



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
March 21, 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. National League of Cities (NLC) Service Line Warranty program
2. Sale of City Property to Jon Koffman
3. FAA request to transfer funds
4. Tennis Court Lighting bids
5. Land Bank Policy Resolution & Lot Purchase Application





CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

03/21/2022
03/28/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Ron Marsh

AGENDA ITEM HEADING:

Consider National League of Cities (NLC) Service Line Warranty Program

BACKGROUND:

Endorsed by both the National League of Cities and the Kansas League of Municipalities, the service line warranty program allows homeowners the ability to purchase a service plan for their service lines:

1. External water line (meter to structure)
2. External sewer/septic line
3. Interior plumbing and drainage plan

The NLC service line program:

- Only Service Line Program Endorsed by the National League of Cities & Kansas League of Municipalities
- No Cost to the City
- City would receive an incremental revenue stream
- Over 1000 municipal/utility partners
- Turnkey approach
- Off Bill
- Educates Homeowners

Wes Preston from HomeServe USA will be present to explain the program in more detail.

FISCAL NOTE:

No expenditures; small revenue generation

COMMISSION ACTION:

Consider the NLC Service Line Program

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Abilene, Kansas ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "**Party**" and collectively as the "**Parties**". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs

incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Ron Marsh
City of Abilene
419 N Broadway St
Abilene, KS 67410-2618
Email: ron@abilenecityhall.com
Phone: (785) 263-2550

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Kansas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF ABILENE

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Abilene
Term Sheet
February 16, 2021

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$6.49 per month)
 - B. External sewer/septic line plan (initially, \$8.49 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

Contract for Sale of Real Estate

THIS AGREEMENT, Made this 9 day of November, 20 21, by and between
City of Abilene hereinafter
designated as Seller, and Jon S Keffman
hereinafter designated as Purchaser.

WITNESS THAT, in consideration of the agreements contained herein, it is agreed by and between the parties hereto as follows:

The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy, the following described real estate, in Dickinson County, Kansas, to-wit:

Legal Description: THOMPSON AND MCCOY ADDN, LOTS 1, 3, 5, 7, 9
EXC W 100' SECTION 16 TOWNSHIP 13 RANGE 02

Property Address: 125 N Elm Street Aly Abilene, KS 67410

That the above described real estate shall be conveyed to Purchaser by Warranty Deed and an Owner's Policy of Title Insurance guaranteeing merchantable title in the amount of the sale price, guaranteeing said title to Purchaser free and clear of all encumbrances, except as hereinafter mentioned, subject, however to all restrictions and easements of record applying to this property, is being understood that Seller shall obtain Commitment for Title Insurance as promptly as possible. Purchaser shall then have such evidence of title examined promptly and Seller shall then within a reasonable time, correct any imperfections affecting the merchantability of the title. After the title has been found to be merchantable, a date as early as convenient shall be set for the closing of this transaction, which shall be the time for transfer or deposit of funds and papers, subject to the provisions of this contract.*

PURCHASE PRICE: The Purchase Price for the Property is

\$ 4,500.00

which Buyer agrees to pay as follows:

Earnest Money in the form of: (check one)

☐ Cashier's check; ☒ Personal check; ☐ Money order in the amount of

\$ 500.00

To be deposited with (check one)

☒ First American Title Company as Escrow Agent; or

☐ Seller

Method of Financing:

☒ Cash

☐ Mortgage - Name of Lender _____

\$ _____

Balance of purchase price to be paid in CERTIFIED FUNDS
on or before the Closing Date.

\$ 4,000.00

That Purchaser shall apply for financing after the contract is signed by all parties and use every reasonable effort to obtain suitable financing. In the event Purchaser is unable to obtain such financing the Purchaser shall promptly notify the Seller and this transaction will be null and void.

That the taxes and assessments due and payable for the Year 2021 and all prior years shall be paid by the Seller. A pro rate share of the NA taxes (based on the Year NA taxes) to date of possession are to be paid by Seller out of the purchase price and all taxes and assessments that may be levied, imposed or become payable after said time are to be assumed and paid by the Purchaser.

That the Owner's title insurance policy will be paid as follows: _____ Seller and Purchaser will each pay one-half; _____ Seller will pay all; ☒ Purchaser will pay all. All costs associated with the Purchaser's loan shall be paid by the Purchaser.

The Seller agrees to provide a certificate showing that the property is free and clear of active termite infestation. ☒ N/A

*Notwithstanding any provision in this contract requiring Seller to correct any imperfections affecting the merchantability of the title, the parties acknowledge and agree that Seller shall not be obligated to expend more than \$500.00, in total, to correct any such imperfections. If Seller is unable to remove any imperfections in accordance with this provision, Purchaser may either accept title or cancel this contract.

Purchaser's
Initials:

Seller's
Initials:

That the Purchaser has examined said above described real estate and agrees to accept property in its present condition or upon the following conditions _____

That the date of the closing of this transaction shall be on or before January 31, 2022.
Possession of the property shall be given at the time of closing of this transaction, or by mutual agreement of the Seller and the Purchaser.

It is agreed by all parties that First American Title is hereby designated Escrow Agent of both parties. That the deed and other papers of transfer are to be executed at once and held by First American Title, closing agent, and all deferred payments are to be paid in guaranteed funds to the closing agent. Upon closing of this contract, pursuant to its terms, the Escrow Agent shall deliver said deed to said Purchaser, or the abstract or title insurance company as representative for Purchaser to place such deed of record. Escrow charges, if any, shall be paid as follows: _____ Split by Seller and Purchaser; _____ Paid by Seller; ☒ Paid by Purchaser.

That the Seller shall maintain the property in its present condition until possession is given to Buyers. All property insurance now in force shall be maintained by the Seller until the date of closing.

That in the case of the failure of the said Purchaser to complete the terms of this purchase and contract, this contract may, at the option of the Seller, be forfeited and determined, and the Purchaser shall forfeit all payments made by Purchaser on this contract, and such payments shall be retained by Seller in full satisfaction and in liquidation of all damages by Seller sustained and in case Purchaser has entered into possession of said premises, Seller shall have the right to re-enter and take possession of the premises aforesaid.

This contract supersedes any previous verbal or written agreements by the between the undersigned to buy and sell subject property. To the knowledge of Seller and Buyer, this contract contains all of the terms and conditions of agreement between the parties regarding the sale and purchase of said property. Subsequent amendments, modifications, or releases from any provisions hereof shall be binding only if in writing and signed by all parties. EACH PARTY SIGNING THIS CONTRACT ACKNOWLEDGES THAT THEY HAVE READ THIS ENTIRE CONTRACT.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof. This agreement is binding on the heirs, executors, administrators and assigns of the respective parties, but may not be assigned without the written consent of the Seller.

IN WITNESS WHEREOF. The parties to these presents have hereunto set their hands, the day and year first above written.

Seller

Purchaser

Seller Signature _____ Date _____

Purchaser Signature _____ Date _____

Seller Signature _____ Date _____

Jon S Koffman 3-7-22
Purchaser Signature _____ Date _____

Seller's Mailing Address _____

2549 Game Rd
Purchaser's Mailing Address _____

Seller's City, State & Zip Code _____

Abilene, KS 67410
Purchaser's City, State & Zip Code _____

Seller's Contact Phone Number _____

(785) 479-1535
Purchaser's Contact Phone Number _____

Seller's Email Address _____

KoffmanElectricService@hotmail.com
Purchaser's Email Address _____

NOTE

- 1) Basis of Bearing: NAD83 Kansas North Zone.
- 2) Monuments found have an unknown origin unless otherwise noted.
- 3) Per "Kansas Minimum Standards for Boundary Surveys"; all easements evidenced by a record document which were provided at the time of this survey, were shown. No such documentation or title work were provided.

LEGAL DESCRIPTION (Deed Book 165, Page 459)

A tract of land in Abilene, Dickinson County, Kansas, commencing at a point in the East line of Elm Street that is 50 feet North of the center line of the main track of the Union Pacific Railroad Company and in the North right-of-way line of said railroad as originally established; thence North 75 feet, more or less, along the East side of Elm Street to the Southwest corner of the East and West alley which is the Northwest corner of fractional Lot 9 lying between Elm Street and Walnut Street on the North side of the Union Pacific Railroad in Thompson & McCoy's Addition to Abilene, Kansas; thence East along the South line of the alley to the East end of fractional Lot 1 according to the recorded plat; thence South to a point 50 feet North of the center line of the main track of said Union Pacific Railroad Company and in the North right-of-way line as originally established; thence westerly along a line 50 feet from and parallel to the center line of the main track of the Union Pacific Railroad to the point of beginning and being all of fractional Lots 1, 3, 5, 7 and 9 lying between Elm Street and Walnut Street and between North Second Street and the right-of-way of the Union Pacific Railroad Company, Thompson and McCoy's Addition to Abilene, Dickinson County, Kansas, and also all of the vacated street contiguous on the south of said Lots 1, 3, 5, 7 and 9.

SURVEYOR'S CERTIFICATE

I, the undersigned, a Registered Land Surveyor in the State of Kansas, do hereby certify that the above plat and description were performed under my supervision and are in conformance with Kansas "Minimum Standards for Boundary Surveys." This Survey does not certify ownership or the existence or location of unplatted easements.

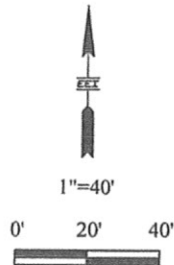
Date of Survey: October 14, 2021



10-27-2021
Date

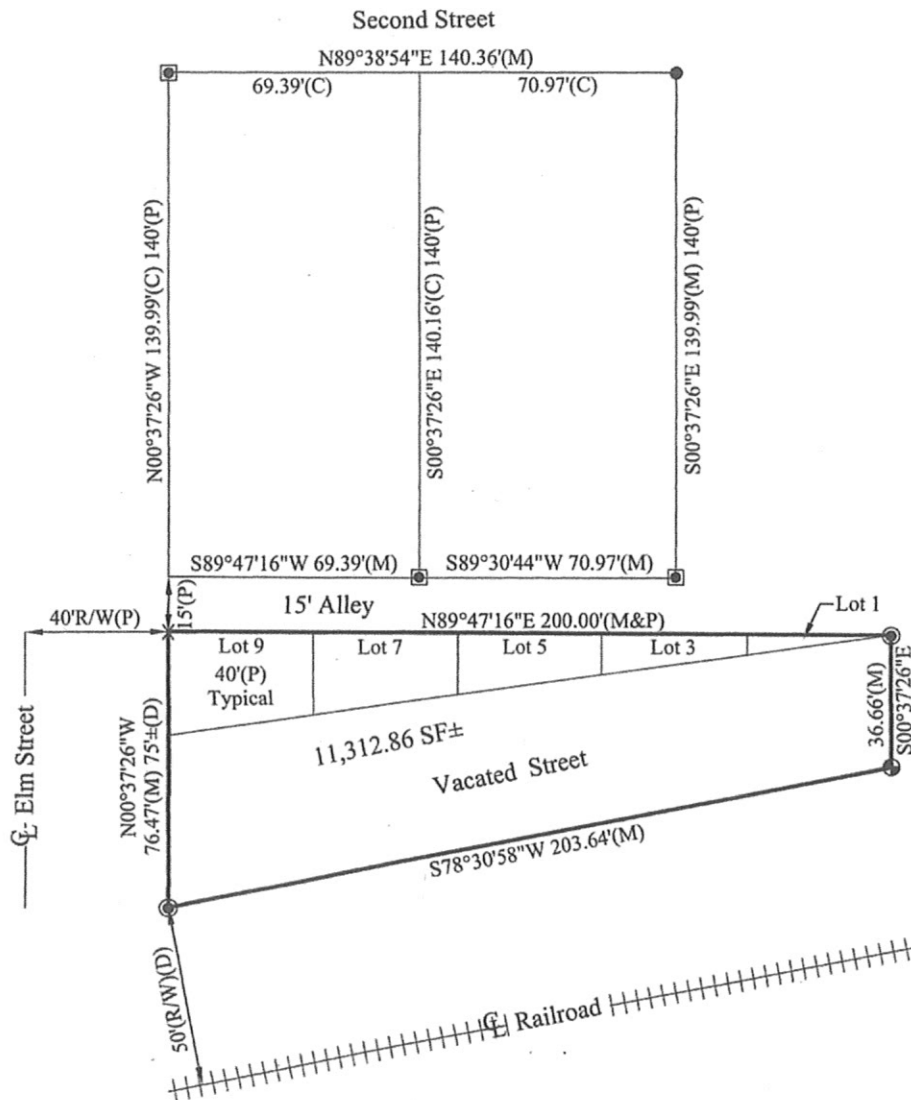
If this document does not have an original seal and the signature of the surveyor is not in blue ink, it is a copy, and may contain alterations.

EARLES ENGINEERING & INSPECTION, INC.	
Engineers - Surveyors - Construction Inspectors	
116 N. Augustus St. McPherson, Ka 67460 (785)309-1060	211 North Kansas Liberal, Kansas 67901 (620)626-8912
112 W. 4th St. Pittsburg, Ka 66762 (620)308-5577	Email: earlesinc@earleseng.com
FILE NO: 21-759	Certificate of Survey
SHEET 1 OF 2	A parcel in Thompson & McCoy's Addition Abilene, Kansas



LEGEND

- ⊙ Set 1/2"x24" Rebar w/ "EEL-1354" cap
- X Set Chiseled "X" in concrete
- Found 1/2" bar
- ⊕ Found 1/2" bar w/ red cap
- ⊠ Found 1" pipe
- M Measured Distance
- C Calculated Distance
- P Platted Distance
- D Described Distance



EARLES ENGINEERING & INSPECTION, INC.

Engineers - Surveyors - Construction Inspectors
 116 N. Augustus St. 211 North Kansas 112 W. 4th St.
 McPherson, Ks 67460 Liberal, Kansas 67901 Pittsburg, Ks 66762
 (785)309-1060 (620)626-8912 (620)308-5577
 Email: earlesinc@earleseng.com

FILED BY:	TR
DRAWN BY:	JR
CHECKED BY:	TR
DATE:	10/21/2021
FILE NO:	21-759
SHEET:	2 OF 2

Certificate of Survey
 A parcel in
 Thompson & McCoy's
 Addition
 Abilene, Kansas

Exhibit "A"
(Page 1 of 2)

Project No. 022-00584
Waterline Easement
March 3, 2022

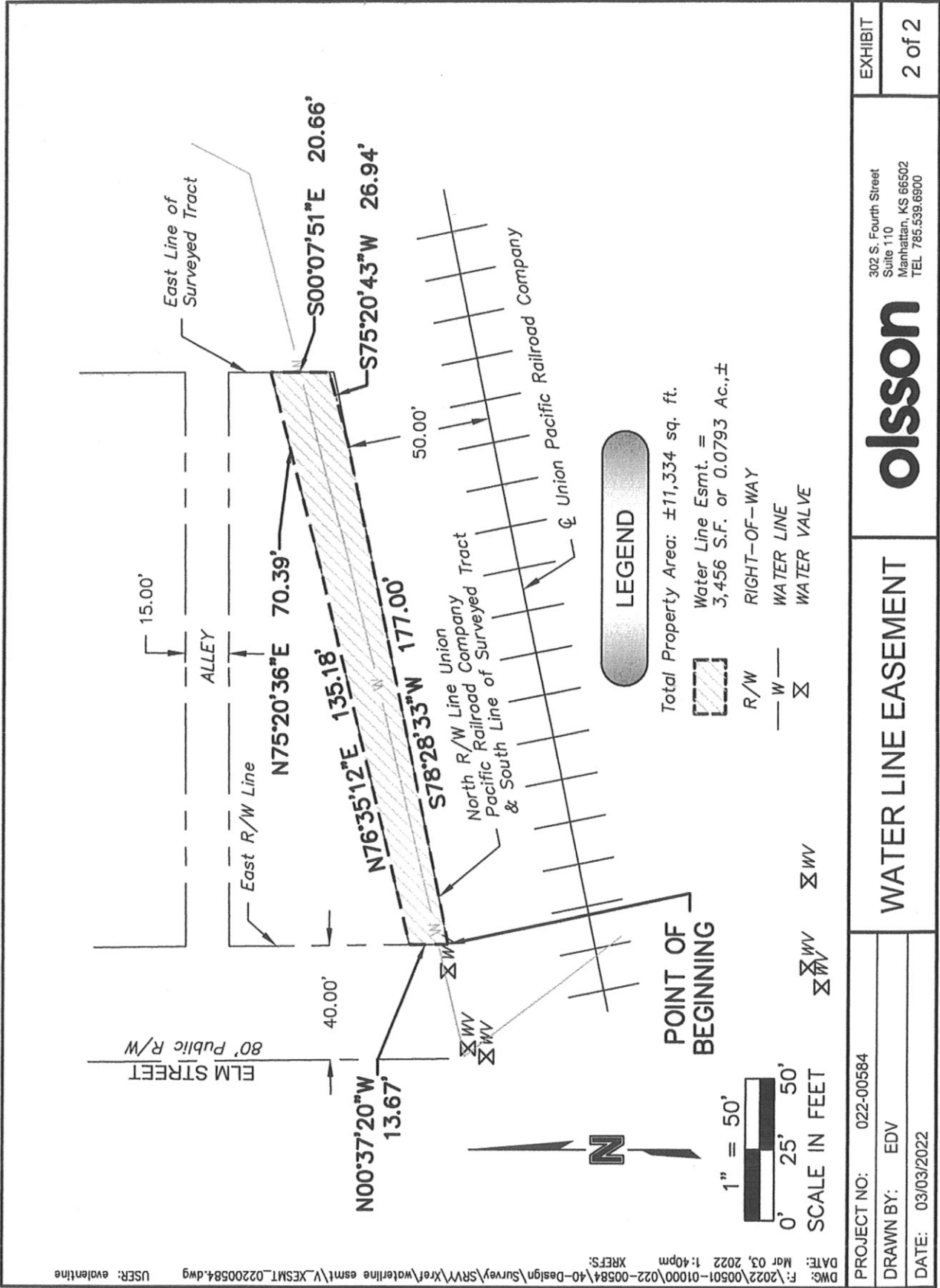
WATER LINE EASEMENT:

A TRACT OF LAND LOCATED IN ABILENE, DICKINSON COUNTY, KANSAS FOR THE PURPOSE OF A WATERLINE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY MICHAEL J. BOGINA, KANSAS PS-1655, OF OLSSON, INC., KANSAS LS-114, ON MARCH 3, 2022, AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF ELM STREET AND THE NORTH LINE OF THE UNION PACIFIC RAILROAD COMPANY RIGHT OF WAY; THENCE ON AN ASSUMED BEARING OF N00°37'20"W ALONG SAID EAST RIGHT OF WAY LINE, SAID LINE ALSO BEING THE WEST LINE OF A TRACT OF LAND AS DESCRIBED IN SURVEY BY THAD REYNOLDS DATED 10/27/2021, A DISTANCE OF 13.67 FEET TO A POINT; THENCE N76°35'12"E, DEPARTING SAID WEST LINE, A DISTANCE OF 135.18 FEET TO A POINT; THENCE N75°20'36"E A DISTANCE OF 70.39 FEET TO A POINT ON THE EAST LINE OF SAID SURVEYED TRACT; THENCE S00°07'51"E ALONG SAID EAST LINE A DISTANCE OF 20.66 FEET TO A POINT; THENCE S75°20'43"W A DISTANCE OF 26.94 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD COMPANY, SAID LINE ALSO BEING THE SOUTH LINE OF TRACT OF SAID SURVEY; THENCE S78°28'33"W ALONG SAID SOUTH LINE A DISTANCE OF 177.00 FEET TO THE POINT OF BEGINNING. CONTAINS 3,456 SQ FT, 0.0793 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.

(As depicted on Exhibit "B", attached and incorporated herein)

Michael J. Bogina, PS-1655
Olsson, KSLS-114
7301 West 133rd Street, Suite 200
Overland Park, Kansas 66213
(913) 381-1170
mjbogina@olsson.com



DWG: F:\2022\00501-01000\022-00584\40-Design\Survey\SRV\Xref\waterline esmt\V_XESMT_02200584.dwg
DATE: Mar 03, 2022 1:40pm
XREFS: USER: evalentine



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

3/21/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Airport

Marcus Rothchild

AGENDA ITEM HEADING:

Transfer of FAA Non-Primary Entitlement Funds

BACKGROUND:

It is that time of year when the FAA examines expiring Airport Improvement Plan nonprimary entitlement (NPE) funds of sponsors that have no planned project for 2022. Before the FAA will consider other projects, we must first clear the airspace based on FAA standards. Due to the timing of our current projects (Environmental Assessment/Obstruction Removal), the Abilene Municipal Airport has \$138,000 of expiring NPE funds that cannot be used towards a future project. To avoid these funds lapsing from use within the state of Kansas, we request these funds be transferred to a Kansas FY 2022 airport project in need and that is going out to bid soon. FAA has identified the runway and taxiway rehabilitation project at the Fort Scott Municipal Airport as a project in need that will benefit from this transfer. The transfer form must be signed and returned by 3/31/22.

FISCAL NOTE:

The City receives \$138,000/year in entitlement funds from the Airport Improvement Plan. Each airport can bank up to four years of funds at a time. Once this transfer is complete, the Abilene Municipal Airport will still have \$552,000 available for future qualifying projects.

COMMISSION ACTION:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor:

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): ()

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Total		

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: ()

Name of Receiving Airport's Sponsor:

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Signature of Sponsor's Authorized Official: _____

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Signature of Sponsor's Attorney: _____



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

3/14/22

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Parks & Recreation

Kellee Timbrook

AGENDA ITEM HEADING:

Tennis Court & Pickleball Court Lights

BACKGROUND:

The department is requesting approval new lights at the Eisenhower Tennis Courts and Pickleball Courts.

The old wooden poles will be replaced with steel poles, and the lights will be replaced with LED lights that will provide adequate coverage and not spill light into the neighborhood. The electrical box and wires need to be updated to be compliant. The new lights will have a switch that will allow players to turn on and off the lights during a specified time period.

We recommend going with Mid American Courtworks light bid with Max Linder of Abilene installing the poles, lights, and updating the electric. The lights come with a 10 year warranty.

This project was budgeted for 2022 and was part of the Eisenhower Tennis Court Renovation project that will begin the middle to end of March.

FISCAL NOTE:

\$22,400 for poles, lights, attachment arms, and concrete footings.
\$14,575 for Max Linder install

COMMISSION ACTION:

Approve new lighting at Eisenhower Tennis Courts for \$36,975



785-263-2550
419 N. Broadway Abilene, KS 67410
www.abilenecityhall.com

Memorandum

3-14-22

To: Ron Marsh, City Manager and City Commission
From: Kellee Timbrook
Subj: Eisenhower Tennis Courts Lights

The Eisenhower Tennis Courts and Pickleball Courts are scheduled to be renovated, starting the middle to last part of March. The lights at the tennis courts are also in need of updating. We would like to replace the old wooden poles with steel poles and the lights with new LED lights that will give the courts the coverage they need, while not spilling light out into the neighborhood. The electrical box and wires also need updating so they are compliant. The new lights will be installed with a timer that allows players to turn on and off the lights within a specified time frame. This project was budgeted for 2022 with carryover funds from the 2021 Recreation budget.

Due to budget and type of use the tennis courts and pickleball courts will get, it is recommended to go with Mid-American Courtworks light bid, with install done by Max Linder of Abilene.



230 N. Byron Rd.
Wichita, KS 67212



Office/fax: 316.558.5920
Mobile: 316.650.8620
Email: midamericacts@cox.net

DATE: 5-22-19

REVISED: 2-18-21

3rd Revised: 1-7-22

4th Revised: 2-9-22 (Lighting)

ABILENE, KS. TENNIS (pickleball) COURTS

Contractor: Mid-American Courtworks

230 N. Byron Rd., Wichita, KS. 67212

Ph / Fax: (316) 558-5920 / Cell: 650-8620

AND:

TO: CITY OF ABILENE, KS.

Attention: Kellee Timbrook (Director of Parks & Rec. Dept.)
Abilene, KS.

e-mail: (kellee@abilenecityhall.com) Ph.: (785)-263-7266

PROJECT: Refurbishment of 2 existing outdoor tennis courts @ Eisenhower Park. (Courts for both tennis and pickleball play.)

SCOPE OF WORK: Contractor: To provide materials and labor necessary to do the following:

Project Description: The surface is asphalt. The asphalt surface is badly cracked. It needs to be repaired (cracks) but there is no warranty on standard crack repair. Therefore this proposal is to build two (2) new 5-inch thick post-tensioned courts keeping the existing perimeter chain link fence. (120 ft. x 108 ft. area)

Note: Built directly on top of existing 2 courts. An estimated 2-3 inch (Ave.) fine rock base to be installed on top of the old 2 courts and graded. A cable-stressed 5 inch concrete slab is formed and placed. Prior to work, the existing fence fabric to be removed and reinstalled after the post-tensioned concrete slab has been placed. New internal wind-up net posts to be provided with imbedded sleeves. After a 30 day concrete curing period, a new acrylic surface with court lines will be installed, as well as nets with center straps. (Add Costs for painting fence or replacing perimeter fence fabric.

CONCRETE SPECIFICATIONS (Materials and Labor): (2 Tennis Courts: 120 ft. x 108 ft.)

1. Remove the perimeter fence chain link fabric. Keep the fence posts in place. (Add cost to paint posts & fabric)
2. Laser-grade 2-3 inch (Ave.) leveling course of limestone screenings on top of the existing old asphalt courts.
Note: The existing courts fall west to east. Placement of screenings will be done so that final slope of courts west to east has about 1 inch of fall for every 10 lineal feet. (About 11 inches of fall total)
3. Set corner stakes (batter boards) to the future court elevations (with slope).
4. Provide a 12 inch deep by 12 inch wide perimeter thickened edge.
5. Install perimeter forms to the proper surface elevations, planarity and slope.
6. Set new net post sleeves and center strap tie down pins, as well additional tie down pins to lower the tennis net for pickleball.
6. Install 2 layers of 6 ml. plastic. (Vapor barrier)
7. If the perimeter edges of the new slab extend beyond any fence posts, wrap the bottoms of the fence posts as well as any protruding net post sleeves and tie down pins with flexible foam. (This is to minimize resistance by obstructions to the future stress applied to the edges of the new slab.)
8. Install 1/2 inch post-tensioned concrete cables. Cables to be spaced an average of three ft. (2'-9") on center running both directions.
9. Reinforce perimeter edge with #4 rebar running continuously around the edge and secured just in front and on top as well as below the cable anchors. Chair the cables at the cable intersections.

COURT SURFACING • POST-TENSIONED CONCRETE • COURT ACCESSORIES • CONSULTING

"OUR GOAL IS TO EXCEED YOUR EXPECTATIONS"

Pg. 2: Construction Proposal
Eisenhower Park: 2 New Tennis & Pickleball Courts
Date: 12-31-21
Revised: 1-7-22
Lighting Revised: 2-9-22

10. Using a pump truck, place (Laser-screed) a five inch (5") thick concrete slab on top of the cable system.
See recommended concrete mix design below:
4,000 psi concrete shall be mixed and delivered according to ASTM C-94 specifications for ready mixed concrete.
Mix design as follows: Cement--Type I/II, 6 sack unit weight - 142 lbs. per cubic ft., 6 inch maximum slump
Air entrainment - 6%, water/cement ratio - .49/1, 30% rock (1-inch max.)
Mix. 15% fly ash or available additives (water-reducers) to slow down concrete drying time.
11. After and placing and final leveling, apply a broom finish. As soon as it is hard enough to allow foot traffic, spray an acrylic hydro-cure on top of the concrete to help reduce shrinkage cracking. (*Note: Post-T. slabs can form small shrinkage cracks.*)
12. Within 24 hours of pour, remove perimeter forms. Partially stress each cable (30-40%). Within 5-7 days apply a final stress to each cable to the recommended tension. Cable elongations will be measured and recorded to show proper cable tension.
13. Cut the exposed cable edges, and then apply non-shrink grout to those areas.
14. Clean site and back-fill (level) around edges of slab.

FENCE SPECIFICATIONS:

1. After the slab has been poured, the perimeter chain link fence fabric will be re-installed. Cut any exposed fabric above the fence posts due to raising the slab.
2. Repair or replace any damaged fence fabric, damaged rails or bottom tension wire.
3. Existing tennis court fence to have top, middle and bottom tension wire on existing fence. Westside fence (if requested) will be lowered to 4 ft fence except for 20 feet in both north west and south west corners.

NET SPECIFICATIONS:

1. Provide and install black internal-windup 2-7/8" Premier XS posts (Black). Posts set in pre-set sleeves.
2. Provide and install new double-mesh top nets and adjustable center straps. Provide additional center straps for both courts to lower the net for both courts for pickleball play.

SURFACE SPECIFICATIONS: (Non-Cushioned Acrylic Color System)

1. After a 30 day concrete curing period the following steps will be taken to surface the concrete using an acrylic color system as follows: (Surfacing must be done when temperatures are at least 55 degrees for at least 6 hrs. per day and air is dry.)
 - a.) Acid-etch the surface of the concrete and wash off the excess with pressure washer.
 - b.) Apply prime coat.
 - c.) Using Patch Binder, level low spots to within 1/16th inch tolerance. (No standing water deeper than a nickel.)
 - d.) Apply one (1) coat of Acrylic Resurfacer mixed with select sand.
 - e.) Apply two (2) coats of Color mixed with select silica sand. Color(s) to be determined by Owner.
2. Tape, prime, and apply 2 coats of white textured line paint for USTA tennis court play as well as paint (alternate color) lines on both courts for or USAPA pickleball play.

BASE PRICE COST: \$153,800.00 _____ (To Accept Check Here)

ADD COST OPTIONS:

A.) Paint existing fence:

1. Existing fence posts, rails, fence fittings and fabric to be painted with special paint (for metal) by Sherwin Williams primer & color applied to posts, rails and fabric. Paint to be black gloss.
3. Change west side entry gate to 4 ft. width rather than existing 3 ft. width per ADA specifications.

ADD COST: \$5,800.00 _____ (To Accept Check Here)

B.) New Fence Fabric:

1. Install new black fence fabric 1-3/4" diamond mesh for both courts (8 gauge finish).
2. Fabric to be installed on the inside of the fence posts.

ADD COST: \$10,750.00 _____ (To Accept Check Here)

Pg. 3: Construction Proposal
Eisenhower Park: 2 New Tennis & Pickleball Courts
Date: 12-31-21
Revised: 1-7-22
Lighting Revised: 2-9-22

C.) Contractor (Mid-American Courtworks) to provide (Materials Only—Installation by Others)

1. Four (4) 25 ft. round straight steel light poles (5 in. diameter), 11 gauge. (Black)
2. Twelve (12) Shinetoo G-1 LED 400 watt light fixtures (3 per pole)
3. Four (4) Bracket arms for attachment of light fixtures to pole
(www.imclightingllc.com)

ADD COST \$20,400.00 (To Accept Check Here)

D.) Contractor (Mid-American Courtworks) to provide 4 concrete footings.

Footings to have anchor bolts and electrical conduit stubbed out to both sides of the 2 cts.

Conduit to run to 1 designated location where power (transformer) is located.

Note: Installation of poles, fixtures, wiring and lighting controls not included

ADD COST: \$2,000.00 (To Accept Check Here)

Contract Sums and Totals: Owner (City of Abilene, KS.) to pay Mid-American Courtworks the agreed amount

“as selected above”:

\$ _____.

GENERAL TERMS AND CONDITIONS:

1. One (1) year warranty on materials and workmanship.
2. Terms: 10% down. Schedule of Values Sheet with monthly draws on completed work. Balance due upon completion of work. Down payment applied to last pay request. Contract price “includes” applicable sales taxes. Owner to provide State Sales Tax Exemption Certificate to avoid tax on material used.
3. Owner to provide Contractor with water for cleaning and mixing materials.
4. Work scheduled upon receipt of Signed Contract. (Spring / Summer 2022)
5. This proposal is good for 45 days from the origination date (2-9-22).
6. Work to be done when weather is warm and dry, and when Contractor has available crews to properly schedule consistent work. Post-tensioned concrete normally takes 2 weeks to build and 30 days for the concrete to fully cure before it can be surfaced.

SUPPLEMENTAL TERMS AND CONDITIONS:

All material is guaranteed to be as specified. All work to be finished in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within 45 days and is void thereafter at the option of the undersigned.

All work will be guaranteed for labor and materials for a period of one (1) year from the date of substantial completion except for cracking, peeling, bubbling, due to causes beyond contractor's control. Should the materials prove to be defective or the workmanship faulty, the problems will be remedied within a reasonable time from receipt on notice of the problem, determining factors to be weather and crew schedule.

The payment schedule will be required as follow: 10% down with balance due after monthly pay requests. Down payment applied to last pay request.

Owner shall establish suitable access to the construction site. Potable water will be available within one hundred and fifty feet (150') of the site.

If this proposal is accepted, please sign, indicating which alternates (if any) are accepted and return to the **Wichita Office**—230 N. Byron Rd., Wichita, KS. 67212

This proposal is offered by Contractor:
Mid-American Courtworks

ACCEPTED BY—Owner: City of Abilene, KS.

Printed Name: _____

Signed: _____

Signature: _____

Title: _____

Date: _____

Darrel Snyder--CTCB (Certified Tennis Court Builder) Title: _____ Date: _____

Estimate

Linder Electric, Inc.

Max Linder, Owner

310 SE 2nd

Abilene, KS 67410

Date:

March 16, 2022

(Quote expires in 10 days)

785-280-0389 (cell)

785-263-8119 (office)

Mailing Address:

Abilene Recreation

Abilene,KS

Attn: Keelee

Job Location:

Tennis Court Lights

Description:

To Include:

[illegible]

Estimate: \$ 14,575.00

Tax Not Included

Please call if you have any questions.

Max Linder

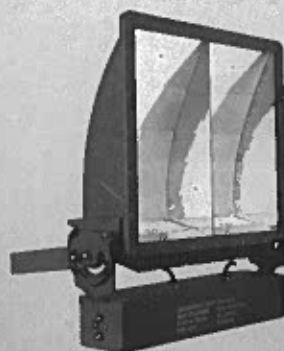
If Performance Bond is required, 5% of total estimate will be added.

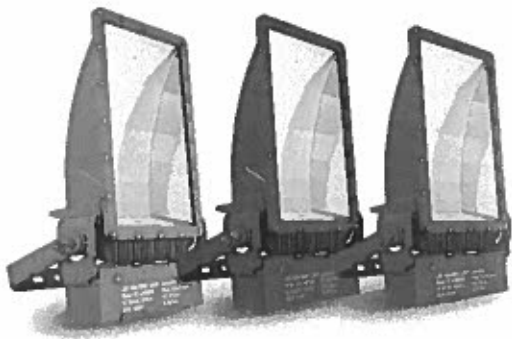
shinetoo®

LED Lighting



- Instant On/Off
- Full Cut-off
- Saving upto 70% Energy
- No Arm Needed

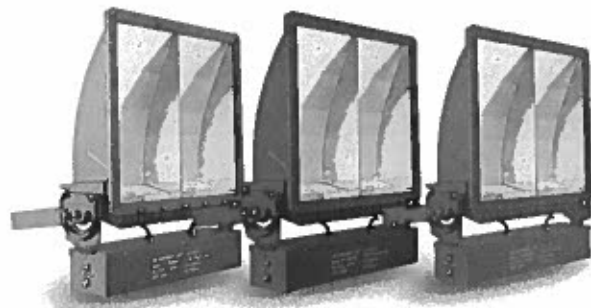




G1-S1 LED

High Mast Lights

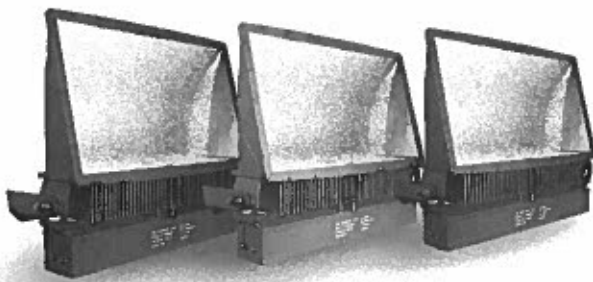
100W 150W 200W



G1-S2 LED

High Mast Lights

300W 400W



G1-S3 LED

High Mast Lights

500W 600W 800W



IP65



CB

SAA



NICHIA

- Anti-Glare
- Asymmetric Indirect Light Design
- Full Cut-off

Anti-Glare

Shinetoo's full-cut off LED tennis court light is an asymmetric indirect anti-glare lighting design that can minimize the glare rate and project the illuminating light to the ground through downward reflection, thereby protecting players and the audience from glare.

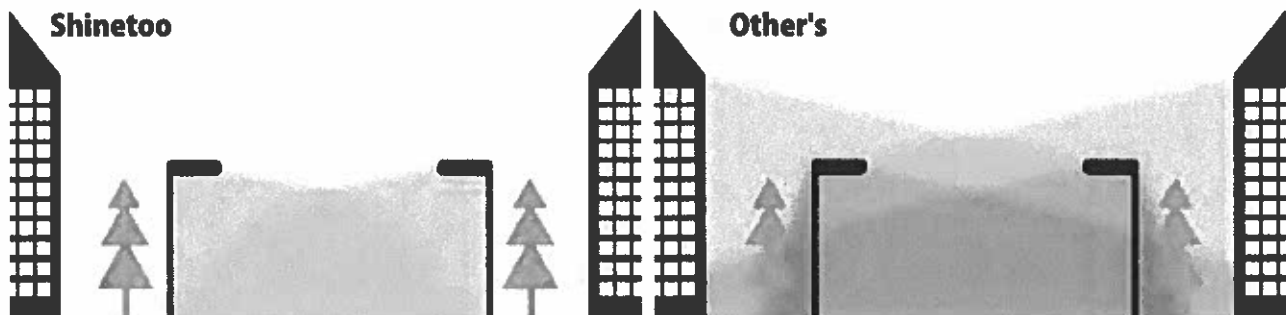
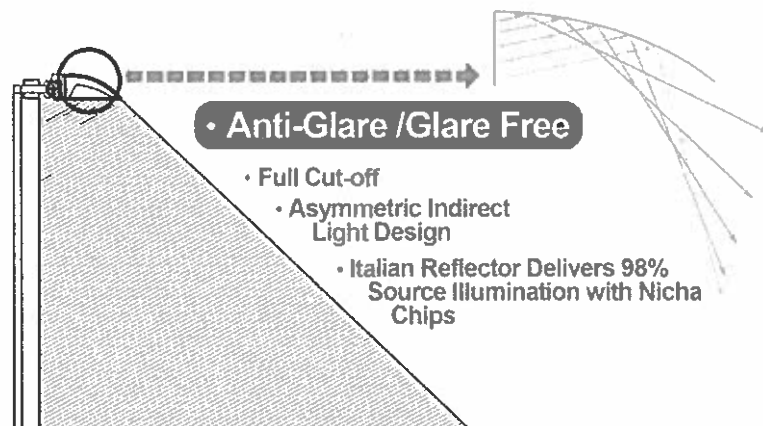


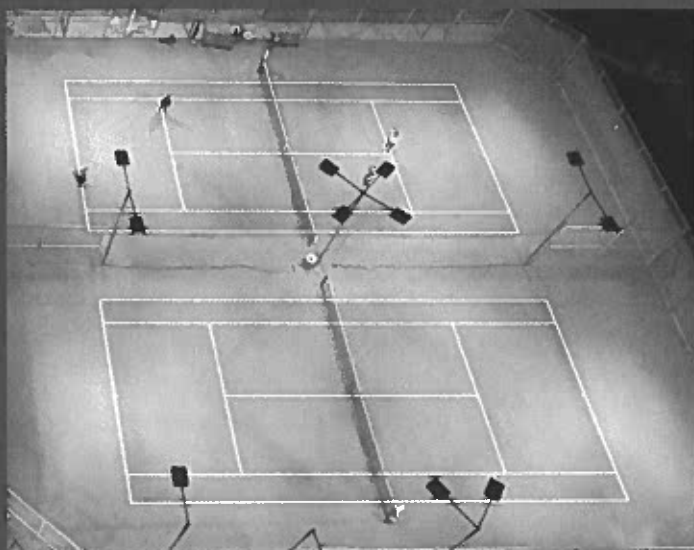
Glare is a very annoying factor for tennis courts, but many tennis court lighting suppliers ignore it or lack solutions. Anti-glare tennis lights are very important to properly illuminate the tennis court.

Spill Light Control

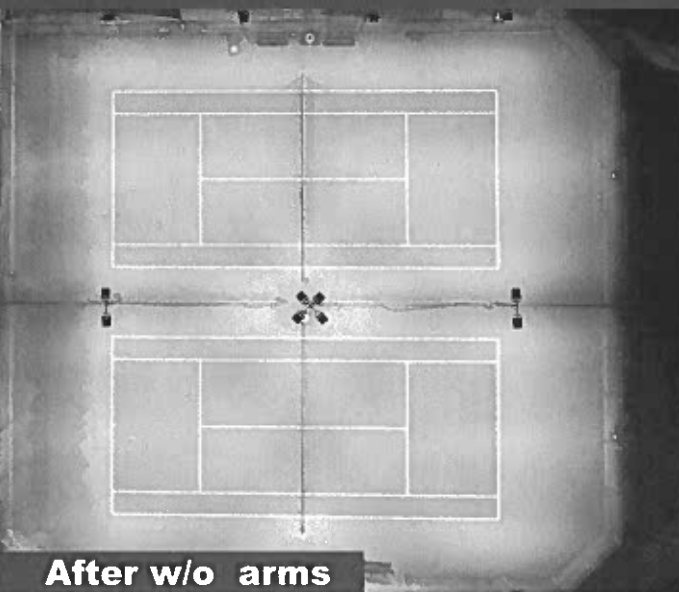
Spill light refers to the light falling outside the object to be illuminated, it is a kind of light pollution.

When using outdoor tennis court lighting, the court area needs to be bright enough, not around the court. Shinetoo's tennis courts have a spill-proof light control function, which helps to illuminate the tennis courts correctly.





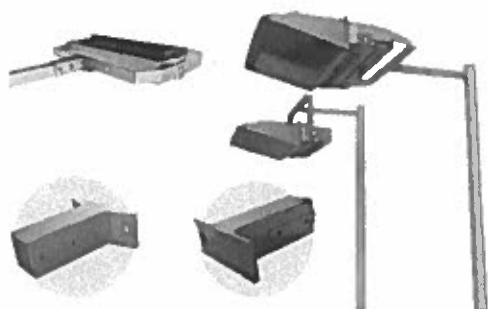
Before w/arms



After w/o arms

Different Mounting options to fit your court needs

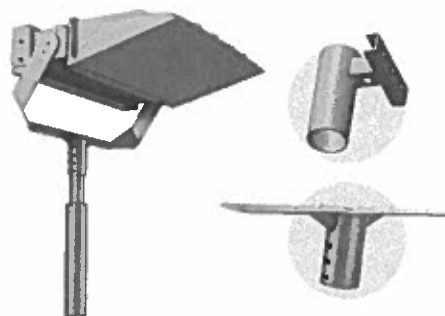
• Square Pole



• Multi-use



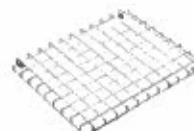
• Round pole



• Accessories



COVER ASYMMETRICAL



PROTECTIVE GRID



LOUVER ASYMMETRICAL

Quote

Date: February 17, 2022
To: Kellee Timbrook
City of Abilene

Project: Abilene Tennis
Abilene, KS
Ref: 217710

Quotation Price – Materials Delivered to Job Site and Installation

(2) Tennis Courts – 30fc\$ 56,275
Adder for Cornhole Area -\$ 3,000 (\$59,275)

*Sales tax and bonding of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5:1

System Description

- (4) Pre-cast concrete bases with integrated lightning grounding
- (4) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- UL Listed assemblies

Control Systems and Services

- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

- Installation of tennis court lighting.
- (4) Musco Poles with total 9 fixtures and controller.
- We will utilize existing 240volt single phase overhead service. (will remove existing disconnect and timer and replace basically from load side of meter on.)
- Will also use existing underground and extend as needed.
- No rock or objectionable excavation (example foundations rubble) No dewatering.
- Public utilities locates by Dig Safe. Locates of private utilities by owner.
- No replacement of paving removed during project.
- Price includes removal of 3 wood poles cut flush with existing grade. (provided Utility company to cover existing power line)



Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Delivery Timing

8 – 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, Single Phase electrical system requirement and to be confirmed prior to production.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.
- Separate contracts required for materials and installation.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brad Thompson
Musco Sales Representative
Musco Sports Lighting, LLC
Phone: 641-660-9554
E-mail: brad.thompson@musco.com



Introducing

TLC[®] for LED

Total Light Control[™]




Lighting

We Make It Happen.

TLC[®] for LED[®]

Total Light Control[™]

Continuing the commitment to excellence...
Keeping good lighting affordable...
Guaranteed for 25 years, from foundation to poletop.

Light-Emitting Diode (LED) is a new tool but the issues for sports lighting are the same. For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. While LED saved energy, for a typical recreational facility the hours of operation weren't great enough to offset the higher cost.

We've researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known.

We've paired our expertise in controlling light with the advancing output of LED to the point where we're confident it's a cost-effective option to consider for recreational facilities. With our patented BallTracker[™] technology, in-flight balls "pop" against night skies so that tracking the ball is easier than ever before.

The result is a system that makes Musco's great lighting even better.

Better for players...

who want to perform their best and be able to track the entire flight of the ball.

Better for neighbors...

who don't want glare in or around their homes or lights left on when not in use.

Better for the night sky...

with bright, uniform light directed onto the field and not spilling above it.

Better for your budget...

an affordable system that's built to last and control operating costs.

And...you can mark maintenance off your list for 25 years!

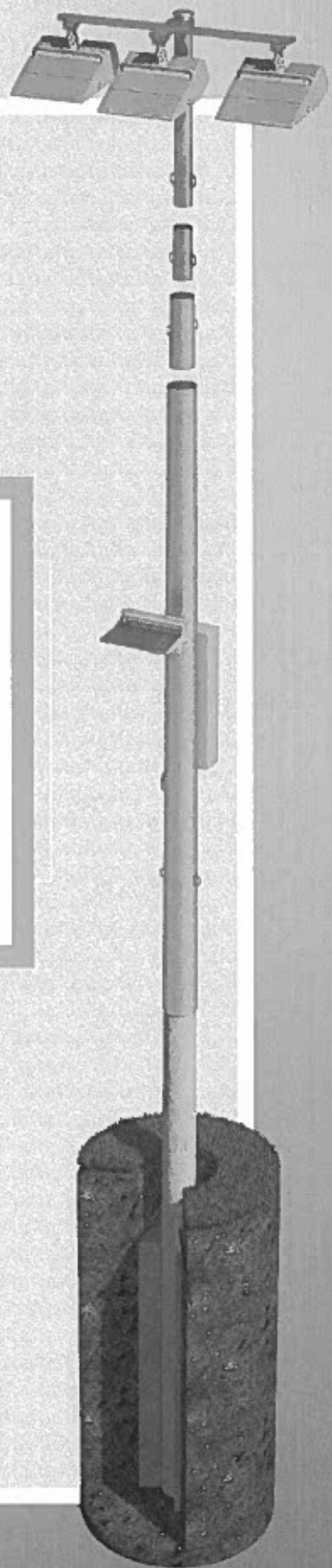
The Musco Team looks at the combination of issues to achieve the best solution to meet your needs—from structures, to quality of on-field light, to off-site impact, to energy and costs.

Control

from foundation to poletop...

from the light source to the field,
preserving the night sky...

assuring the results you expect,
day 1... year 1... and for 25 years.



Still Light-Structure System™...

5 Easy Pieces™ complete from foundation to poletop.

Our Light-Structure System™ has delivered long-term performance for thousands of customers around the world.

Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function.

We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.

The Light-Structure System™ adapts to support both LED and metal halide light sources.

25 years of proven performance

from the foundation to the poletop.



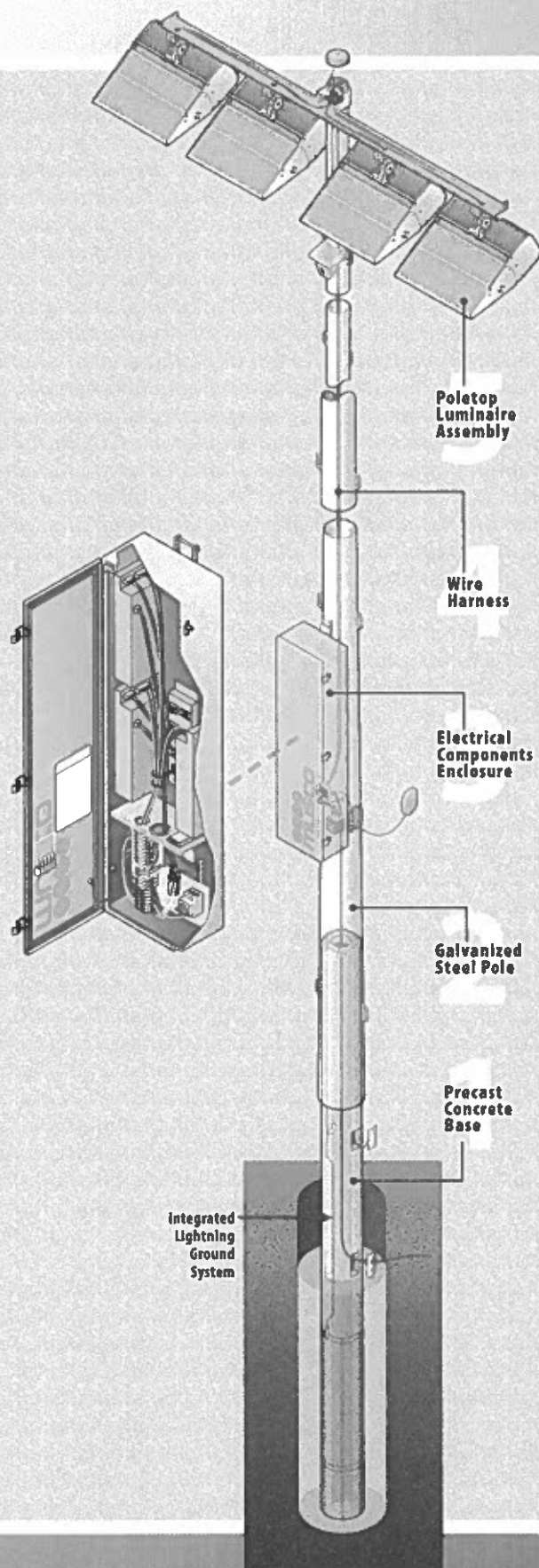
TLC for LED®
Total Light Control™



Other Light Source Option
Green Generation® Lighting.
Metal Halide
10 year warranty

"LEDs must be carefully integrated into lighting fixtures. The efficiency of a poorly designed fixture that uses even the best LEDs will be only a fraction of what it would be if the fixture were well-designed, and the design can also affect lumen maintenance."

— U.S. Department of Energy
www.energy.gov/eere/silled/basics



Linder Electric, Inc.

Estimate

Linder Electric, Inc.

Date:

2/14/2022

Max Linder, Owner

310 SE 2nd Street

Abilene, KS 67410

(Quote expires in 10 days)

785-280-0389 (cell)

785-263-8119 (office)

Mailing Address:

Abilene Recreation

Abilene, KS

Attn: Kellee Timbrook

Tennis Court Lights

Description:

To Include:

[illegible]

Estimate:

Tax Not Included

Please call if you have any questions.

Max Linder

If Performance Bond is required, 5% of total estimate will be added.



Color: Bronze

Weight: 75.0 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	2.21A
208V	1.25A
240V	1.09A
277V	0.97A
Input Watts	260.1W

LED Info

Watts	260W
Color Temp	5000K (Cool)
Color Accuracy	72 CRI
L70 Lifespan	100,000 Hours
Lumens	31,249
Efficacy	120.1 lm/W

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities. DLC Product Code: PWDXFUNP

Performance

Lifespan:

100,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semiCircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

Effective Projected Area:

EPA = 5

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Thermal Management:

Superior thermal management with external "Air-Flow" fins

Lens:

Tempered glass lens included

Housing:

Die-cast aluminum with airflow fins for cooling

Mounting:

Slipfitter with 180° pivot available for mounting on 2 3/8" tenon

IP Rating:

Ingress Protection rating of IP66 for dust and water

Reflector:

Vacuum-metalized polycarbonate



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

03/21/2022
03/28/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administrative/Community Development

Ron Marsh

AGENDA ITEM HEADING:

Land Bank Policy Draft Resolution and Lot Purchase Application Form

BACKGROUND:

The intent and purpose of establishing Golden Belt Heights as an RHID, and having an agreement with Heartland Housing Partners, is to sell and build on the lots as expeditiously as possible. This benefits the city by allowing the taxes generated by new building to pay down the debt service.

The attached resolution sets policy for purchasing lots in Golden Belt Heights. The Lot Purchase Application Form provides the purchaser's intent.

FISCAL NOTE:

None

COMMISSION ACTION:

Review and direct staff

RESOLUTION NUMBER _____

**A RESOLUTION ESTABLISHING A POLICY FOR THE CITY OF ABILENE,
KANSAS LAND BANK'S SALE OF LOTS WITHIN THE GOLDEN BELT HEIGHTS
SUBDIVISION.**

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CITY OF
ABILENE, KANSAS LAND BANK:**

I. Purpose.

The Land Bank, without competitive bidding, intends to sell individual lots within the Golden Belt Heights Subdivision a/k/a Highlands ("Development") for the purchase price of \$7,500.00. The Land Bank's sale of lots shall be for the purpose of transferring lots to buyers demonstrating a bond-fide intention to construct a single-family dwelling within the Development. This policy is intended to set forth the policies and procedures for the sale of lots owned by the Land Bank within the Development.

II. Policies and Procedures Governing the Sale of Properties.

- A. The City Manager is authorized to sell lots within the Development in accordance with the terms of this policy. All revenue derived from the sale of lots will be used for the Land Bank's purposes and operations, or paid to the City of Abilene and used for payment or reimbursement for prior payment of past, present, and future special assessments levied against property within the Development.
- B. To purchase a property, interested parties must complete and submit to the City Manager an application, in the form attached hereto as Exhibit A. The City Manager is authorized to request additional information in connection with the application process, as may be reasonably determined by the City Manager to be necessary in order to review and evaluate the application in accordance with the terms of this policy.
- C. Upon receipt of a completed application, the City Manager shall review the application to confirm compliance with the requirements of this policy, and to confirm the applicant's eligibility for, and ability to satisfy, the terms and conditions of the Lot Purchase Agreement attached hereto as Exhibit B.
- D. Any applicant to purchase a lot shall satisfy the following requirements:
 - 1. The applicant shall attach to the submitted application copies of an elevation, floor plan, and site layout for the proposed single-family dwelling, evidencing compliance with the requirements of the covenants and restrictions recorded against the Development;
 - 2. The applicant shall demonstrate adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family dwelling;

3. The applicant, and its principals and affiliates, shall not be in breach or violation of any other Lot Purchase Agreement previously entered into with the Land Bank.
 4. The applicant shall not own or have any interest in other property located in Dickinson County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.
- E. If the City Manager determines that an applicant has complied with the requirements of this policy and is eligible for a contract, the City Manager is authorized to enter into a Lot Purchase Agreement with the applicant in a form substantially similar to the form attached hereto as Exhibit B. The City Manager is further authorized to execute such other documents, including a deed, in order to consummate and close the transaction contemplated by the executed Lot Purchase Agreement.
- F. Each Lot Purchase Agreement shall provide for the sale of the subject lot to the buyer for the purchase price of \$7,500.00; provided, however, that the purchase price to be paid by the buyer of more than one lot for the purpose of constructing a single-family dwelling structure on combined lots shall be determined by the City Manager, based on the City Manager's evaluation of the purchase price amount that is necessary to replicate the City of Abilene's expected economic circumstances if a separate single-family dwelling were to be constructed on each of the separate lots.
- G. The applicant is responsible for complying with all applicable City Codes and development requirements, including zoning and building permits. Transfer of property by the Land Bank does not guaranty the applicant will be able to meet these requirements.
- H. An applicant that meets the eligibility criteria set forth in this policy may reserve up to two (2) times the number of lots upon which homes are currently being constructed by such applicant, so long as such applicant is in compliance with the terms of the applicant's existing contract(s) upon which construction is occurring. The lot reserve will be in the form of a right of first refusal. If another qualified applicant has met the criteria of the application and desires to purchase a reserved lot and the current right of first refusal holder is unable to immediately purchase the lot and begin building within the terms of the contract, the other qualified buyer shall be entitled to purchase the reserved lot and commence construction.
- I. The City Manager is authorized to develop and implement administrative regulations and policies to implement the terms of this policy resolution.
- J. This resolution shall be in full force and effect from and after its adoption.

Adopted by the Land Bank Board of Trustees and signed by the Chairperson this ____ day
of March, 2022.

(SEAL)

Dee Marshall, Chairperson

ATTEST:

Shayla Mohr, City Clerk

**City of Abilene, Kansas Land Bank
Lot Purchase Offer and Application**

This Lot Purchase Application, if signed and submitted to the City of Abilene Land Bank, constitutes an offer to purchase a lot in the Golden Belt Heights Subdivision in Abilene, Kansas, for the sum of \$7,500.00, for the purpose of constructing a single-family home pursuant to the terms and conditions of the Land Bank's standard Lot Purchase Agreement. If you wish to purchase more than one property, use a separate application for each property. Submitting an application does not commit the Land Bank to sell or transfer property.

1. Name of Applicant(s): _____
A. Address: _____
B. Telephone: _____
C. Email: _____

2. General Contractor/Builder: _____
A. Address: _____
B. Telephone: _____
C. Email: _____

3. Subcontractor(s) (if known): _____

4. If Applicant's offer to purchase a lot is accepted by the Land Bank, Applicant represents that Applicant intends to construct a single-family home on the purchased lot. Copies of the following documents for proposed single-family home must be attached to the submitted application:

*Applicant
Initials*

1. Elevation	_____
2. Floor Plan	_____
3. Site Layout	_____

5. _____ (*Initials required.*) Applicant represents that Applicant has adequate funding and financial ability and capacity to undertake and finance the proposed construction of the single-family home. A description of the source and sufficiency of funding to complete the project must be attached to the submitted application.

6. _____ (*Initials required.*) Applicant represents that Applicant does not own or have any interest in other property located in Dickinson County, Kansas that has delinquent taxes, unpaid special assessments, or un-remediated code violations.

7. _____ (*Initials required.*) Applicant represents that, if Applicant enters into a Lot Purchase Agreement with the Land Bank, Applicant intends to diligently pursue a building permit for the construction of the single-family dwelling, and to diligently pursue the completion of construction within 365 days of securing a building permit.

8. Applicant furnishes the following references who are personally known to applicant and have knowledge of applicant's ability to enter into and perform the terms and conditions of a Lot Purchase Agreement.

Financial institution reference:

- A. Name: _____
- B. Address: _____
- C. Telephone: _____
- D. Email: _____

Business or personal reference:

- A. Name: _____
- B. Address: _____
- C. Telephone: _____
- D. Email: _____

I certify that I am authorized to execute this Application and any subsequent agreement on behalf of the Applicant. I further understand that if there are material omissions of information requested by this Application or deliberately false answers, the City may revoke any permit it has granted in reliance on the answers provided by on this Application and/or terminate any Lot Purchase Agreement entered into with Applicant in reliance on the information contained in this Application.

Signature of Applicant(s): _____ Date: _____

Signature of Co-Applicant: _____ Date: _____

Title(s) (if applicant is an entity)