



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
March 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. Covenants and Restrictions and Lot Purchase Agreement for Golden Belt Heights (East)
2. Resolution No. 031422-1 – Heritage Commission CLG (Certified Local Government) Agreement with the Kansas State Historic Preservation Office





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

03/07/2022
03/14/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Community Development/Administration

Ron Marsh

AGENDA ITEM HEADING:

Consider Covenants and Restrictions and Lot Purchase Agreement for Golden Belt Heights (East)

BACKGROUND:

The original covenants and restrictions for the former Highlands property expired when the City of Abilene Land Bank acquired the property. In order to promote orderly economic development and enhance the desirability, attractiveness and value of the development, the attached covenants and restrictions are for your consideration. In developing these covenants and restrictions, staff (City Manager, City Attorney and Community Development Director) wanted to keep them as consistent as possible with current zoning regulations. A few of the differences:

- Minimum required main floor square footage of 1000 ft²
- Two car attached garage
- Limit of one accessory building
- Fence maximum height 6'
- No chickens
- Boats, campers, RV's, trailers, mobile homes, pickup campers, etc. must be enclosed in a garage.

The lot purchase agreement was developed by staff also. Key components of the document are the \$2500 rebate upon Certificate of Occupancy (COO) being issued and the terms have been met. These terms include securing a building permit within 45 days of lot closing and the COO being issued within 365 days of securing the building permit.

FISCAL NOTE:

None

COMMISSION ACTION:

Recommend approving the Covenants and Restrictions and the Lot Purchase Agreement for Golden Belt Heights (East)

**GOLDEN BELT HEIGHTS
SUBDIVISION COVENANTS AND RESTRICTIONS**

These Subdivision Covenants and Restrictions (“Covenants”) are made this ____ day of _____, 2022, by the City of Abilene Land Bank (the “Developer”).

WHEREAS, the Developer, as owner of the lots legally described in the attached and incorporated Exhibit A (“Development”), desires to place covenants and restrictions on said property for the purposes of (i) enhancing and protecting the value, desirability, and attractiveness of the Development, (ii) encouraging and assisting the orderly economic development of the Development, (iii) increasing the public benefit to be derived from the Development, (iv) promoting the efficient development of the Development, and (v) promoting the public health, safety, and welfare.

WHEREAS, these Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Developer and future owners, the Developer places the following restrictions and covenants upon said Development:

1. PRIMARY DWELLING: Each lot shall be restricted to a maximum of one primary single-family residence structure. The ground floor of the residence structure shall contain finished square footage of no less than one thousand (1,000) square feet. Garages, porches, breezeways and patios are not included in the calculation of finished square footage. The residence shall be located so as to provide front, side, and rear yards in compliance with the setback requirements shown on the plat. For purposes of these Covenants, the term “lot” shall mean a subdivided lot within the Development as shown on the plat or amendments thereto.

2. GARAGES, DRIVEWAYS AND ACCESSORY STRUCTURES: All residences shall have a two-car attached or built-on garage. Connection with the residence may be by breezeway. A concrete driveway shall be built from the street to the garage at a width equal to the width of the entire garage. The garage shall be built with the same exterior finish as the residence.

One accessory building may be built in the rear yard of the residence and shall not exceed 225 square foot or be more than 12 feet in height. It shall be designed in harmony with the residence and shall contain similar exterior material as the residence. No metal sheds, metal roofing or siding is allowed.

3. FENCING: If fencing is desired, the fence shall be of wood, polyvinyl, wrought iron, or chain link construction. No fence is allowed in a front yard. Fences shall not exceed six feet in height.

4. SITE PLAN: A site plan must be provided to the City of Abilene, Kansas as a condition to the issuance of any initial building permit. The plan is a comprehensive sketch or drawing showing the location of the dwelling, fences, outbuilding and trees and shrubs on the lot, together with a copy of the blue prints and shall include a description of building products to be used and color scheme.

5. CONSTRUCTION PERIOD: Every dwelling shall be constructed, completed, and receive an occupancy permit within no more than 365 days after the date of issuance of a building permit by the City of Abilene, Kansas; provided, however, that upon written request by an owner that has commenced and is diligently pursuing completion of construction, the City Manager, or his or her designee, may grant up to two (2) forty-five (45) day extensions of the deadline to receive an occupancy permit.

6. VARIANCES: Variances from compliance with any of the provisions of these Covenants, including restrictions or limitations on height, size, floor area, or placement of structures or similar restrictions, may be approved by the Abilene Zoning Administrator pursuant to the administrative variance procedures and standards in Section 25-10 of the Abilene Zoning Regulations, and amendments thereto. If any such variance is granted, no violation of the provisions of these Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that no variance shall operate to waive or grant a variance from any of the provisions of these Covenants for any purpose except as to the particular property and particular provision covered by the variance. No variance shall affect in any way the owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including but not limited to zoning regulations or any other requirements imposed by the City of Abilene or any other governmental authority having jurisdiction.

7. ABILENE CITY CODE: The Development is within the city limits of the City of Abilene, Kansas and the land and any owner is subject to all provisions of the Abilene City Code. A building permit is required prior to commencement of construction. The City of Abilene has adopted versions of International Residential Codes, and certain specialties, such as electricians and plumbers, must be licensed within the city.

8. UTILITY SERVICE: All new utilities shall be placed underground, except for temporary services during construction.

9. PARKING AND STORAGE: No boats, campers, recreational vehicles, trailers, mobile homes, pickup campers, unlicensed or inoperable vehicles, unused building material, or

any other material shall be kept, stored or otherwise maintained on any of the lots unless enclosed in a garage. A guest of an owner may park a mobile home vehicle, camper or trailer upon the property while visiting such owner for a period not to exceed seven (7) days. Owners shall not allow guests to park such campers more than three (3) times in any calendar year.

10. CHICKENS: No chickens shall be kept or harbored within the Development.

11. YARD MAINTENANCE: Debris of any type shall not be allowed to accumulate. The owner of each lot shall be responsible for keeping the lot in good order and free of debris, including but not limited to the maintenance of the lawn and yard area of the lot, the pruning and trimming of shrubbery and trees, and the painting and appropriate external care of all buildings in such a manner as to keep the Development attractive and in compliance with all applicable laws.

12. NUISANCES: No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that might create an annoyance or nuisance to the neighborhood. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All rubbish, trash, and garbage shall be kept in a covered container until disposed of by a waste disposal contractor.

13. TENANTS: An owner shall not be prohibited from renting all or any portion of a structure in the Development to one or more tenants; provided, however, that the owner shall be responsible for ensuring each tenant's knowledge of, and full compliance with, these Covenants. In the event of a violation of any covenant or restriction by a tenant or guest of an owner, the owner shall be responsible for such violation in the same manner as if the violation had been committed by the owner.

14. POST-CONSTRUCTION CHANGES: Any changes to a dwelling, garage, or other accessory structure after initial construction shall be in keeping with the requirements of these Covenants.

15. ENFORCEMENT: These Covenants may be enforced by the Developer or an owner of any lot within the Development. In addition to injunctive relief and damages, any owner found to be in violation will be responsible for court costs and reasonable attorney fees incurred in enforcing these restrictions.

16. AMENDMENTS: Notwithstanding any other provision of these Covenants, until all lots within the Development have been sold or conveyed by the Developer, the Developer reserves the right to amend these Covenants without the approval of any owner or any other person; provided, however, that no such amendment shall have the effect of changing the covenants or restrictions applicable to construction on any lot for which construction is occurring pursuant to a validly-issued building permit by the City of Abilene, Kansas. Thereafter, these Covenants may be amended by a majority of the owners of the lots within the Development. Each lot owner is entitled to one vote. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves, determine; but in no event shall more than one vote be cast with respect to any lot. Notice of any change shall be provided in writing to all lot owners and any amendment which is approved shall be in writing and signed by the Developer and/or

owners approving the same (as applicable), with the signatures to be notarized and filed of record.

17. ASSIGNMENT OR RELINQUISHMENT: Notwithstanding any provision in these Covenants to the contrary, until such time as all lots within the Development have been sold or conveyed by the Developer, the Developer may unilaterally assign, transfer, or convey, without the approval or joinder of any of the owners or any other person, any or all of the Developer's rights created or reserved under these Covenants. Any such assignment, transfer, or conveyance shall be effective only when such assignment, transfer, or conveyance has been signed by the transferor and the transferee and has been recorded in the Office of the Register of Deeds of Dickinson County, Kansas. The Developer may (but shall not be required to), at any time, voluntarily relinquish all or any part of the Developer's control and rights under these Covenants by executing and recording a document setting forth such relinquishment and recording such document.

18. TERM: These Covenants shall remain in full force and effect for a period of twenty-five years from the date of recording, unless earlier terminated pursuant to the provisions herein.

19. BINDING EFFECT: These Covenants shall run with the Development and shall be binding upon all parties having or acquiring any right, title, or interest in the Development, or any part thereof, and shall insure to the benefit of each owner thereof.

20. SEVERABILITY: In the event any provision of these Covenants is found to be invalid by any court, then the invalid provision will be removed but such will not affect the remaining provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the Developer has set its hand.

"DEVELOPER"

CITY OF ABILENE LAND BANK

By: _____
_____, Chairperson

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on _____, 2022, by _____ as Chairperson of the City of Abilene Land Bank.

My appointment expires:

Notary Public
Printed name: _____

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT

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

Area 1 (East Golden Belt Heights):

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.

LOT PURCHASE AGREEMENT

This Lot Purchase Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Abilene Land Bank ("Seller"), and _____ ("Buyer").

WHEREAS, Seller is the owner of certain lots within the Golden Belt Heights Subdivision, in the city of Abilene, Kansas ("Subdivision");

WHEREAS, Seller and the City of Abilene, Kansas ("City") wish to incentivize private development of single-family homes in the Subdivision;

WHEREAS, certain covenants and restrictions have been filed against the lots in the Subdivision, which are attached hereto and made a part hereof, and

WHEREAS, Buyer desires to acquire a lot and build a single-family home in the Subdivision, in accordance with the covenants and restrictions and subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein the parties agree as follows:

1. PROPERTY TO BE SOLD: Seller does hereby agree to sell and convey to Buyer by a good and sufficient Special Warranty Deed the following described real estate, situated in Dickinson County, Kansas, to-wit:

[insert legal description of lot]

2. PRICE: The consideration of the transfer is Buyer's payment to Seller the sum of \$7,500.00, and the compliance by the Buyer with the terms and conditions contained herein; provided, however, that the sum of \$2,500.00 will be refunded to Buyer, without interest, when Certificates of Occupancy have been issued for the home to be constructed, and provided that all other terms have been met by Buyer.

3. TITLE EVIDENCE: Buyer is responsible for procuring any title evidence Buyer desires at Buyer's expense. Buyer is responsible for the costs of any action required to satisfy any title requirement.

4. TITLE: Seller is transferring the property to Buyer by Special Warranty Deed which warrants that it is free from any mortgage, lien, taxes, rights of parties in possession and any other encumbrance created by Seller, or occurring during the period that Seller has owned the property.

5. BUYER'S OBLIGATIONS: The following obligations are specifically required of Buyer and these obligations, together with all other terms of this Agreement that are to be performed by Buyer after closing, shall survive the closing, to-wit:

a. **Site Plan:** Buyer agrees to construct a single-family residence on the lot substantially similar to the residence shown in the site plan attached hereto.

b. **Restrictions:** Buyer shall comply in all respects with the Compliance with the Covenants and Restrictions recorded against the Subdivision, a copy of which is attached hereto.

c. **Home Size:** The ground floor of the finished single-family home shall be no less than 1,000 square feet. Garages, porches, breezeways and patios are not including in the calculation of finished square footage.

d. **Prompt Construction:** A city building permit shall be obtained prior to commencement of construction, and within forty-five (45) days of closing. Construction must be completed and a certificate of occupancy issued within 365 days of securing the building permit. For good cause shown, Seller may grant up to two (2) forty-five (45) day extensions of the above time limits. Seller has sole discretion to grant or deny extensions.

6. **BREACH:** In the event Buyer breaches this Agreement then Seller may elect such remedy, as Seller in its sole discretion deems appropriate and including but not limited to forfeiture of the refundable component of the purchase price, requiring Buyer to transfer title back to Seller, and/or any other remedy available at law or in equity. Any costs and fees, including attorneys' fees, incurred by Seller in enforcing this Agreement or seeking remedies for breach shall be the responsibility of Buyer, and such cost shall be in addition to the forfeiture of any refundable purchase money funds. Any forfeiture of escrowed funds is to reimburse Seller for its damages which are difficult to ascertain and not as a penalty.

7. **INCENTIVE REFUND:** Upon Buyer complying with all construction requirements and receiving a certificate of occupancy, Seller will refund Buyer the sum of \$2,500.

8. **REAL ESTATE TAX:** Real estate taxes for the year immediately preceding the closing date, and all prior years, are the responsibility of Seller. Real estate taxes for the year of the closing shall be prorated to date of closing.

9. **ESCROW AGENT:** _____ is designated as the escrow agent. Both parties will sign necessary escrow documents and keep the escrow agent reasonably informed.

10. **CLOSING AND COSTS:** It is understood and agreed between the parties hereto that time is of the essence of this Agreement, and that this transaction shall be closed on or before _____, 202____, at the office of the Escrow Agent. Buyer shall pay for the fee of the Escrow Agent and for the costs of closing including recording the transfer deed and preparation and filing of any other document required to pass good title.

11. **POSSESSION - RISK OF LOSS:** Except as otherwise provided, possession and risk of loss shall pass to Buyer at the time of closing.

12. NONASSIGNABLE: This agreement may not be assigned by Buyer without the written approval of Seller.

13. NOTICES: Any notice required or necessary between the parties shall be in writing and given to the Seller, c/o City Manager, P.O. Box 519, Abilene, Kansas 67410, and to the Buyer at the address shown under Buyer's signature on this Agreement.

14. 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.

15. BINDING EFFECT: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, trustees and assigns of the respective parties hereto.

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

"SELLER"

City of Abilene Land Bank

By: _____
Name/Title:

"BUYER"

Name: _____
Address: _____
Email: _____

Name: _____
Address: _____
Email: _____



City of Abilene
Item for City Commission Agenda

Meeting Date: 3/14/22

Originating

Community Development

Prepared

Kari Zook

Approved for Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Resolution 031422-1 for the Heritage Commission CLG (Certified Local Government) agreement with Kansas State Historic Preservation Office

BACKGROUND:

The agreement between the Kansas State Historic Preservation Office and the City of Abilene Heritage Commission sunset in December 2021. This new agreement shall be in effect for five years from the date of execution and shall be renewable for additional five-year terms at the option of both parties.

This agreement allows the Abilene Heritage Commission to exercise local control over issues affecting local historic preservation. As a current CLG, the Heritage Commission reviews all state law reviews (building permits) for all local historic buildings and districts.

In December 2019, the Heritage Commission approved a list of project types that allows city staff to review and approve internally to assist with the flow and timeliness of permit approvals. That list is attached to this agenda packet for reference. As permits are reviewed and approved by city staff, emails are sent directly to all members of the Heritage Commission informing them of the permit approval status. Katrina Ringler with the Kansas SHPO informed city staff that the Heritage Commission is okay to continue state law reviews during the process of renewing the CLG agreement.

FISCAL NOTE:

N/A

COMMISSION ACTION:

Consider approval of Resolution 031422-1 and the CLG agreement between the Kansas SHPO and City of Abilene Heritage Commission.

RESOLUTION NO. 031422-1

**A RESOLUTION APPROVING A CERTIFIED LOCAL GOVERNMENT
AGREEMENT WITH THE KANSAS STATE HISTORIC PRESERVATION OFFICE**

WHEREAS, the City has requested that the Kansas State Historic Preservation Office enter into an agreement to allow the City to make recommendations and to perform statutory responsibilities of the Kansas State Historic Preservation Office;

WHEREAS, the Governing Body desires to approve a Certified Local Government Agreement (“Agreement”) to continue its status as a Certified Local Government in order to exercise local control over issues affecting local historic preservation.

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

SECTION ONE. Agreement. That the Agreement is hereby adopted as attached hereto as **Exhibit A**.

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

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

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

CITY OF ABILENE, KANSAS

By: _____
Dee Marshall, Mayor

ATTEST:

Shayla Mohr, City Clerk

**Agreement between the Kansas State Historic Preservation Office
and City of Abilene, Kansas:
Performance of project reviews under K.S.A. 75-2724, as amended**

Under subsection (e) of K.S.A. 75-2724, as amended, the State Historic Preservation Officer may enter into an agreement authorizing a city or county to make recommendations or to perform certain statutory responsibilities of the State Historic Preservation Officer if the State Historic Preservation Officer determines that the a city or county has enacted a comprehensive local historic preservation ordinance, established a local historic preservation board or commission, and is actively engaged in a local historic preservation program.

Whereas the City of Abilene, Kansas, hereinafter referred to as the "City," has requested that the State Historic Preservation Officer enter into such an agreement, and whereas the State Historic Preservation Officer has determined that the City meets the requirements of K.S.A. 75-2724 (e), therefore the City and the State Historic Preservation Officer hereby agree to the following terms:

1. The City's historic preservation board, known as the Heritage Commission, hereafter referred to as "Board," shall perform all responsibilities of the State Historic Preservation Officer under K.S.A. 75-2724 (a), (b) and (c) , as amended. For all projects within the City that are required by said statute to be sent to the State Historic Preservation Officer, the Board shall review and make a determination. If a particular professional discipline such as archeology, architecture or history is not represented on the Board, it shall seek professional advice from the State Historic Preservation Officer or locally as needed in that area when reviewing projects under K.S.A. 75-2724 (a). The State Historic Preservation Officer retains the responsibility to review projects affecting or directly involving historic properties owned by the state of Kansas included in the National Register of Historic Places or the Register of Historic Kansas Places.
2. The City shall develop a list of project types proposed for administrative review by the City's preservation planning staff to address minor projects that do not warrant full review by the Board. The City shall submit the list, along with the name(s) of staff designated to perform the reviews, to the State Historic Preservation Officer for approval prior to its adoption. City staff shall not be granted the authority to make the determination that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places. When such a determination is likely to be made under an administrative review, that project shall be submitted to the Board which shall make the official determination.
3. The Board and City staff shall utilize the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitating Historic Buildings and supplemental guidelines, as needed, as the basis for reviewing all projects. The State Historic Preservation Officer shall approve in advance all other supplemental guidelines utilized. To ensure consistent use and understanding of these Standards and Guidelines, preservation planning staff and preservation Board members shall attend training annually that further their understanding of preservation-related topics and issues. Training may be provided by staff of the State Historic Preservation Office from time to time.
4. The Board or City staff may request the technical assistance of the State Historic Preservation Office for complex projects. The State Historic Preservation Office shall respond with written comments to the Board or City staff upon such request.
5. The Board shall forward its findings and decisions to the State Historic Preservation Officer monthly or at the time of submission of the minutes of each meeting of the Board, whichever is applicable. If the Board determines that a proposed project will damage or destroy any historic property included on the National Register of Historic Places or the Register of Historic Kansas Places, the Board shall advise the State Historic Preservation Officer, in writing, of such finding through regularly submitted minutes.

6. Determinations by the Board that a project will damage or destroy any historic property may proceed if appealed by the applicant to the City Commission, for action as provided under subsection (a) of K.S.A. 75-2724. In those instances where the decision of the City Commission is contrary to the findings of the Board, the project shall not proceed until: (1) the City Commission has made a determination that there is no feasible and prudent alternative to the proposal and that the project includes all possible planning to minimize harm to such historic property resulting from such use and (2) five days' notice of such determination has been given to the State Historic Preservation Officer as required by K.S.A. 75-2724 (a).
7. This agreement shall be in effect for five years from the date of execution by both parties and shall be renewable for additional five-year terms at the option of both parties.
8. Amendments to this agreement will be in effect upon their signed acceptance by the City and the State Historic Preservation Officer.
9. Either party may terminate this agreement for good cause upon ninety days written notice to the other party.
10. As provided in K.S.A. 75-2724 (e), the State Historic Preservation Officer shall retain final authority to implement the provisions of K.S.A. 75-2724 et seq., as amended. Nothing in this agreement shall be construed as limiting the authority of the State Historic Preservation Officer to investigate, comment, and make determinations otherwise permitted by K.S.A 75-2724.

Date

Dee Marshall, Mayor
City of Abilene

Date

State Historic Preservation Officer



Administrative Review

City Staff are able to use some Administrative Review when it comes to State Law Review (K.S.A. 75-2724). The below policy was passed by the Heritage Commission on December 19, 2019 and approved by the State Historic Preservation Office. This list should be reviewed and approved by both entities again when the state law agreement is renewed.

The following is a list of project types that the Zoning Administrator will have the authority to administratively approve. If the proposed project meets the Secretary of the Interiors' Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, the Zoning Administrator will administratively approve the proposed project. Upon approval of the administrative review, a release will be issued to the City Inspector. The Abilene Heritage Commission will confirm administrative approvals at their next regular meeting. If staff determines that the proposed project will likely "damage or destroy" a property listed in the National Register of Historic Places or the Register of Historic Kansas Places, then the proposed project will be forwarded to the Abilene Heritage Commission for full review before issuance of a permit or approval is given to government entities for projects or repairs.

This list is only for State Law Review and does not apply to the issuing of Certificates of Appropriateness. Section 29-903 sets terms for Administrative Review for local review.

For properties listed on the National Register and/or the Kansas Register of Historic Places:

- Replacement of roofing materials with like-kind materials
- Installation of mechanical, plumbing, or electrical systems that require minimal changes
- Installation of awnings and signs on commercial properties (when installed into masonry, the attachments are made into mortar joints)
- Interior modifications that do not affect character-defining elements of the structure
- Installation of fire safety equipment, or minor alterations to meet the Americans with Disabilities Act
- Minor public improvements including improvements to streets, curbs, sidewalks, parking areas, parks, and other amenities (work must not impact character-defining features)
- Minor exterior building changes/fixes
- Minor exterior building changes/fixes to accessory structures
- Similar projects or replacements with like-kind materials.
- Any project that has been reviewed by the State Preservation Office for tax-credit purposes or projects under federal preservation law and grant funding programs and has received approval from them.