line of said Southwest Quarter a distance of 668.20 feet to the Southwest Corner of the North Half of the Southwest Quarter of said Southwest Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence continuing N 00°00'00" E along said West line a distance of 1021.58 feet to the South right-of-way line Interstate 70;
- thence N 90°00'00" E along said South right-of-way line distance of 30.00 feet;
- thence N 12°45'36" E along said South right-of-way line a distance of 947.27 feet;
- thence N 86°59'06" E along said South right-of-way line a distance of 956.79 feet;
- thence N 86°26'10" E along said South right-of-way line a distance of 141.67 feet;
- thence S 00°07'21" E along the East line, and extensions thereof, of the West Half of said Southwest Quarter a distance of 1996.85 feet to the Southeast Corner of said North Half of the Southwest Quarter of the Southwest Quarter;
- thence S 89°40'08" W along the South line of said North Half of the Southwest Quarter of the Southwest Quarter a distance of 1340.38 feet to the POINT OF BEGINNING;

Said parcel contains 57.53 acres, more or less, and is subject to easements, reservations and restrictions of record.

Area 2 (West Highlands):

A parcel of land located in the Southeast Quarter of Section 7, Township 13 South, Range 2 East of the 6th Principle Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence on an assumed bearing N 00°00'00" E along the East line of said Southeast Quarter a distance of 668.02 feet to the Southeast Corner of the North Half of the Southeast Quarter of said Southeast Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence S 89°39'57" W along the South line of said North Half of the Southeast Quarter of the Southeast Quarter a distance of 1322.73 feet to the Southwest corner of said North Half of the Southeast Quarter of the Southeast Quarter;
- thence N 00°04'09" W along the West line of said Southeast Quarter of the Southeast Quarter a distance 663.95 feet to the Southwest corner of the Northeast Quarter of said Southeast Quarter;

- thence continuing N 00°04'09" W along the West line of said Northeast Quarter of said Southeast Quarter a distance of 1266.69 feet to a point on the South right-of-way line of Interstate 70;
- thence N 87°48'43" E along said South right-of-way line a distance of 1205.56 feet;
- thence N 76°18'25" E along said South right-of-way line a distance of 83.57 feet;
- thence N 87°56'37" E along said South right-of-way line a distance of 39.18 feet to the Northeast corner of said Southeast Quarter;
- thence S 00°00'00" E along said East line of the Southeast Quarter a distance of 1990.14 feet to the POINT OF BEGINNING;

Said parcel contains 59.36 acres (112,596 square feet), more or less, and is subject to easements, reservations and restrictions of record.

The Final Part of
West Highlands
to City of Abilene, Dickinson County, Kansas
A parcel of land in the Southeast Quarter, Section 7, Township 13 South,
Range 2 East of the 6th Principal Meridian



EXHIBIT C

NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS AND NAMES AND ADDRESSES OF THE DEVELOPERS

Owner of Real Property:

City of Abilene, Kansas Land Bank
419 N. Broadway Ave.
P.O. Box 519
Abilene, Kansas 67410

Gary M. & Susan J. Longenecker
1707 Broadfoot Drive
Abilene, Kansas 67410

Larry S. Murray
1709 Broadfoot Drive
Abilene, Kansas 67410

Developers:

Heartland Housing Partners, LLC
4851 Meadowbrook Parkway
Unit 149
Prairie Village, Kansas 66207

City of Abilene, Kansas Land Bank
419 N. Broadway Ave.
P.O. Box 519
Abilene, Kansas 67410

Existing Assessed Valuation of the District:

Land - \$1,610
Improvements - \$29,432

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT

Housing Facilities

The housing facilities will consist of constructing approximately 115 residences on standard residential lots, with a mix of single family homes and multi-family homes. Development is expected to be market-driven.

Public Facilities

Public facilities have previously been constructed to support the development, including water, sanitary sewer, storm water, streets, curbs, gutters, sidewalks, and other utilities. These infrastructure improvements were initially financed by special assessments levied pursuant to K.S.A. 12-6a01 et seq. (the “Benefit District Act”). Increment generated by the District is expected to be utilized for payment or reimbursement for prior payment of past, present, and future special assessments levied against property within the District pursuant to the Benefit District Act.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City of Abilene will enter into a Consulting Services Agreement with Heartland Housing Partners, LLC. The Consulting Agreement, as supplemented and amended, includes an anticipated project construction schedule, a description of services to be provided related to the District, and financial and administrative support from the City.

Feasibility Study

A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support payment or reimbursement of all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of funds would be adequate to pay the eligible costs.

**DEVELOPMENT PLAN
OF THE CITY OF ABILENE, KANSAS
HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT**

FEBRUARY 7, 2022

INTRODUCTION

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

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

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”).

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

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

(1) ***Legal Description and Map of the District.*** The legal description of the Highlands Rural Housing Incentive District (the “District”) is attached as ***Exhibit A*** to this Development Plan. A map of the District is attached as ***Exhibit B*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2021 is:

Land	\$ 1,610
Improvements	<u>29,432</u>
Total	\$31,042

(3) ***Owners of Record.*** The names and addresses of the owners of record for the real estate within the District is:

City of Abilene, Kansas Land Bank
419 N. Broadway Ave.
P.O. Box 519

Abilene, Kansas 67410

Gary M. & Susan J. Longenecker
1707 Broadfoot Drive
Abilene, Kansas 67410

Larry S. Murray
1709 Broadfoot Drive
Abilene, Kansas 67410

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

Housing Facilities

The housing facilities will consist of constructing approximately 115 residences on standard residential lots, with a mix of single family homes and multi-family homes. Development is expected to be market-driven.

Public Facilities

Public facilities have previously been constructed to support the development, including water, sanitary sewer, storm water, streets, curbs, gutters, sidewalks, and other utilities. These infrastructure improvements were initially financed by special assessments levied pursuant to K.S.A. 12-6a01 *et seq.* (the “Benefit District Act”). Increment generated by the District is expected to be utilized for payment or reimbursement for prior payment of past, present, and future special assessments levied against property within the District pursuant to the Benefit District Act.

The map attached as **Exhibit B** also reflects the Site Plan for the District.

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

Developer:	City of Abilene, Kansas Land Bank 419 N. Broadway Ave. P.O. Box 519 Abilene, Kansas 67410
Specific property interest:	Owner of vacant property within the District
Developer:	Heartland Housing Partners, LLC 4851 Meadowbrook Parkway Unit 149 Prairie Village, Kansas 66207
Specific property interest:	None

(6) **Contractual Assurances.** The Governing Body entered into a Consulting Services Agreement, dated February [], 2022 (the “Consulting Agreement”), with Heartland Housing Partners, LLC, a Kansas limited liability company (the “Consultant”). The Consulting Agreement, as supplemented and amended, includes an anticipated project construction schedule, a description of services to be provided related to the District, and financial and administrative support from the City. The Consulting Agreement includes contractual assurances, if any, the Governing Body has received from the Consultant guaranteeing

the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the Consulting Agreement is attached as ***Exhibit C*** to this Development Plan.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit D*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support payment or reimbursement of all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project together with other sources of funds would be adequate to pay the eligible costs.

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EXHIBIT A
DEVELOPMENT PLAN
HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT

LEGAL DESCRIPTION OF THE DISTRICT

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

Area 1 (East Highlands):

A parcel of land located in the West Half of Section 8, Township 13 South, Range 2 East of the 6th Principal Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 8; thence on an assumed bearing of N 00°00'00" E along the West line of said Southwest Quarter a distance of 668.20 feet to the Southwest Corner of the North Half of the Southwest Quarter of said Southwest Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence continuing N 00°00'00" E along said West line a distance of 1021.58 feet to the South right-of-way line Interstate 70;
- thence N 90°00'00" E along said South right-of-way line distance of 30.00 feet;
- thence N 12°45'36" E along said South right-of-way line a distance of 947.27 feet;
- thence N 86°59'06" E along said South right-of-way line a distance of 956.79 feet;
- thence N 86°26'10" E along said South right-of-way line a distance of 141.67 feet;
- thence S 00°07'21" E along the East line, and extensions thereof, of the West Half of said Southwest Quarter a distance of 1996.85 feet to the Southeast Corner of said North Half of the Southwest Quarter of the Southwest Quarter;
- thence S 89°40'08" W along the South line of said North Half of the Southwest Quarter of the Southwest Quarter a distance of 1340.38 feet to the POINT OF BEGINNING;

Said parcel contains 57.53 acres, more or less, and is subject to easements, reservations and restrictions of record.

Area 2 (West Highlands):

A parcel of land located in the Southeast Quarter of Section 7, Township 13 South, Range 2 East of the 6th Principle Meridian in Dickinson County, Kansas, more particularly described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence on an assumed bearing N 00°00'00" E along the East line of said Southeast Quarter a distance of 668.02 feet to the Southeast Corner of the North Half of the Southeast Quarter of said Southeast Quarter, said point also being the POINT OF BEGINNING of the parcel to be described;

- thence S 89°39'57" W along the South line of said North Half of the Southeast Quarter of the Southeast Quarter a distance of 1322.73 feet to the Southwest corner of said North Half of the Southeast Quarter of the Southeast Quarter;
- thence N 00°04'09" W along the West line of said Southeast Quarter of the Southeast Quarter a distance 663.95 feet to the Southwest corner of the Northeast Quarter of said Southeast Quarter;

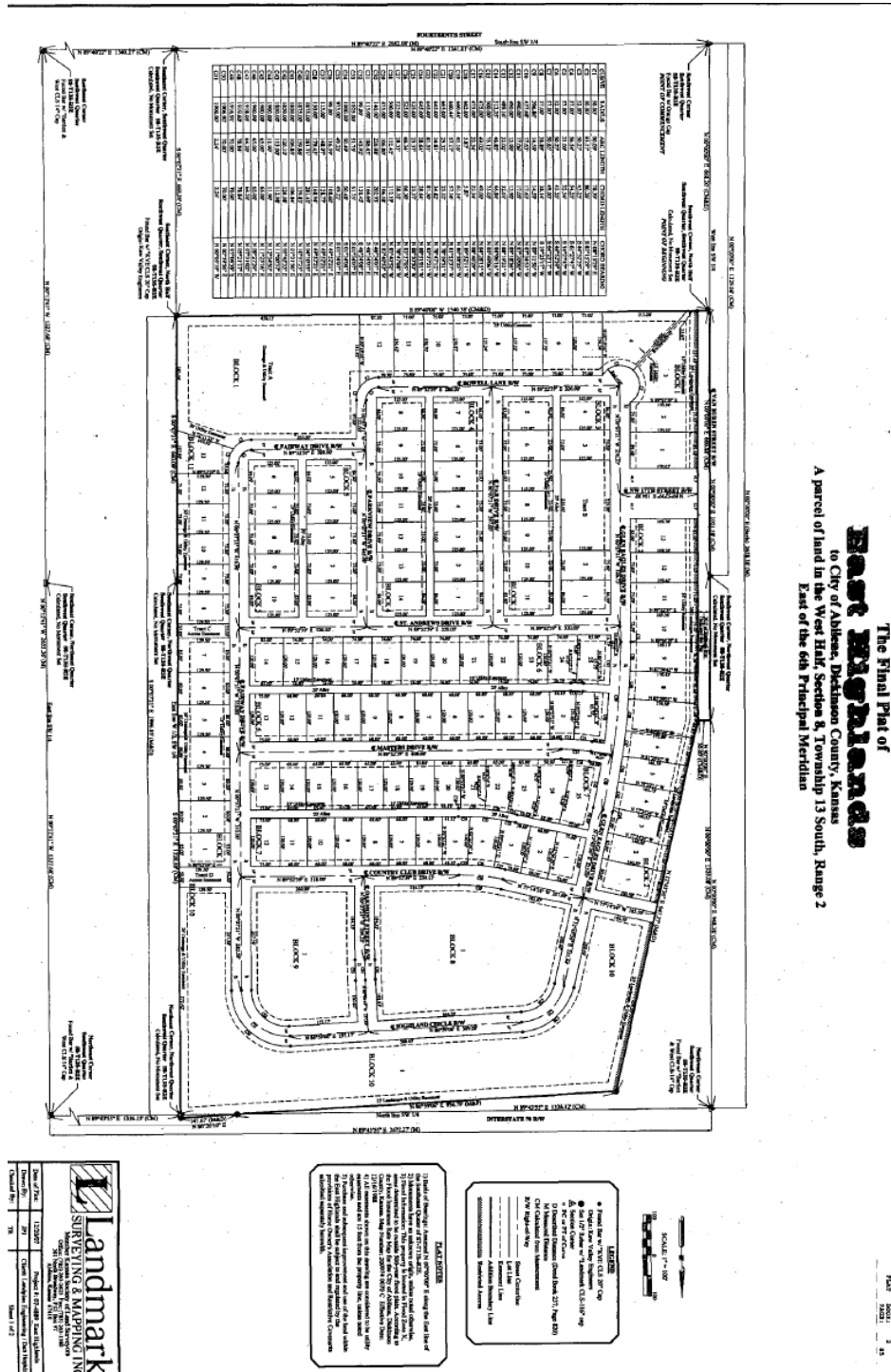
- thence continuing N 00°04'09" W along the West line of said Northeast Quarter of said Southeast Quarter a distance of 1266.69 feet to a point on the South right-of-way line of Interstate 70;
- thence N 87°48'43" E along said South right-of-way line a distance of 1205.56 feet;
- thence N 76°18'25" E along said South right-of-way line a distance of 83.57 feet;
- thence N 87°56'37" E along said South right-of-way line a distance of 39.18 feet to the Northeast corner of said Southeast Quarter;
- thence S 00°00'00" E along said East line of the Southeast Quarter a distance of 1990.14 feet to the POINT OF BEGINNING;

Said parcel contains 59.36 acres (112,596 square feet), more or less, and is subject to easements, reservations and restrictions of record.

EXHIBIT B DEVELOPMENT PLAN HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT

MAP OF THE DISTRICT

Map of Area 1 (East Highlands):



The Final Plat of
West Highlands
to City of Abilene, Dickinson County, Kansas
A parcel of land in the Southeast Quarter, Section 7, Township 13 South,
Range 2 East of the 6th Principal Meridian



EXHIBIT C
DEVELOPMENT PLAN
HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT
CONSULTING AGREEMENT

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

ARTICLE ONE: TERMS OF AGREEMENT

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

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

available— project-by-project basis.

1.2 Term. Unless extended by mutual agreement of the parties, this Agreement will be effective beginning on the Effective Date and will continue until all lots have been sold and all payment obligations set forth herein have been satisfied, unless this Agreement is otherwise terminated (“Termination Date”) by either party in accordance with this Agreement.

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

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

1.5 Default; Remedies.

1.5.1 Default. If either party fails to comply with any term of this Agreement within thirty (30) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement (“Event of Default”). Upon written notice from the other Party specifying such claimed breach, the defaulting party shall proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may terminate this Agreement, terminate the defaulting or breaching Party’s rights under this Agreement, and/or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to proceedings to

compel specific performance by the defaulting or breaching Party, withholding funds, or exercising any other right or remedy allowed by law. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies. For purposes of this Section, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Notwithstanding any other provision in this Agreement, it is the parties' intent that Abilene's compensation obligations listed in Section 2 of Exhibit B shall survive termination of this Agreement; provided, however, that Abilene's obligation to pay Heartland compensation following termination of this Agreement shall be limited to a pro-rata portion of the total amount distributed to Abilene pursuant to K.S.A. 12-5250 that is attributable to the Development, in accordance with the formula described in Section 2 of Exhibit B, from any funds received by Abilene that are attributable to homes for which commencement of construction occurred prior to termination of this Agreement. For the sake of clarification, the post-termination compensation obligations of Abilene shall not require Abilene to pay compensation under Section 2 of Exhibit B for amounts distributable to Abilene pursuant to K.S.A. 12-5250 that are attributable to homes for which commencement of construction occurred after termination of this Agreement.

1.5.2 Right to Cure Home Starts. In the event of a breach of the Minimum Home Starts requirement under Section 1.4, Heartland shall have 1 year (365 days) to cure such default by causing the commencement of construction of a sufficient number of new homes to ensure that the Minimum Home Starts are met. If such Minimum Home Starts continue to not be met after this right to cure period, and such Minimum Home Starts are not waived by the Abilene, in writing, then Abilene shall have the right to terminate this Agreement without further notice. During this cure period, all compensation due pursuant to Exhibit B shall be reduced proportionately (i.e. if only 3 of the 5 housing starts were met, 60% of compensation is due pursuant to Exhibit B during the right to cure period). Notwithstanding the foregoing, Heartland shall not be deemed to have failed to cure the Minimum Home Starts requirement during the one-year right-to-cure period, if such failure arises because of an Excusable Delay. For purposes of this section, an "Excusable Delay" means any delay beyond the reasonable control of Heartland that is caused by damage or destruction by fire or other casualty, strike, shortage of materials, unavailability of labor, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, or by any litigation interfering with or delaying the construction of all or any portion of the project, which in fact prevents Heartland from discharging its obligations. Heartland's right-to-cure period shall be extended by an amount of time equal to the duration of the circumstances causing the Excusable Delay, not to exceed an

additional 1 year. The parties acknowledge and agree that general housing market conditions shall not serve as the basis for an Excusable Delay.

ARTICLE TWO: INDEPENDENT CONTRACTOR

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

ARTICLE THREE: LIMITATION OF LIABILITY AND INDEMNIFICATION

3.1 Limitation of Liability.

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

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

3.2 Indemnification.

3.2.1 Indemnification by Heartland. Heartland agrees to defend, indemnify and hold harmless Abilene and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any intentional misconduct or fraud of Heartland and/or its officers, members, employees, or agents. Provided, however, the foregoing indemnification shall not extend to Losses to the extent such Losses arise out of the negligent acts or omissions or intentional misconduct of Abilene or any of its employees or agents, or any default or breach of this Agreement by Abilene.

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

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

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

ARTICLE FOUR: MISCELLANEOUS PROVISIONS

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

4.2 **Waiver and Amendment** A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by both parties or the party waiving such provision.

4.3 **Force Majeure.** Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

- 4.4 Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 4.5 Rights Cumulative** No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.
- 4.6 Applicable Law and Consent to Jurisdiction** This agreement shall be construed and enforced in accordance with the laws of the State of Kansas. All actions or proceedings arising directly, indirectly, or otherwise in connection with, out of, or related to this Agreement, shall be litigated only in Dickinson County, Kansas District Court.
- 4.7 Attorneys' Fees and Costs:** Each party to this Agreement shall bear all attorney's fees and costs arising from that party's own counsel in connection with this Agreement and the matters referred to herein, except as otherwise provided in this Agreement. In the event of a breach of this Agreement or any covenant or agreement herein, the prevailing party in litigation resulting from a breach shall be entitled to recovery of its costs and expenses, including reasonable attorney's fees, except as otherwise provided in the Agreement.
- 4.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas without regard to choice of law or conflict of law principles, and Kansas choice of law provisions will apply.
- 4.9 Mediation and Dispute Resolution:** Abilene and Heartland acknowledge that in the event of a dispute, both parties wish to avoid the expense of litigation, and that all claims, disputes and other matters in question between Abilene and Heartland arising out of or relating to this Agreement or the breach thereof, will be resolved in accordance with the provisions below. Disputes claimed by either party must be made by written notice promptly upon the recognition of the event giving rise to such claim. After written notice is provided, disputes will be resolved as follows:
- 5.9.1 Informal Meeting:** The parties first agree to each appoint a representative to meet informally in an attempt to resolve any dispute arising pursuant to this Agreement. If the representatives reach an agreement, then the dispute will be deemed to be resolved.
- 5.9.2 Formal Mediation:** If the parties cannot resolve the dispute by way of informal meeting, within fifteen (15) days of the informal meeting, each party agrees to submit their dispute to non-binding mediation in an attempt to resolve their dispute. Each party will pay one-half of the costs of the mediator. The mediator shall be selected by agreement between the parties. If no agreement can be reached, the names of two professional mediators shall be submitted by each party, and the name of one of the four shall be

selected by random selection, and the mediator so selected shall be used for the mediation process.

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

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

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

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

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

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

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

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

4.15 Severability; Reservation of Rights. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect. A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

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

[REST OF PAGE INTENTIONALL LEFT BLANK]

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

CITY OF ABILENE

By: _____
Dee Marshall, Mayor

HEARTLAND HOUSING PARTNERS, LLC

By: _____
Ross Vogel, Member

EXHIBIT A
DESCRIPTION OF DEVELOPMENT

EXHIBIT B

Section 1. RHID Compensation – Unit Sale Payments

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

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

Section 2. RHID Compensation – Revenue Stream Payments

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

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

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

Section 3. Direct Funds/Grant from Other Sources:

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

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

EXHIBIT D
DEVELOPMENT PLAN
HIGHLANDS RURAL HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Highlands RHID

Estimated Eligible Expense	\$6,698,958
Estimated RHID Increment	\$4,923,331

Current	Aggregate	Property Tax			Est.	Less	Less	Less	Annual
Assessed Value	2020/2021	on Base	Estimated	Property	Property	Taxes on	State	State levy for USD	Increment
(Excl. existing homes)	Mill Levy	Value	Value (per unit)	Class	Tax	Base	1.5 Mills	20 Mills	Tax
\$0.00	169.228	\$0.00	\$200,000.00	11.50%	\$3,892.24	\$0.00	\$34.50	\$460.00	\$3,398

Assumptions:
3 single family houses completed by December 2022 (appraised Jan 2023 for taxes collected in 2023/2024)
5 additional units completed each year, until final year
Final 2 units completed final year
Constant AV per unit
11.5% property class for assessed value
Constant mill levy based on 2020/21 levy
District created 1Q2022

Year	Tax Collection Years	Estimated Annual Total Increment	Estimated Cumulative Total Increment	Estimated Cumulative Total Units
1	2022/23	\$0	0	0
2	2023/24	\$10,193	\$10,193	3
3	2024/25	\$27,182	\$37,375	8
4	2025/26	\$44,171	\$81,546	13
5	2026/27	\$61,159	\$142,705	18
6	2027/28	\$78,148	\$220,853	23
7	2028/29	\$95,137	\$315,990	28
8	2029/30	\$112,126	\$428,116	33
9	2030/31	\$129,114	\$557,230	38
10	2031/32	\$146,103	\$703,333	43
11	2032/33	\$163,092	\$866,425	48
12	2033/34	\$180,080	\$1,046,505	53
13	2034/35	\$197,069	\$1,243,574	58
14	2035/36	\$214,058	\$1,457,632	63
15	2036/37	\$231,047	\$1,688,679	68
16	2037/38	\$248,035	\$1,936,714	73
17	2038/39	\$265,024	\$2,201,738	78
18	2039/40	\$282,013	\$2,483,751	83
19	2040/41	\$299,001	\$2,782,752	88
20	2041/42	\$315,990	\$3,098,743	93
21	2042/43	\$332,979	\$3,431,721	98
22	2043/44	\$349,968	\$3,781,689	103
23	2044/45	\$366,956	\$4,148,645	108
24	2045/46	\$383,945	\$4,532,590	113
25	2046/47	\$390,741	\$4,923,331	115



City of Abilene
Item for City Commission Agenda

Meeting Date: 2/7/22

Originating Department

Community Development

Prepared By:

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Heritage Commission grant program proposal

BACKGROUND:

Duane Schrag, Chair of the Abilene Heritage Commission, presented to the City Commission on July 19, 2021 a grant project proposal for a program that would be funded by the city and administered by the Heritage Commission. City Commissioners requested that the Heritage Commission put together a plan and strategy of how this program would work. Applications would be received by the Heritage Commission and discussed, then their recommendation would be forwarded to the City Commission for final approval. Over the past six months, the Heritage Commission has brainstormed ideas for guidelines, etc., and would like to now hold a series of public meetings for input.

Attached is the latest draft from Chair Schrag. He is in attendance today to speak on behalf of the Heritage Commission.

FISCAL NOTE:

Possible line item for grant funds in the annual budget.

COMMISSION ACTION:

Guidance from Commissioners regarding thoughts on the program and moving forward with public meetings.

Heritage Preservation Grant Program – Draft, Jan. 20, 2022

Abilene is a remarkable city. It was one of countless settlements that sprang up in the Great Plains in the latter half of the 19th century as Europeans spread westward, but one of the relatively few that survived.

Census data for the past 140 years suggest the explosive growth that accompanied the emerging city produced a stable, vibrant community that is recognized as one of the most attractive places to live in the country.

Over the past 10 years the community has invested 10s of millions of dollars in essential infrastructure – hospitals, schools, streets, recreation. These provide services every community must have. But the elements of Abilene that are unique and irreplaceable -- the reminders of its citizens who played a role in world-changing events, the charming collection of lovely older homes on tree-lined streets, the brick-and-mortar downtown that sprang up in the city's core, the tangible elements that give Abilene its essential charm – have largely been left to fend for themselves.

Not entirely. Thanks to the leadership of several individuals and the city commission, Abilene established the Heritage Commission. City code spells out our mission. We are to “identify buildings, structures, sites, neighborhoods and areas that may have historical, cultural or architectural importance or value to the community.” We are also to “prepare and adopt a heritage conservation plan containing goals, objectives and policies to guide decision-makers in preserving the community's historic resources.”

To help fulfill its mission, the Heritage Commission is proposing that the city establish a program that provides annual grants to help preserve Abilene's historic resources. In July 2021 the Heritage Commission provided city commissioners with a brief outline of its vision for the program, which borrows a number of features from one currently used by Douglas County Natural and Cultural Heritage Taskforce. What follows is a more detailed description of the program the Heritage Commission would like to see.

The program would be funded annually by the city. Initially, \$50,000 would be made available annually. If the program is successful, we suggest the city increase funding appropriately.

The money would be awarded as matching grants – the owner would be required to assume half the project cost. The grant would be awarded only upon successful completion of the project.

Perhaps the most essential – and challenging – element of the program will be establishing a process for selecting projects. The Heritage Commission sees the program as a last resort for saving historically important structures within the Abilene city limits that are in danger of being lost to disrepair. Applicants would be expected to provide information in support of the “historically important” designation.

Before drafting selection guidelines, the commission would like to host three public meetings to get input from city residents as to their views on criteria for prioritizing projects.

Project selections would be presented as a recommendation to the city commission, which would make the final decision.

Assuming there are qualified applications, annual awards would be tiered so as to allow for one large project (up to 30% of the annual appropriation), two moderately large projects (up to 15% each), and the remainder going to smaller projects.

NOTE: Does the Heritage Commission want to set aside a portion of the money for emergency grants? If so, how would that be structured?



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/07/2022
02/14/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administrative/CVB/Parks

Ron Marsh

AGENDA ITEM HEADING:

Christmas Decorations Purchase

BACKGROUND:

Given the success of the downtown Christmas event, one of the concerns has been the condition of the lights and banners the city puts up to celebrate the holidays.

We have put together a committee to look at ideas and solutions for improving the look of the Christmas decorations. The members are:

Julie Roller-Weeks CVB
Joy Maas – Parks
Joe Hawk – Public Works
Marcus Rothchild – Money
Ron Marsh

The committee has met a couple of times to look at what we currently have, the possibility of refurbishing what we have, and what we would like to see in the way of decorations. An emphasis was placed on congruency with the decorations at Little Ike Park and carrying that look throughout downtown. Joy did an amazing job contacting vendors, getting quotes, and coming up with map of where various decorations could go. The group looked at new lights, both colored and all white, as well as new banners. Four quotes are attached, three for lights, one for banners. The first two are for colored lights; the decorations are identical, but different vendors. The third is for solid white lights. The banner quote is broken down by quality and durability.

The snowman display is a suggested replacement for the old display in front of the library.

As you can see, this will not be inexpensive. We looked at what refurbishing the existing decorations would look like and cost. Depending on what needed done, refurbishing would be approximately 50% of new cost, with no warranty. The committee feels strongly that new decorations would be the best investment and after an initial purchase this year, we would begin to set aside a pro-rated amount each year into an equipment reserve type fund in order to replace and/or repair in a more budget friendly manner.

The committee supports the second quote from Seasonal Light Designs in the amount of \$41,926.80, and the more durable banner quote in the amount of \$10,525.00.

FISCAL NOTE:

This purchase would be made from the Equipment Reserve Fund. The Equipment Reserve Fund ended 2021 with a balance of \$443,172 which was \$90,000 higher than expected thanks to grants, sale of used equipment, and insurance proceeds received in 2021. Christmas lights will be added to our asset inventory to help create a funding mechanism for future repair and replacement needs.

COMMISSION ACTION:



4870 Sadler Rd. Suite 300 Glen Allen VA 23060

Phone: 804-380-2705

Fax: 919-954-0203

Price Quote

Contract / Price Quote

Bill to: City of Abilene Parks and Rec
Attn: Joy Maas
PO Box 519
Abilene KS 67610

Date: 1/26/22
F.O.B.: Bill Customer
Shipping Date: ASAP
Via: Best Available

Ship To: 785-200-0534

Sales Tax Exemption # _____

Quantity	Size	Description	Price	Unit	Amount
12	4.5'	P-331 Pole Mounted Wreath with WW LED lights	\$516.57		\$6,198.84
		4-Loop Velvet Bow			
6	6'	P-700 Presidential Snowflake CW LED	\$572.85		\$3,437.10
6	6'	PWW-529 Winterfest Snowflake CW LED	\$574.19		\$3,445.14
6	4x6'	P-119S Silhouette Fantasy Tree LED	\$462.30		\$2,773.80
6	5x6'	PMCT-76 Bells with Bow LED	\$554.09		\$3,324.54
6	8'	P-626 Leaping Buck WW LED	\$512.55		\$3,075.30
6	8'	PSD-600 Standing Deer Pole Mount WW LED	\$568.83		\$3,412.98
1	8'	PSA-Heavenly Angel WW LED	\$605.68		\$605.68
4	7'	PMCT-77 Holly Candle LED	\$639.18		\$2,556.72
3	7'	PMCT-72 Triple Poinsettia LED	\$883.22		\$2,649.66
5	8'	PMCT-48 Candy Cane LED	\$665.31		\$3,326.55
5	6'	PWW-534 Spiral Snowflake CW LED	\$624.44		\$3,122.20
3	7'	PWW-512 Hat Tipping Snowman	\$856.26		\$2,568.78
3	7'	P-395 Nativity Star WW LED	\$487.76		\$1,463.28
6	5'	PMCT-130 Holly Cluster LED	\$533.99		\$1,601.97
4	7'	PMCT-133 Golden Star WW LED	\$556.77		\$2,227.08
3	6'	PMCT-70 Holly Cluster LED	\$652.10		\$1,956.30
4	8'	PMCT-109 Lollipop LED	\$664.48		\$2,657.92
2	8'	PMCT-82 Saluting Soldier LED	\$701.62		\$1,403.24
1	6.5'	PMCT-74 Holly n Canes LED	\$841.52		\$841.52
1	5'	BF-313 Building Front Wreath TTBC Garland	\$629.80		\$629.80
		C7 WW LED lights			
		4-Loop Red Velvet Structural Bow			
		Red, Green, Gold, Silver Ornaments Attached			
		Half 4" and half 6" shatterproof balls			
1	24"	4-Loop Holiday Red Velvet Bow (no trim)	\$74		\$74
35	12"	4-Loop Holiday Red Velvet Bow (no trim)	\$24		\$840

Freight will be billed upon delivery

Total Merchandise \$ 54,192.40
Applicable Sales Tax \$ n/a
Installation \$ n/a
Balance Due \$ 54,192.40

Shipping Estimate - 2500.00
\$ 56,692.40

Seasonal Light Designs

1/27/2022			Representing Carpenter Decorating			Ron Boland		
BANNERS - NO BID						COST		
IF ORDERED						COST		
BY						AFTER		
2/11/22						2/12/22		
ITEM NO.	DISPLAY DESCRIPTION	SIZE	COST	TOTAL	QUANTITY	COST	TOTAL	
P-700	PRESIDENTAL SNOWFLAKE	6'	\$421.40	\$2,528.40	6	\$460.04	\$2,760.24	
PWW-529	WINTERFEST SNOWFLAKE	6'	\$410.20	\$2,461.20	6	\$447.72	\$2,686.32	
P-644	SILHOUETTE SNOWFLAKE	6'	\$323.40	\$1,617.00	5	\$352.24	\$1,761.20	
P-119S	SILHOUETTE FANTASY TREE	5X8'	\$323.40	\$1,940.40	6	\$352.24	\$2,113.44	
P-331	WREATH W/ TWO BOWS	4.5'	\$344.12	\$4,129.44	12	\$375.03	\$4,500.36	
P-395	NATIVITY STAR	4.5X8'	\$362.60	\$1,087.80	3	\$395.36	\$1,186.08	
P-626	LEAPING BUCK	5X8'	\$359.80	\$2,158.80	6	\$392.28	\$2,353.68	
PSD-624	STANDING DEER	4X8'	\$415.00	\$2,490.00	6	\$453.88	\$2,723.28	
PMCT-48	CANDY CANE	4.5X8'	\$488.60	\$2,443.00	5	\$533.96	\$2,669.80	
PMCT - 72	TRIPLE POINSETTIA	5X7.5'	\$642.60	\$1,927.80	3	\$703.36	\$2,110.08	
PMCT-74	HOLLY N CANES	5X6.5'	\$539.00	\$539.00	1	\$589.40	\$589.40	
PMCT-76	BELLS W/BOW	5X6.5'	\$441.60	\$2,649.60	6	\$481.60	\$2,889.60	
PMCT-77	HOLLY CANDLE	5X7'	\$466.20	\$1,864.80	4	\$509.32	\$2,037.28	
PMCT-82	SALUTING SOLDIER	3X8'	\$483.76	\$1,451.28	3	\$528.63	\$1,585.89	
PMCT-109	LOLLIPOP	4X8'	\$462.42	\$1,849.68	4	\$505.16	\$2,020.64	
PMCT-130	HOLLY CLUSTER	4X5'	\$393.40	\$1,180.20	3	\$429.24	\$1,287.72	
PSA-600	HEAVENLY ANGEL	5.5X8'	\$441.00	\$441.00	1	\$481.60	\$481.60	
PSA-600	SNOWFLAKE CASCADE	4.5X8'	\$581.00	\$2,324.00	4	\$635.60	\$2,542.40	
PWW-512	HAT TIPPING SNOWMAN	4.5X7'	\$630.36	\$1,891.08	3	\$689.90	\$2,069.70	
	VELVET RED BOW	24"	\$127.40	\$127.40	1	\$136.64	\$136.64	
	VELVET RED BOW	12"	\$18.90	\$661.50	35	\$18.90	\$661.50	
BF -313	DOUBLE WREATH FRAME	5'	\$473.48	\$473.48	1	\$517.33	\$517.33	
	TOTAL			\$38,236.86	124		\$41,684.18	
			ESTIMATED SHIPPING				\$2,750.00	
			Lighted Garland from other Companies Total				\$1,220.00	
TOTAL OF LIGHT DISPLAYS IF USING SEASONAL LIGHT DESIGN COMPANY				\$41,926.80	\$45,327.57			

WE WOULD LIKE 50 % DOWN PAYMENT - BUT I DON'T WANT THAT TO BE A DEAL BREAKER		

SAVINGS OF \$3,447.32
ORDERING BY 2-10-22

WE ALSO OFFER A 5% CASH WITH
ORDER DISCOUNT
\$2,096.34 OR \$2,266.38

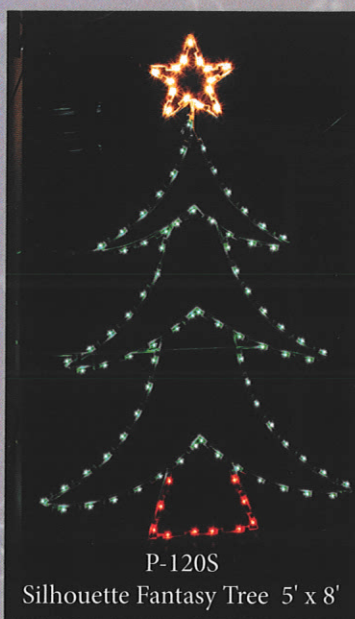
ESTIMATED SHIPPING, DEPENDING
ON FUEL COST, LOWER OR HIGHER
NO DISCOUNT ON SHIPPING

I REALIZE YOU CAN NOT CUT A
CHECK IMMEDIATELY BUT ASAP

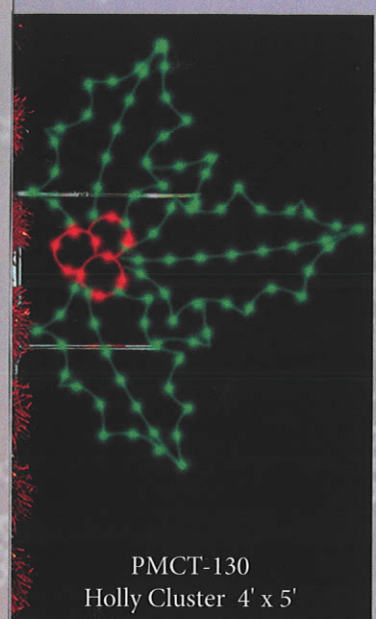
STREET DÉCOR				
PWMPL1212C9L	Branched Mt. Pine Pole Wrap, lighted C9, 6" O/C, 24 Warm-White lamps	10	\$122.00	\$1,220.00



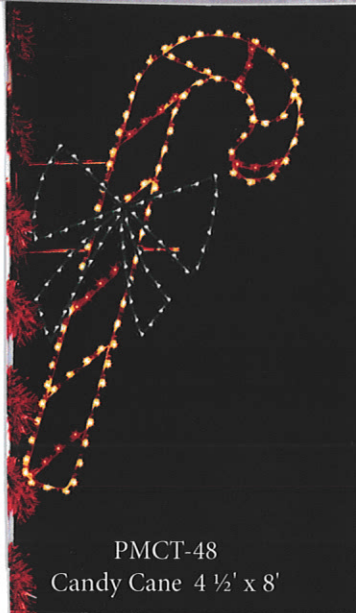
PMCT-77
Holly Candle 5' x 7'



P-120S
Silhouette Fantasy Tree 5' x 8'



PMCT-130
Holly Cluster 4' x 5'



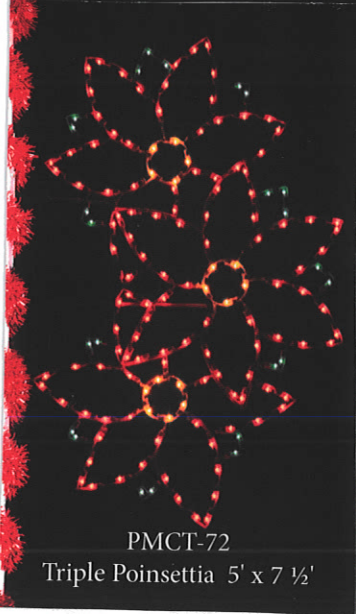
PMCT-48
Candy Cane 4 1/2' x 8'



PMCT-74
Holly n' Canes 5' x 6 1/2'



PMCT-76
Bells w/ Bow 5' x 6'



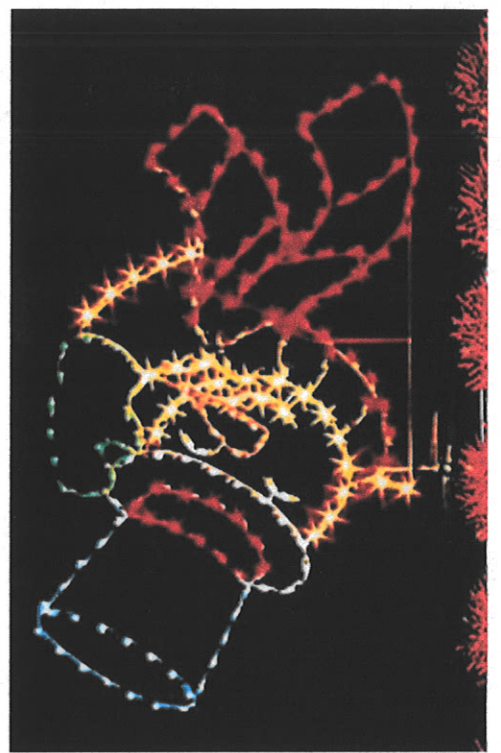
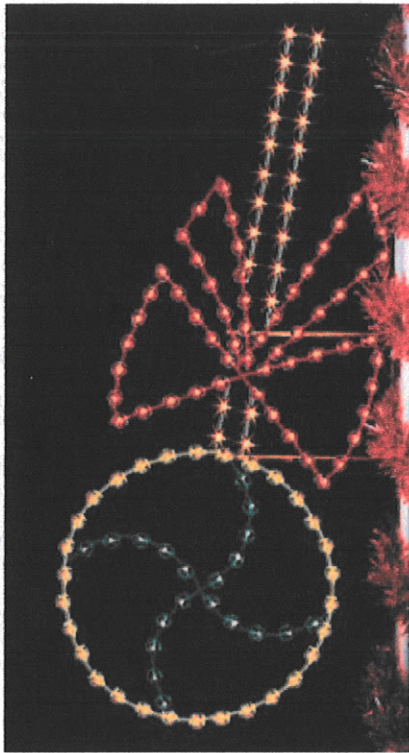
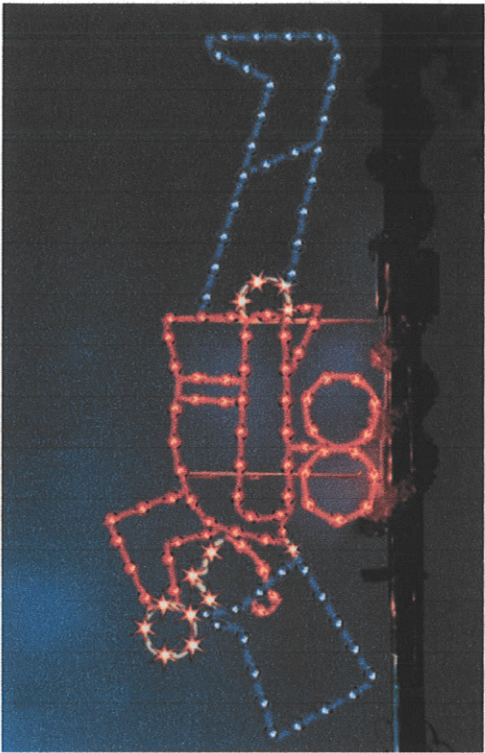
PMCT-72
Triple Poinsettia 5' x 7 1/2'



P-626
Leaping Buck 5' x 8'



PSD-624
Standing Deer 4' x 8'



P-331-LED Pole Mount Wreath 4.5' \$516.57



Carpenter

Street Decor, Inc.

10580 N. McCARRAN BLVD. #115 • PO BOX 388
RENO, NV 89503

Quotation

#124

City of Abilene
Joy Maas
PO Box 519
Abilene, KS 67410

January 26, 2022

Pricing below is good until March 31, 2022

Part Number	Size	Quantity	Description	Unit Price	Extension
PMSEWF72LS	6'	7	Winterfest Forked Snowflake	\$553.00	\$3,871.00
PMSEFWD72LS	6'	7	Winterfest Diamond Snowflake	\$553.00	\$3,871.00
PMSEFD72LS	6'	7	Deluxe Forked Snowflake	\$553.00	\$3,871.00
PMCTR06LS	6'	8	Christmas Tree w/Bow	\$408.00	\$3,264.00
PMPOIN05LS	5'	8	Holiday Poinsettia	\$423.00	\$3,384.00
PMCS07LS	7'	8	Christmas Stocking	\$342.00	\$2,736.00
PMCANX06LS	8'	8	Christmas Candle	\$299.00	\$2,392.00
PMCANX08LS	8'	1	Christmas Angel	\$664.00	\$664.00
PMCCD06LS	6'	8	Classic Candy Cane	\$286.00	\$2,288.00
PMSTAR07LS	7'	4	Shooting Star	\$380.00	\$1,520.00
PWMPL1212C9L	12"X12'	10	Branched Mt. Pine Pole Wrap, lighted C9, 6" O/C, 24 Warm-White lamps	\$122.00	\$1,220.00
WMBWLW48L24G	48"	1	48" Wall Mount Wreath w/24" Red Bow w/gold trim	\$368.00	\$368.00
PMBWD50L18G	50"	12	50" Deluxe Bow Wreath, 18" Red Bow/Gold Trim	\$465.00	\$5,580.00
					\$35,029.00
			Shipping for lighted decorations		\$1,200.00
			Total with Shipping		\$36,229.00

9

Additional Items from other companies for different styles & 35 Bows

TOTAL

\$42,473.81

9 Items from Mosca to make up variety

PMCT-76	5x6'	2	Bells with Bows	\$554.09	\$1,108.18
P626	5x8'	2	Leaping Buck	\$512.55	\$1,025.10
PSD-624	4x8'	2	Standing Deer	\$568.83	\$1,137.66
PWW-512	4.5x7	1	Hat Tipping Snowman	\$856.26	\$856.26
PMCT-82	3x8'	1	Saluting Soldier	\$701.62	\$701.62
PMCT-130	4x5'	1	Holly Cluster	\$533.99	\$533.99

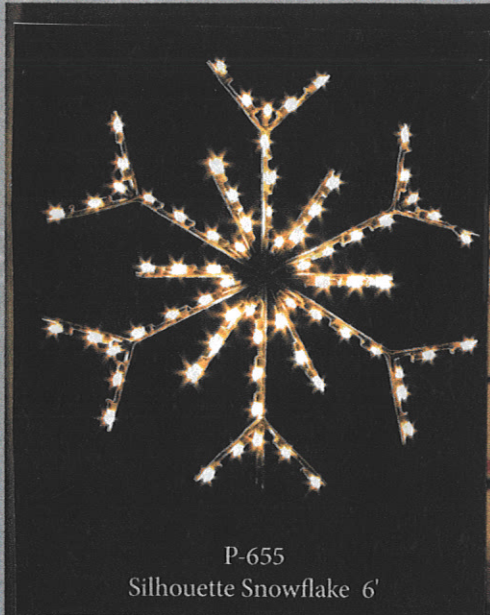
\$5,362.81

Christmas Designers Bows for poles

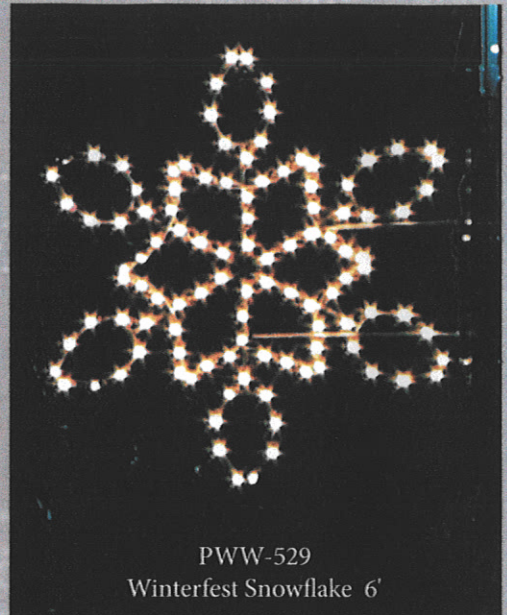
	35	12" Velvet Bows	\$25.20	\$882.00
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PSA-600
Heavenly Angel 5' x 8'



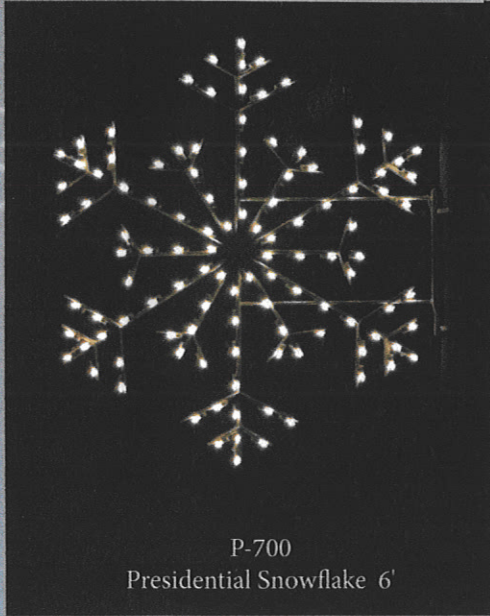
P-655
Silhouette Snowflake 6'



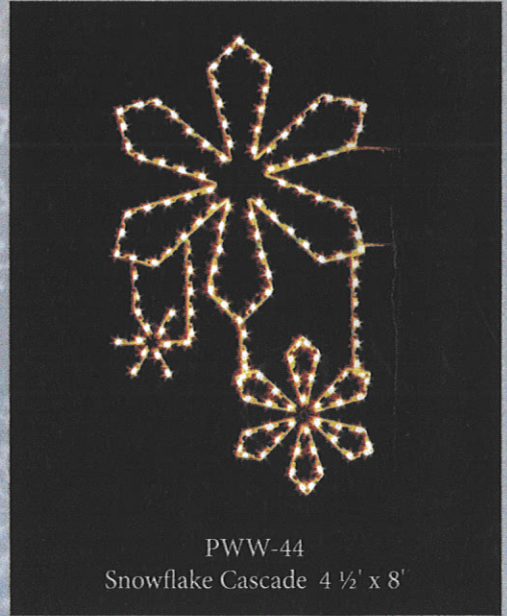
PWW-529
Winterfest Snowflake 6'



P-395
Nativity Star 4 1/2' x 8'



P-700
Presidential Snowflake 6'



PWW-44
Snowflake Cascade 4 1/2' x 8'

blnd-2021
(ss) snow family
8.5 x 8.5
silhouette
ground mount



ITEM NO.	DISPLAY DESCRIPTION	IF ORDERED BY	ORDERED
	SUBMITTED BY	2/11/2022	AFTER
	SEASONAL LIGHT DESIGNS		2/12/2022
	REPRESENTING CARPENTER		
	DECORATING		
	SNOWMAN FAMILY	\$ 2,300.00	\$ 2,500.00

Street Decor, Inc.

6357 Moonridge Terrace
Reno, NV 89523

P 888-891-7680 F 775-746-2647

QUOTATION

#128

City of Abilene
Joy Maas
PO Box 519
Abilene, KS 67410

DATE: January 27, 2022
SHIP BY:
MUST HAVE BY:

Part Number	Quantity	Description	Full Price	Your Price	Extension
Pricing is sale pricing good until March 31, 2022					
120	18x45	Digital print on vinyl with Ultra Violet Clear Coat	\$65.00	\$58.00	\$6,960.00
10	18x36	Digital print on vinyl with Ultra Violet Clear Coat	\$60.00	\$55.00	\$550.00
					\$7,510.00
		Shipping			\$175.00
					\$7,685.00
120	18x45	Digital print on Mainstreet with Ultra Violet Clear Coat (acrylic coated polyester)	\$90.00	\$80.00	\$9,600.00
10	18x36	Digital print on Mainstreet with Ultra Violet Clear Coat (acrylic coated polyester)	\$85.00	\$75.00	\$750.00
					\$10,350.00
		Shipping			\$175.00
		Warranty 3 years			\$10,525.00



TAKE NOTHING FOR GRANTED, PLEASE CHECK PROOF CAREFULLY.
Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available upon request. We are not responsible for any errors after approval.

Street Decor, Inc.
888-891-7680

Abilene, KS

EDIT # 3 DATE: 1-27-22
SIZE: 17.5" x 48"
FABRIC: MAINSTREET/VINYL TBD
INKS: DIGITAL



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date: 2/14/22

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Marcus Rothchild

AGENDA ITEM HEADING:

2022 Water & Sewer Utility Rate

BACKGROUND:

In December of 2017, the City began discussions with Ranson Financial Group to review the City's water and sewer utility rates. After this review, it was evident that the current rates were not keeping up with the rising cost of production and operations for our public utilities. In 2019, the commission approved a three-year rate adjustment plan that would help water and sewer rates breakeven with expenses. Fortunately, with the help of some federal grants and hard work from all our utility operators and managers to keep costs down, we were able to shorten this adjustment to two years. Now we'll implement an annual 3.25% increase to keep up with the increasing costs of materials and labor for utilities.

Sewer Rates	Inside City Limits		Outside City Limits	
	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>
Monthly Minimum	\$14.82	\$15.30	\$22.22	\$22.94
Sewer Rate	\$.618	\$.638	\$.926	\$.956 (Sewer rate per 100 gallons of winter water use)

Water rates	Residential Inside City Limits		Residential Outside City Limits		Commercial Inside City Limits		Commercial Outside City Limits	
	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>	<u>2022</u>
Monthly Minimum	\$18.18	\$18.77	\$36.36	\$37.54	\$18.18	\$18.77	\$36.36	\$37.54
Water Rate	\$.429	\$.443	\$.860	\$.888	\$.429	\$.443	\$.860	\$.888
					(Tier 2) \$.363	\$.375	\$.726	\$.750

FISCAL NOTE:

The average residential water bill (5,000 gallons) will see an increase of \$1.29 per month.

The average residential sewer bill (5,000 gallons) will see an increase of \$1.49 per month.

COMMISSION ACTION:

Consider adoption of new rates with ordinance amending City code.

Average Water Customer							
Inside City Limits	2018 Bill	2019 Bill	2020 Bill	2021 Bill	2022 Bill	2023 Bill	2024 Bill
Usage (Gallons)	5000	5000	5000	5000	5000	5000	5000
Price (Per 100 Gallons)	0.325	0.346	0.381	0.429	0.443	0.457	0.472
Monthly Minimum	\$ 13.75	\$ 14.62	\$ 16.12	\$ 18.18	\$ 18.77	\$ 19.38	\$ 20.01
Monthly Water Bill	\$ 30.00	\$ 31.92	\$ 35.17	\$ 39.63	\$ 40.92	\$ 42.23	\$ 43.61
Monthly Increase		\$ 1.92	\$ 3.25	\$ 4.46	\$ 1.29	\$ 1.31	\$ 1.38
Average Sewer Customer							
Inside City Limits	2018 Bill	2019 Bill	2020 Bill	2021 Bill	2022 Bill	2023 Bill	2024 Bill
Usage (Gallons)	5000	5000	5000	5000	5000	5000	5000
Price (Per 100 Gallons)	0.475	0.475	0.542	0.618	0.638	0.659	0.68
Monthly Minimum	\$ 11.40	\$ 11.40	\$ 13.00	\$ 14.82	\$ 15.30	\$ 15.80	\$ 16.31
Monthly Sewer Bill	\$ 35.15	\$ 35.15	\$ 40.10	\$ 45.72	\$ 47.20	\$ 48.74	\$ 50.31
Monthly Increase		\$ -	\$ 4.95	\$ 5.62	\$ 1.48	\$ 1.54	\$ 1.57
Average Combined Utility Increase History							
Average Combined Utility Increase History	2018	2019	2020	2021	2022	2023	2024
Water Monthly Increase	0	1.92	\$ 3.25	\$ 4.46	\$ 1.29	\$ 1.31	\$ 1.38
Sewer Monthly Increase	0	0	\$ 4.95	\$ 5.62	\$ 1.48	\$ 1.54	\$ 1.57
Average Monthly Utility Increase	\$ -	\$ 1.92	\$ 8.20	\$ 10.08	\$ 2.77	\$ 2.85	\$ 2.95

ORDINANCE NO. 22-3412

AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-505, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATER RATES WITHIN THE CITY OF ABILENE, KANSAS; AND REPEALING EXISTING SECTIONS 7-505, 7-901, AND 7-902.

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

SECTION ONE. Section 7-505 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-505. Sewer rates

The sewer rates for all residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of fifteen dollars and thirty cents (\$15.30), plus an additional monthly charge of sixty-three and eight-tenths cents (\$0.638) for each 100 gallons of winter water use. The sewer rates for all extraterritorial residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of twenty-two dollars and ninety-four cents (\$22.94), plus an additional monthly charge of ninety-five and six-tenths cents (\$0.956) for each 100 gallons of winter water use.

SECTION TWO. Section 7-901 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-901. Residential rates.

The monthly water rates for residential users shall be as follows:

(a) Monthly Usage Minimum Service Charge.

- (1) Water usage as shown on the January, February and March billing is averaged to determine a water use average for both residential accounts. Usage that falls within this average will be billed at the Base Tier rate as established by ordinance.
- (2) Any usage that exceeds the water use average by 20% (hereinafter "Base Tier Allotment") will be billed at the Conservation Tier rate as established by ordinance for residential accounts. Any customer without an established water use average will be allotted fifty gallons per person per day until a new water use average is established. The water use average shall be recalculated annually after the March billing date.
- (3) All residential usage that exceeds the Base Tier Allotment during times of official "Water Emergency" periods, as defined by Chapter 7, Article 10 will be

billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

(b) Water Rates for Residential Customers. The water rates for residential consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Residential Inside City:
 - Monthly Minimum Charge: \$18.77
 - Base Tier: \$0.443 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended
- (2) Residential Outside City:
 - Monthly Minimum Charge: \$37.54
 - Base Tier: \$0.888 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended

SECTION THREE. Section 7-902 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-902. Commercial rates.

The monthly water rates for commercial users shall be as follows:

(a) Water Rates for Commercial Customers. The water rates for business consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Commercial Inside City:
 - Monthly Minimum Charge: \$18.77
 - 0-225,000 gallons: \$0.443 per 100 gallons
 - 225,001 or higher: \$0.375 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended
- (2) Commercial Outside City:
 - Monthly Minimum Charge: \$37.54
 - 0-225,000 gallons: \$0.888 per 100 gallons
 - 225,001 or higher: \$0.750 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended

- (3) During times of official “Water Emergency” periods, as defined by Chapter 7, Article 10 commercial usage will be billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

SECTION FOUR. Existing Sections 7-505, 7-901, and 7-902 are hereby repealed.

SECTION FIVE. This ordinance shall be in full force and effect on March 1, 2022, after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 22-3412 Summary

On February 14, 2022, the City Commission passed Ordinance No. 22-3412. The ordinance amends Chapter 7, Sections 7-505, 7-901, and 7-902 of the City Code of the City of Abilene, Kansas pertaining to sewer and water rates within the City of Abilene, Kansas. The ordinance shall be in full force and effect on March 1, 2022, after the publication of this summary once in the official city newspaper. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City’s legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 14th day of February, 2022.

Dee Marshall, Mayor

Attest:

Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 14th day of February, 2022.

Aaron O. Martin, City Attorney



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

02/14/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration-Parks & Recreation

Marcus Rothchild

AGENDA ITEM HEADING:

National Fitness Campaign/Fitness Court Non-Binding Grant Application

BACKGROUND:

Dickinson County Economic Development Corporation and City staff have held meetings with Jack Linehan who is the Partnerships Manager for the National Fitness Campaign (NFC). The NFC mission is to build a free outdoor fitness court within a 10-minute bike ride of every American. To help realize this dream, the NFC has partnered with BlueCross BlueShield of Kansas to provide \$500,000 in grant funding for qualified site partners in 2022 which would be broken down into ten \$50,000 grants. City staff has discussed locations at either Eisenhower Park or the Bicentennial Park that could accommodate a project of this size. The next step would be for the City Commission to consider giving staff approval to complete the non-binding grant application for the project. The total project cost is estimated around \$165,000-\$185,000. If selected for the grant the total funding requirement would be around \$115,000-\$135,000. To help with this cost, the City would also reach out to other community partners, businesses, organizations, and other sponsors for additional financial support of the project.

Attached in the packet is the 2022 Blue Cross and Blue Shield Kansas Statewide Campaign Briefing

Follow this link for a 2-minute Campaign Video as well:

<https://nationalfitnesscampaign.com/watch>

FISCAL NOTE:

Total Project Cost Estimate: \$165,000-\$185,000
NFC/BCBSKS Grant Funding: \$50,000

Total Funding Requirement after grant: \$115,000-\$135,000

COMMISSION ACTION:

Consider directing staff to complete non-binding grant application for funding to support a fitness court.



NATIONAL FITNESS CAMPAIGN

2022 Blue Cross and Blue Shield Kansas Statewide Campaign Briefing



BlueCross BlueShield
Kansas



NATIONAL FITNESS CAMPAIGN
BROUGHT TO YOU BY



WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to build healthy communities.



CAMPAIGN STORY

1979
FITNESS COURT®
INVENTED

1980-2000
CAMPAIGN
EXPANDS

2012
NEW CAMPAIGN &
WORLD CLASS TEAM

2018 - PRESENT
**WELCOMING OUR
500TH HEALTHY
COMMUNITY**

2030
NFC REACHES 10,000
COMMUNITIES

1979

1980

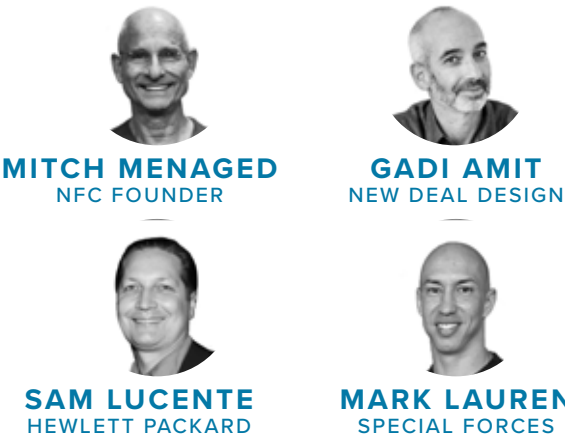
2012

2018

2030



DESIGN TEAM



CAMPAIGN MISSION



OUR MISSION

BUILD A FREE OUTDOOR FITNESS COURT®
WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN



LET'S BRING PEOPLE OUTDOORS AND MAKE WORLD CLASS FITNESS FREE!

2022 CAMPAIGN OVERVIEW



Kansas

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

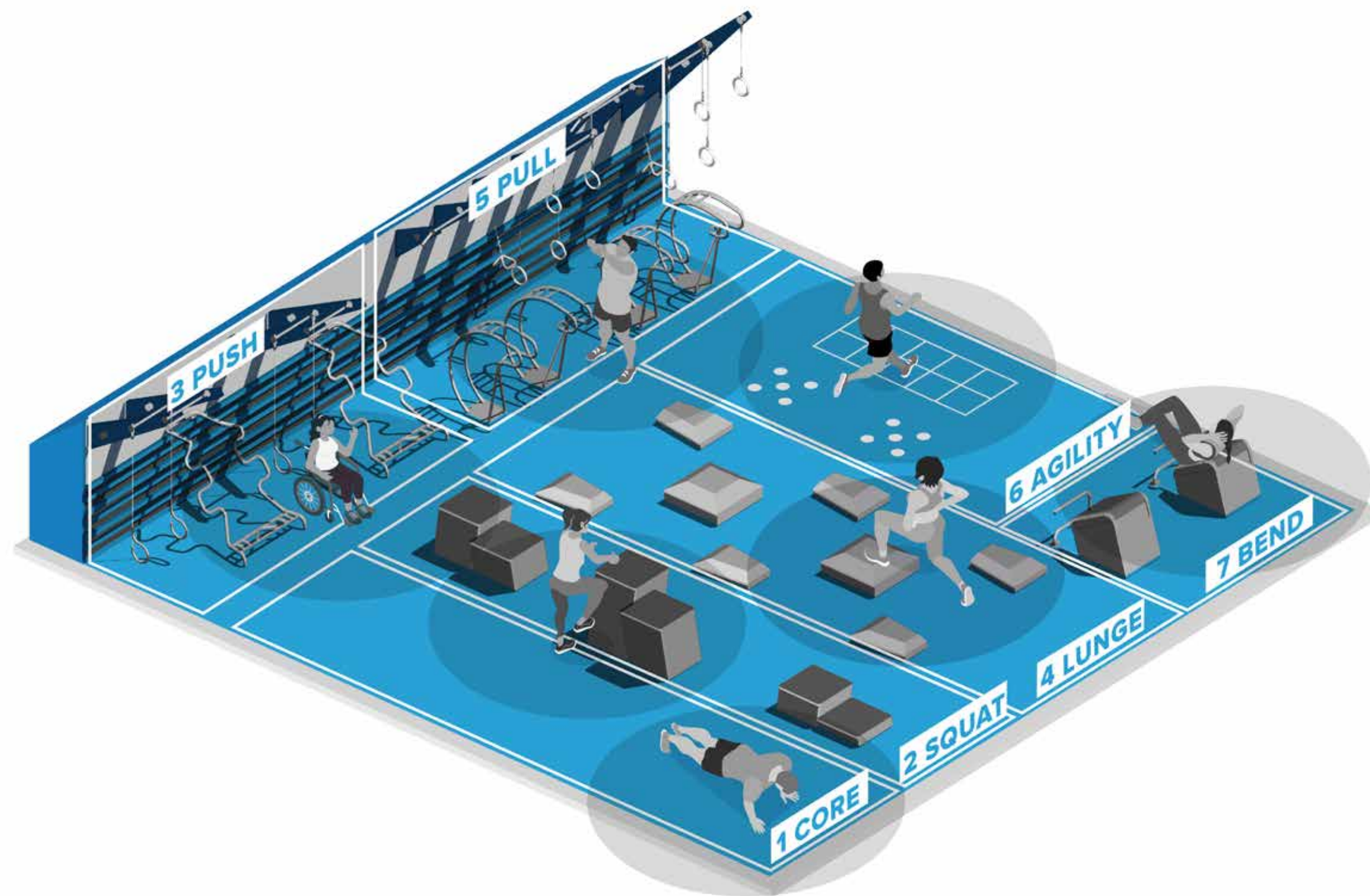




FITNESS COURT®

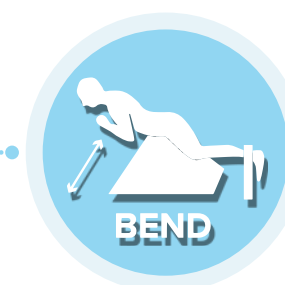
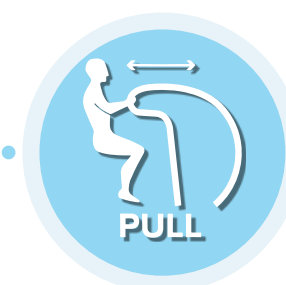
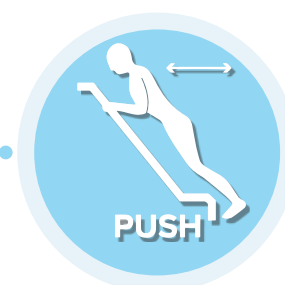
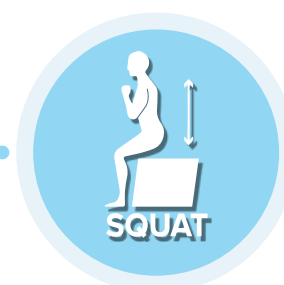


FITNESS COURT®
WORLDS BEST OUTDOOR GYM



FUNCTIONAL TRAINING SYSTEM
THOUSANDS OF EXERCISES

7 MINUTE FULL BODY WORKOUTS





ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI



FITNESS COURT® APP
CAMPAIGN SERVICES



LAUNCH



DATA & IMPACT



MEDIA & PRESS



AMBASSADOR
TRAINING



FREE WORKOUTS &
GROUP CLASSES

A wellness culture to engage people in healthy communities!

Each Fitness Court® is a one-of-a-kind work of art.



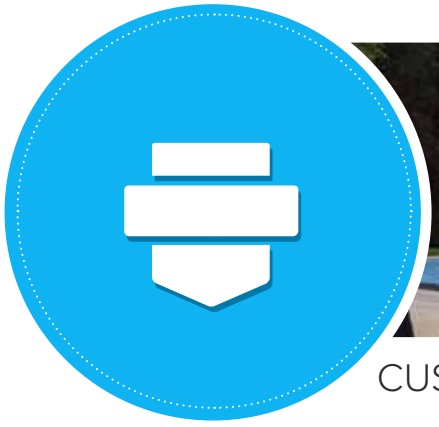
WEST ALLIS, WI
FITNESS COURT® PUBLIC ART



FEATURED ARTIST : 2021 - KEITH HARING



LOCAL ARTIST



CUSTOM COMMUNITY DESIGNS

2022 CAMPAIGN OVERVIEW



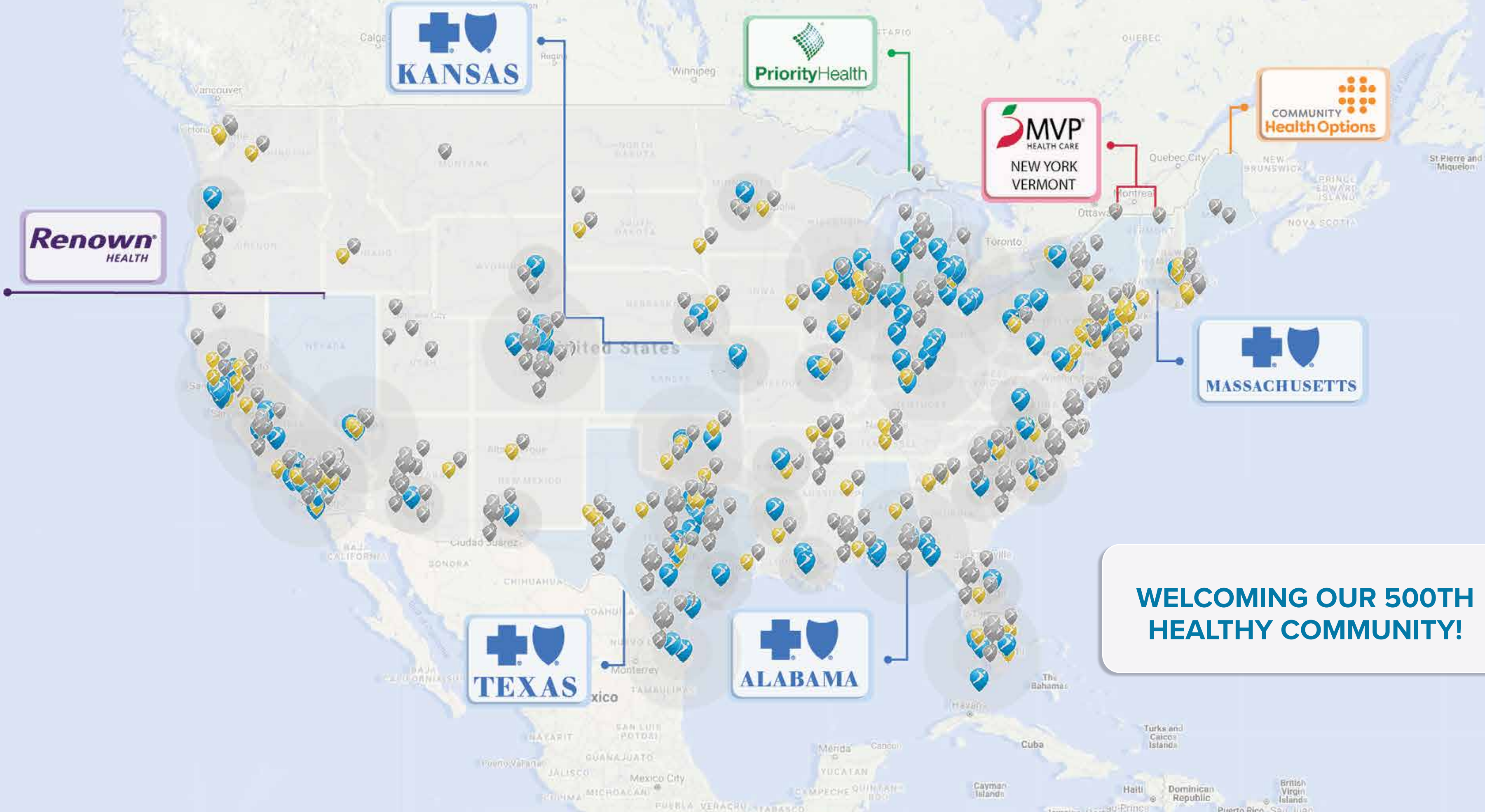
Kansas

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM





CAMPAIGN NETWORK



**WELCOMING OUR 500TH
HEALTHY COMMUNITY!**

CAMPUSES ACROSS AMERICA

AMERICA'S TOP UNIVERSITIES



STANFORD



FLORIDA
STATE



CU
BOULDER



BAYLOR



WEST
VIRGINIA



NEBRASKA



CAMPAIGN FEATURED PARTNERS



PriorityHealth
MICHIGAN CAMPAIGN SPONSOR

“
An innovative
partnership to support
wellness in Michigan.
”

PRAVEEN THADANI
PRESIDENT, PRIORITY HEALTH

2022 KANSAS STATEWIDE CAMPAIGN



PRESENTED BY BLUE CROSS AND BLUE SHIELD OF KANSAS

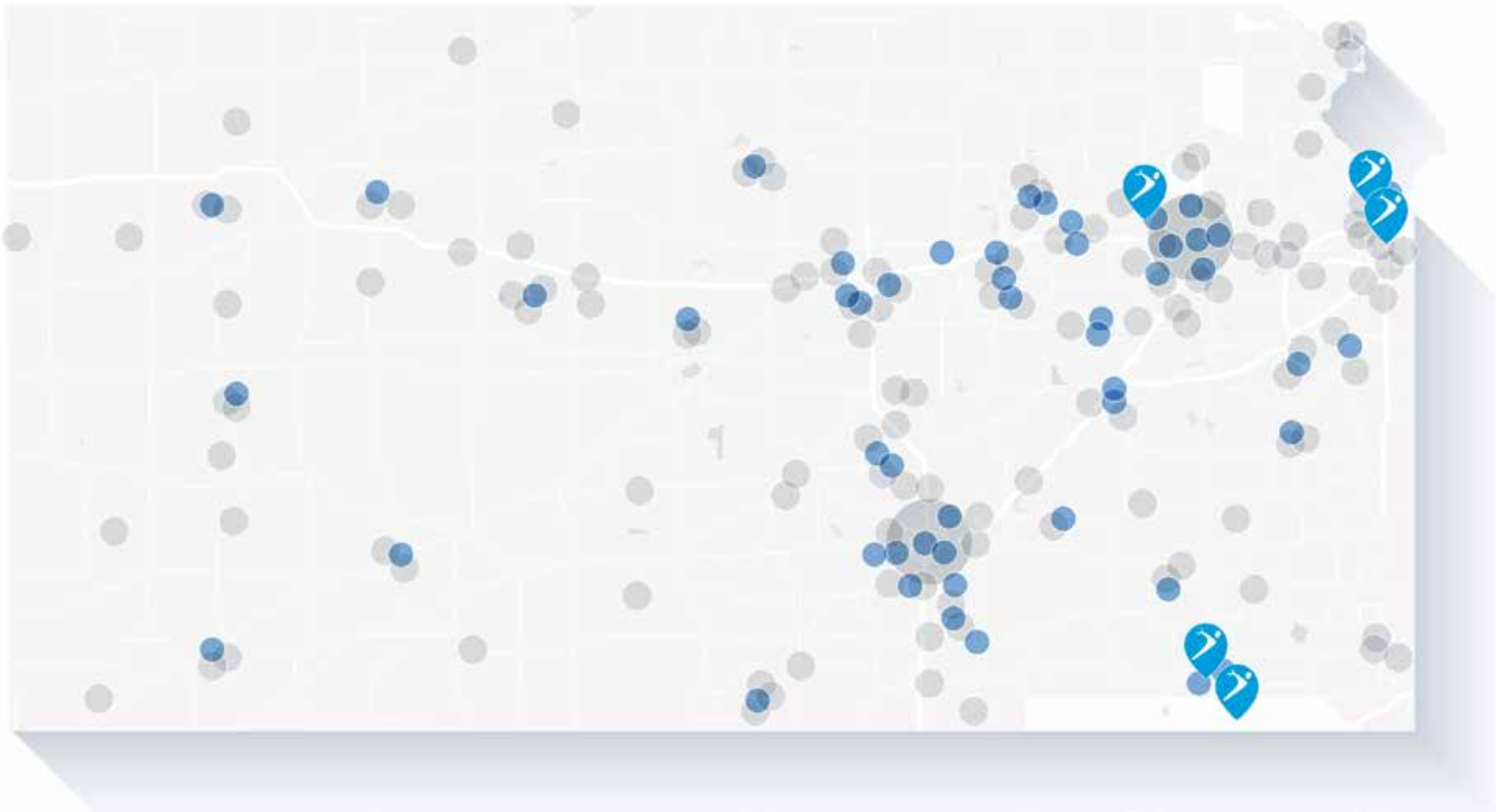
LIMITED FUNDING FOR UP TO 10 COMMUNITIES IN 2022



BlueCross BlueShield
Kansas



**\$500,000 in Funding
Now Available for
Qualified Site Partners**

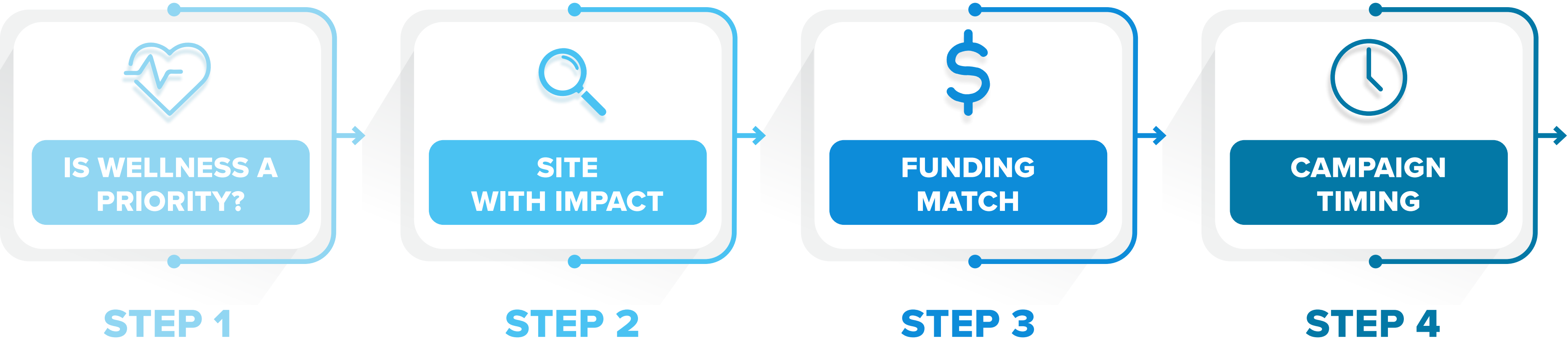


**Strategic Plan Adopted for Health
Impact Across Kansas**

157 Fitness Courts® coming by 2030!



NFC GRANT PROGRAM

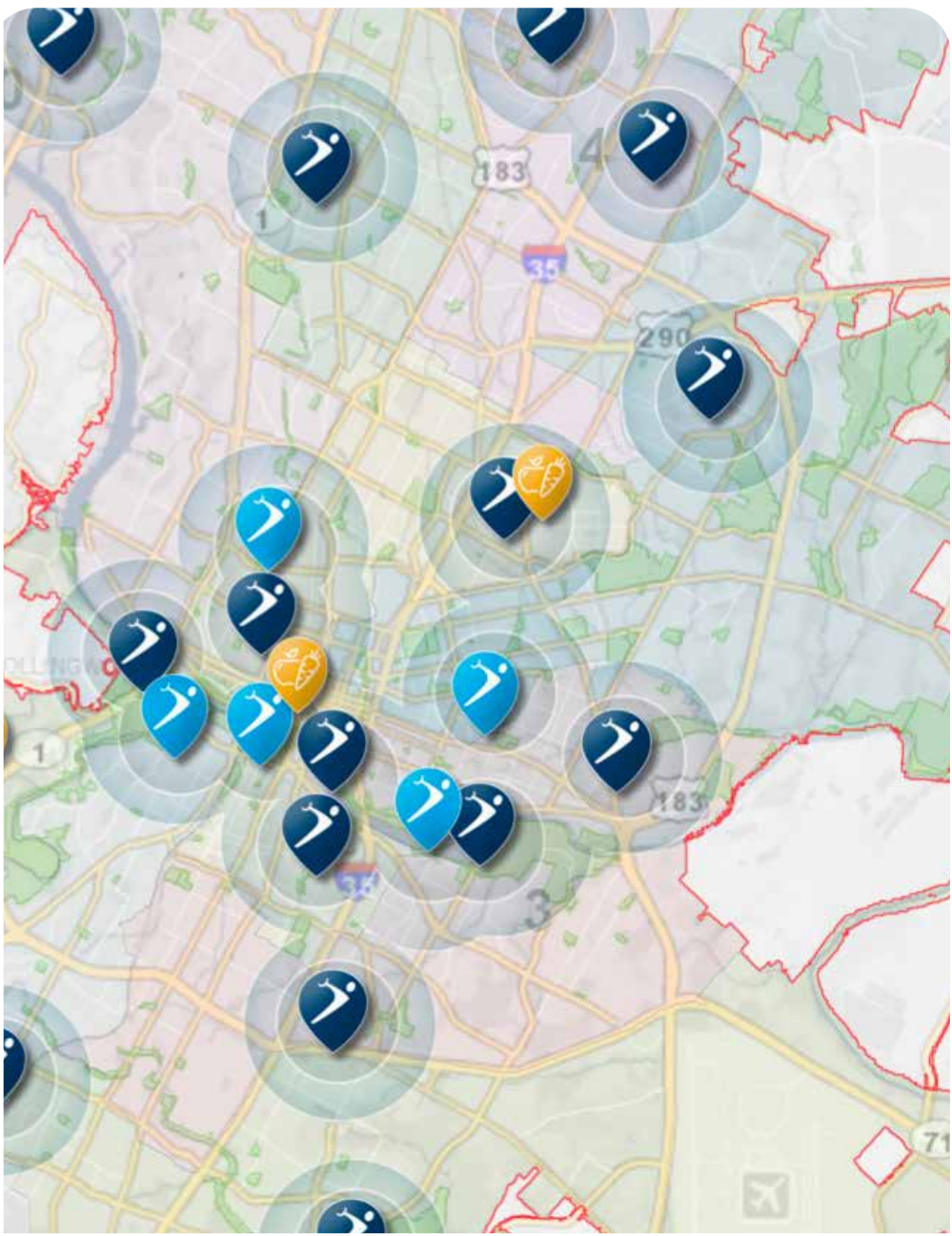


WELLNESS AS A PRIORITY

STEP 1



Design & Planning Consulting
Site selection workshop



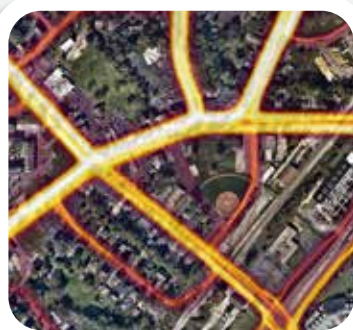
Phase Plan & Multi-Site Mapping



Circulation Planning



Site Plan Integration



Pedestrian Movement
Analysis

STEP 2

1

Iconic Sites

Site locations must be recognizable with high visibility.



2

Accessibility

Site locations must improve access across communities.



3

Pedestrian Connectivity

Site locations must be integrated with pedestrian infrastructure.



2022 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court®

2022 Campaign Services

\$140,000

Freight & Packaging

Assembly & Art Installation



Turn Key Fitness Court Assembly

Art & Graphic Installation

\$25,000

Performed by EIS - NFC Official Certified

Installation Partner (separate agreement)

\$165,000

ART & CUSTOM COLOR OPTIONS



Standard Collection
Included



Premium Collection
\$8,500

OPTIONAL

CONCRETE SLAB

Can be performed in-house or in-kind

\$0-\$20,000 *EST*

NFC / BCBSKS

**GRANT
FUNDING
AWARD**



Kansas



-\$50,000

STEP 3

**TOTAL FUNDING
REQUIREMENT**



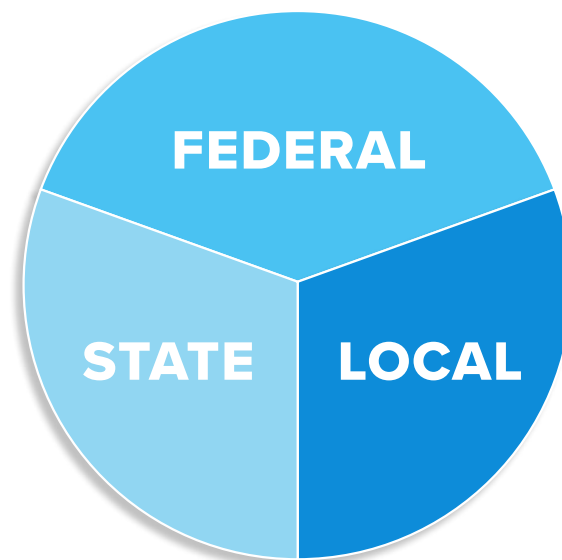
Fitness Court®

**\$115,000-
\$135,000**

Includes standard art collection

ALTERNATE FUNDING PATHWAYS

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners

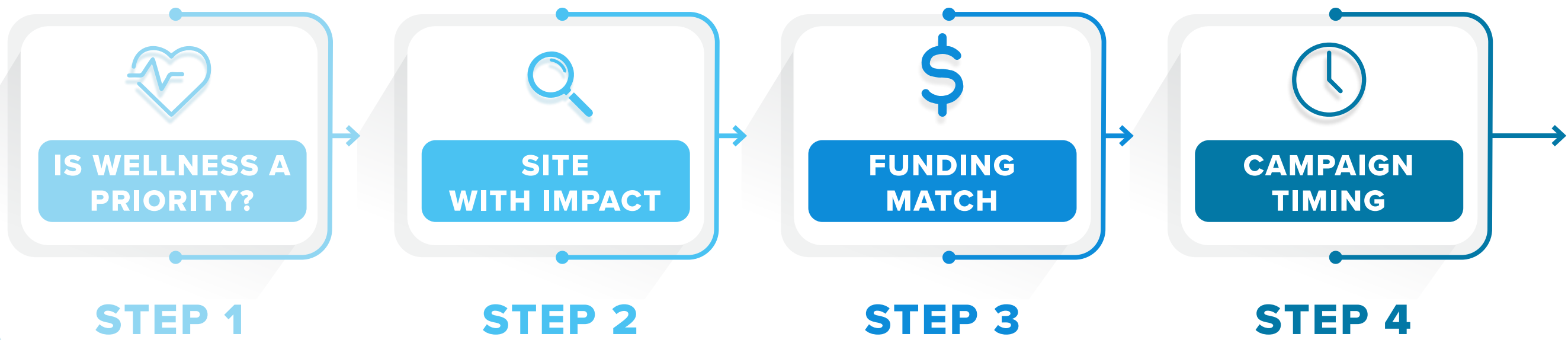


LOCAL AND REGIONAL SPONSORS



NEXT STEPS

- 1 **Feasibility**
Share Video - Build Consensus
- 2 **Qualification Stage - Site Selection Workshop**
Complete Evaluation Call
- 3 **Non-Binding Grant Application**
Complete Online Application for Grant Eligibility
- 4 **Award, Eligibility and Adoption**
NFC Awards Partnership, Funding Development Begins



**SCHEDULE
EVALUATION
CALL IF
APPROPRIATE**

NEXT STEP



San Francisco, USA | nationalfitnesscampaign.com
Contact: info@nfchq.com | 415.702.4919