



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
January 22, 2024 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: ____Rein ____Miller ____Kollhoff ____Witt ____Meysenburg
3. Pledge of Allegiance
4. Approval of the Agenda for the January 22, 2024, City Commission Meeting
5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.
 - a. Meeting Minutes for January 8, 2024, Regular Meeting
 - b. Appoint of Kim Shafer to the Sister City Board – fill an unexpired term ending January 2025
6. Public Comments and Communications
 - a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
 - b. Catholic Schools Week Proclamation
7. Business Items
 - a. Consider approval Resolution 012224-2 – A RESOLUTION AMENDING THE WATER CONSERVATION PLAN OF THE CITY OF ABILENE, KANSAS. – Ron Marsh, City Manager
 - b. Consider approval of Olsson Master Agreement Work Order No. 5A, Design and Bidding Phase for the Displaced Threshold, expanded to replace the PAPIs and REILs on Runway 35 in the amount of \$72,500.00. – Leann Johnson, Finance Director

- c. Consider approval of Olsson Master Agreement Work Order No. 1 for Construction Inspection and Material Testing Services for the Oak, Olive and Kuney Street Waterline Replacement Project in the amount of \$32,635.00. – Ron Marsh, City Manager
- d. Consider approval of an Architectural Services Agreement with BNN Architects for the Water Treatment Plant roof replacement. – Ron Marsh, City Manager
- e. Consider approval of the Developers Agreement and License Agreement for the Golden Belt Heights West Multifamily LLC Project. – Ron Marsh, City Manager
- f. Consider approval of Ordinance No. 24-3443, AN ORDINANCE APPROVE THE ABILENE COMPREHENSIVE PLAN 2024-2045. – Kari Zook, Community Development Director

8. Items for discussion

- a. Well No. 16 Rehabilitation – Brad Anderson, Public Works Director
- b. 4th Quarter Treasurer's Report – Leann Johnson, Finance Director

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to adjourn the January 8, 2024, City Commission Meeting.



ABILENE LAND BANK BOARD OF TRUSTEES - MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
January 22, 2024 - 4:00 pm

THIS MEETING WILL BE HELD IMMEDIATELY AFTER THE REGULAR CITY COMMISSION MEETING

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive**

1. Call to Order
2. Roll Call: ___ Rein ___ Miller ___ Kollhoff ___ Witt ___ Meysenburg

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

3. Agenda approval for January 22, 2024, Land Bank Board of Trustees meeting.
4. Meeting minutes: September 11, 2023, Land Bank Board of Trustees meeting.

Public Comments and Communications

5. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

6. Consider approval of the Lot Purchase Agreement with Golden Belt West Multifamily, LLC for Lot 1, Block 3, in the Golden Belt Heights West subdivision. – Ron Marsh, City Manager

Adjournment

8. Consider a motion to adjourn the January 22, 2024, Land Bank Board of Trustees meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 pm.



12. Call to Order – January 22, 2024, City Commission Study Session

13. January 22, 2024, City Commission Study Session Agenda

- a. Resolution calling for Public Hearing on RHID for Downtown Lofts by Rural Rental, LLC – Kari Zook, Community Development Director
- b. Ordinance regarding towing of vehicles from private property – Anna Hatter, Police Chief
- c. Floodplain Ordinance – Ron Marsh, City Manager

14. Consider a motion to adjourn the January 22, 2024, City Commission Meeting.

Future Meeting Reminders

*Public Meeting Fall KDOT Cost Share Grant-14th and Van Buren intersection, January 23, 2024, 6 pm Abilene Public Library

*City Commission Regular Meeting, February 12, 2024, at 4 p.m.

*City Commission Study Session, February 12, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, February 26, 2024, at 4 p.m.

*City Commission Study Session, February 26, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
January 8, 2024 @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Witt, Commissioners, Kollhoff, Rein, Miller and Marshall.

Staff Present: City Manager Marsh, City Clerk Mohr, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Public Works Director Anderson, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Water Treatment Plant Operator Blacketer, Administrative Manager-Public Works Hiatt, and Administrative Assistant Olson.

3. Pledge of Allegiance

4. City Commission Installation

Mayor Will presented outgoing Commissioner Dee Marshall with a plaque and thanked her for her years of service on the City Commission.

City Clerk Mohr gave the Oath of Office to newly elected Commissioners Brandon Rein, Wendy Miller and Amy Meysenburg.

5. Selection of Mayor

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to nominate Brandon Rein as Mayor. Roll call vote: Miller YES, Meysenburg YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 5-0.

6. Selection of Vice-Mayor

Motion by Commissioner Witt, seconded by Commission Kollhoff, to nominate Wendy Miller as Vice-Mayor. Roll call vote: Witt YES, Kollhoff YES, Miller YES, Meysenburg YES, Rein YES. The motion carried 5-0.

Agenda

7. Approval of the Agenda for the January 8, 2024, City Commission Meeting

Commissioner Kollhoff asked to amend the agenda to table item 11a until the January 22nd City Commission meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the amended agenda. Roll call vote: Kollhoff YES, Miller YES, Meysenburg YES, Witt YES, Rein YES. The motion carried 5-0.

Consent Agenda

8. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

- a. Meeting Minutes for December 11, 2023, Regular Meeting
- b. Approval of appointments/reappointments to the following Boards and Commissions:
 1. Corey Jones – Tree Board – 3-year term, expiring January 2027
 2. Penni Zelinkoff – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
 3. Matt Mead – Planning Commission/Board of Zoning Appeals, 3-year term, expiring January 2027
 4. Jim Price – Airport Board, 3-year term, expiring January 2027
 5. L. Steve Cathey – Airport Board, 3-year term, expiring January 2027
 6. Jeremy Gorman – Airport Board, 3-year term, expiring January 2027
 7. Corina Ryland – Sister City Board, 3-year term, expiring January 2027
 8. Rev. Eric Anderson – Sister City Board, 3-year term expiring January 2027
 9. Kevin Unruh – Sister City Board, 3-year term expiring January 2027
 10. Kim McDowell – CVB Board, 3-year term expiring January 2027
 11. Ross Boelling – CVB Board, 3-year term expiring January 2027
 12. Nanc Scholl – Heritage Commission, 3-year term expiring January 2027
 13. Mary Burtzloff – Heritage Commission, 3-year term expiring January 2027

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the consent agenda as presented. Roll call vote: Miller YES, Meysenburg YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0.

9. Public Comments and Communications

- c. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

There were no public comments or communications.

- a. National Stalking Awareness Month Proclamation – Angela White, DVACK Sexual Assault Advocate
- b. National Slavery and Human Trafficking Prevention Month Proclamation – Angela White, DVACK Sexual Assault Advocate

10. Business Items

- a. Consider approval Resolution 010824-1, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Miller, seconded by Commissioner Kollhoff, to approve Resolution No. 010824-1, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS. Roll call vote: Meysenburg YES, Witt YES, Kollhoff YES, Miller YES, Rein YES. The motion carried 5-0.

- b. Consider approval of Ordinance No. 24-3442, AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-507, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATE RATES WITHIN THE CITY OF ABILENE, KANSAS; AN REPEALING EXISTING SECTIONS 7-507, 7-901, AND 7-902.

Commissioner Kollhoff asked that the discussion of the water rates for Rural Water District No. 1 be added to a future agenda.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Ordinance No. 24-3442, AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-507, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATE RATES WITHIN THE CITY OF ABILENE,

KANSAS; AN REPEALING EXISTING SECTIONS 7-507, 7-901, AND 7-902. Roll call vote: Witt YES, Kollhoff YES, Miller YES, Meysenburg YES, Rein YES. The motion carried 5-0.

11. Items for Discussion

- a. Consider Resolution No. 010824-2, A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (DOWNTOWN LOFTS REINVESTMENT INCENTIVE DISTRICT).

This item was tabled until the January 22, 2024, City Commission meeting.

12. Reports

- a. City Manager's Report

At the start of 2024, there are three major infrastructure projects in the City:

- 14th Street Improvements
 - * The first section of the utility path on the north side has been completed. This is in front of the cemetery.
 - * Storm drains at 14th Street and Cedar on the north side have been completed.
 - * A wayward fiber line has been relocated.
 - * Grading and Soil samples were taken last week on the section between Buckeye and Cedar.
- CCLIP project on Buckeye between SE 6th Street and UPRR
 - * Storm drain work continues
- Oak, Olive and Kuney Street Waterline replacement project
 - * Equipment has been moved in, and preliminary work in city ROW has begun.

The public hearing for the Comprehensive Plan will be on January 16, 2024, during the Planning Commission meeting. It will take place in the commission meeting room of the library at 4 pm.

- If the Planning Commission approves the Comprehensive Plan, the plan will go before the City Commission for acceptance at the January 22 regular meeting.

The fencing for the Ted & Mid Viola Dog Park has been installed. Some finishing touches need to be done, and the park will be ready for use. Expect some type of ribbon-cutting ceremony to be held soon.

The CVB office remodel is scheduled to begin on January 22. They have begun moving into the big room to operate until construction is completed.

The League of Kansas Municipalities will host a New City Officials Webinar on January 9, 2024, from 11:30 am to 1:30 pm. We plan to have it available in the Jordan Room at the Library for those who would like to attend.

Local Government Day is Wednesday, January 24, 2024, in Topeka. If you would like to attend, please let Shayla or me know by Friday so we can register you. We will meet with our legislative representatives in the morning, attend a League policy review and legislative panel in the afternoon and attend a reception with legislators.

Abilene will host the Wichita State Center for Economic Development and Business Research Dickinson County Community Outlook Conference on Friday, February 2, 2024, from 1:00 pm to 3:00 pm in the Community Center multi-purpose room. Please contact Leann if you would like to attend and haven't already registered.

The community meeting for the 14th and Van Buren Street intersection project is tomorrow night, January 9, 2024, from 6:00 pm to 8:00 pm in the commission room in the library.

13. Executive Session

- a. Executive Session: Motion by Commissioner Miller, seconded by Commissioner Kollhoff, for the City Commission recess into executive session for ten minutes to discuss amendments to the City Manager's employment agreement based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at 4:37 pm. Roll call vote: Kollhoff YES, Miller YES, Meysenburg YES, Witt YES, Rein YES. The motion carried 5-0.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve an Amended and Restated City Manager Employment Agreement to make certain amendments to the City Manager's employment agreement as described by City Attorney Martin. Roll call vote: Kollhoff YES, Miller YES, Meysenburg YES, Witt YES, Rein YES. The motion carried 5-0.

14. Recess of Regular Meeting

- a. Consider a motion to recess the January 8, 2024, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to recess the January 8, 2024, City Commission Meeting for ten minutes at 4:40 pm. Roll call vote: Miller YES, Meysenburg YES, Witt YES, Kollhoff YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin at 4:50 pm.

15. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:50 pm.

16. January 8, 2024, City Commission Study Session Agenda

- a. WSU Sports Feasibility Study Presentation – Nigel Soria, Research Economist & Data Scientist, WSU
- b. Olsson Work Order 5A (amendment) for the Airport Displaced Threshold Project – Finance Director Leann Johnson
- c. Olsson Inspection and Testing Services Agreement for Waterline Replacement Project – City Manager Ron Marsh
- d. Resolution adopting Water Conservation Plan – City Manager Ron Marsh
- e. Architect's proposal for the design of the Water Treatment Plant roof replacement – City Manager Ron Marsh
- f. Golden Belt West Lot Purchase Agreement, Developers Agreement, License Agreement – City Manager Ron Marsh and Community Development Director Kari Zook

17. Adjournment

- a. Consider a motion to adjourn the January 8, 2024, City Commission Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the January 8, 2024, City Commission Meeting at 5:49 pm. Roll call vote: Meysenburg YES, Witt YES, Kollhoff YES, Miller YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Sister City Board Appointment

Department: FI

Staff Contact: Leann Johnson, Finance Director

Background:

Kim Shafer has applied for a position on the Sister City Board. This appointment would fill the unexpired term of Mary Jean Eisenhower who stepped down January 2024 – end of term is January 2025.

Recommendation:

Consider appointment of Kim Shafer to the Sister City Board.

Fiscal Note:

None

Funding Source:

N/A



APPLICATION FOR APPOINTMENT TO CITY OF ABILENE BOARDS OR COMMISSIONS

Note: Application will remain active for three years from the date signed.

Name of Applicant: Kim Shafer Address: 1714 NW 10th St., Abilene, KS 67410

How many years have you resided in Dickinson County? 13 ☐ Registered voter? yes

Home Telephone: Mobile 308-870-0081 Work Telephone: NA Email: shepherd4@eaglecom.net

Board or Commission Applying For: Sister City Board Type of work is employed in (1) Retired Teacher

Please state why you are interested in serving on this Board/Commission/Council and indicate what expertise and/or capabilities you would bring to this Board/Commission/Council. (please use extra space on back as needed.)

I have an interest in and dedication to our Sister City relationship with Omitama, Japan. We have hosted youth delegates on several occasions, and we have had the opportunity to travel with the delegation to Omitama. I ~~can~~ consider several of the people I have met as lifelong friends. I would like our Sister City Program to continue for another 40 years. I feel →

(1) Some restrictions apply to City Board or Commission appointments, so this information is needed to assure compliance with these restrictions

What other boards (city, county, school, hospital, etc.) or elected offices are you currently serving on? What other boards (city, county, school, hospital, etc.) or elected offices have you served on?

I am currently on the Friends of Sister City Board.

Please list any present and past community volunteer activities:

I volunteer at Great Plains Theatre on a regular basis. In the past I assisted with our local boy scouts and girl scouts.

To the best of your knowledge, would the appointment on your desired Board/Commission/Council create any conflicts of interest due to your employment or business endeavors? If yes, explain.

No

Signature of Applicant: Kim Shafer Date: 1/10/2024

Received by Administrative Assistant: Kelcie Olson [Signature] Date: 1/10/2024

Return completed application to:

City of Abilene
PO Box 519
Abilene, KS 67410-0519

I can bring experience and assistance to the board.

Proclamation

Catholic School's Week 2024

January 28, 2024, through February 3, 2024

WHEREAS, St. Andrew's Catholic School, Abilene, Kansas has been an educational institution in our community for over 60 years; and

WHEREAS, students and alumni of St. Andrew's Catholic School provide vital contributions to our community; and

WHEREAS, the staff, volunteers and families associated with St. Andrew's Catholic School and St. Andrew Parish are committed to carrying on its tradition of excellence; and

WHEREAS, the on-going support of this community and its citizens contributes to St. Andrew's ability to achieve its mission;

THEREFORE, I, Brandon Rein, Mayor of the City of Abilene, Kansas do hereby proclaim January 28, 2024, through February 3, 2024, to be Catholic Schools Week.

I encourage all citizens of Abilene to recognize the many accomplishments and opportunities that this outstanding school provides to our community.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Abilene, Kansas, to be affixed. This is the 22nd day of January 2024.

(ATTEST)

Brandon Rein, Mayor

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Resolution Adopting Updated Water Conservation Plan

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

The City of Abilene Water Conservation Plan (WCP) is required to be updated every three years. The last update was May 11, 2020.

Attached is a draft of the WCP update. The draft has been reviewed by the Kansas Water Office and if adopted by the Abilene City Commission, it will be sent to the Kansas Division of Water Resources for final signature.

The major change to the plan will be the first paragraph on page 5. If the 1% increase for water base tier rate is approved, this paragraph will need to be updated.

Another change is to the labels of stage 2 & 3 of the drought response (page 9 & 11):

Stage 2: Watch Warning to Water Watch

Stage 3: Watch Emergency to Water Emergency

In the event of a Water Emergency, the plan aligns with Section 7-1006 of the City Code that allows the Governing Body to adopt emergency water rates in response to each declared emergency, rather than beforehand.

If the WCP is adopted at the January 22, 2024, regular meeting, Article 10 Water Conservation will need to be updated at a subsequent meeting.

Recommendation:

Consider approving Resolution 012224-2 Adopting a Water Conservation Plan for the City of Abilene.

Fiscal Note:

NA

Funding Source:

NA

RESOLUTION NUMBER 012224-2

A RESOLUTION AMENDING THE WATER CONSERVATION PLAN OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene is subject to environmental and operational situations whereby water conservation is necessary and prudent; and

WHEREAS, the City of Abilene desires to amend and restate its Water Conservation Plan.

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

Section 1. Water Conservation Plan. The Water Conservation Plan of the City of Abilene, Kansas, is hereby amended and restated in the form attached hereto as **Exhibit A**.

Section 2. Implementation. The City Manager shall be authorized to implement the Water Conservation Plan, in cooperation with area partners, as provided in the plan and in applicable resolutions, ordinances, and laws.

Section 3. Repeal. All former versions of the Water Conservation Plan are hereby repealed in their entirety.

Section 4. Effective Date. This Resolution shall take effect and be in force after its approval by the Governing Body.

Adopted by the Board of Commissioners and signed by the Mayor this 22nd day of January, 2024.

Brandon Rein, Mayor

(SEAL)

ATTEST:

Shayla L.Mohr, CMC, City Clerk



MUNICIPAL WATER CONSERVATION PLAN CITY OF ABILENE November 2023



Adopted January 22, 2024, Resolution 012224-2

Municipal Water Conservation Plan
for the City of Abilene

TABLE OF CONTENTS

INTRODUCTION3

DEFINITIONS..... 3

LONG TERM WATER USE EFFICIENCY3-6

 Water Use Conservation Goals3

 Water Conservation Practices.....4

 Education4

 Management4

 Regulation6

DROUGHT RESPONSE.....7-12

 Stage 1: Water Watch 7

 Stage 2: Water Warning.....9

 Stage 3: Water Emergency 11

PLAN REVISION, MONITORING AND EVALUATION..... 13

INTRODUCTION

The primary objectives of the Water Conservation Plan for the City of Abilene are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought Response Section) to assure the city customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

The City of Abilene has undertaken several steps to ensure a dependable water supply. The water supply for our city is obtained from wells drilled in 1945-2022 and takes water from the Sand Springs Aquifer and the Smoky Hill River Alluvium. Treated water storage facilities consist of three 500,000-gallon tanks, of which two are ground-level tanks and one is elevated, plus one 250,000-gallon elevated tank. The City of Abilene believes that our Municipal Water Conservation Plan represents a major step in ensuring our customers have a dependable water supply in future years.

Definitions

Aquifer is a body of permeable rock which can contain/transmit groundwater.

Alluvium is a deposit of clay, silt, sand, and gravel left by flowing streams in a river valley.

LONG-TERM WATER USE EFFICIENCY

Water Use Conservation Goals

The City of Abilene used 92 gallons per person per day (GPCD) in 2017. This GPCD figure includes:

- Water sold to residential/commercial customers.
- Water distributed for free for public services (parks, cemeteries, swimming pools, etc.)
- Water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to the publication Municipal Water Use in Kansas, 2017, our city is in Region 7M. From this publication, it was determined that our City's GPCD water use was 160, which was 74 percent above the regional average of 92 GPCD among public water suppliers in Region 7M in 2017. The City desires to set a water use conservation goal for usage not to exceed 92 GPCD based on the regional average from 2013 to 2017. Our City anticipates not exceeding this goal by carrying out the specific actions outlined in our plan.

Water Conservation Practices

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The city water bills show the total number of gallons of water used during the billing period and the amount of the bill. The city has provided information on water conservation to the local news media on a regular basis.

The city has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Water bills will show the amount of water used in gallons and the cost of the water.	Implemented
2. Water conservation tips can be attained on the city's website.	Implemented
3. Educational materials to teach customers how to read their water bills.	December 2024

Management

Water meters are installed for all residential/commercial customers, as well as for all water distributed free of charge to city government buildings and grounds.

The City of Abilene reads each customer's water meter and mails a water bill to each customer every month. Customer water meters are read on the 15th of each month.

Water leaks from the city public water distribution system are repaired when discovered and/or reported to City Personnel. Water pressure is not checked unless customers complain that their water pressure is too low.

The water and sewer rate structure for the city was passed on January 2024 effective February 1, 2024. The minimum monthly connection charge is \$18.77 for Residential and Commercial. Residential water use is charged at a rate of \$0.447 per 100 gallons. Commercial customers are charged at a rate of \$0.447 per 100 gallons for the first 225,000 gallons and \$0.379 per 100 gallons above 225,000 gallons. Customers outside the city limits pay double the rates stated earlier. During a declared water emergency, the governing body shall have the power to adopt emergency water rates by ordinance, pursuant to Section 7-1006 of the city code. The Dickinson County Rural Water District #2 wholesale rate is \$1.48 per 1,000 gallons. The sewer minimum monthly connection charge for all customers is \$15.30 plus \$0.644 per 100 gallons of winter average use. The city periodically reviews water rates.

The City of Abilene realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our source and at customer meters. For that reason, the City of Abilene has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section, of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. All source water will have meters installed and the meters will be repaired or replaced within 90 days when malfunctions occur.	(Implemented)
2. Meters for source water will be tested for accuracy at least once every five years. Each meter will be repaired or replaced if its test measurements are not within KDA requirements.	(Implemented)
3. Meters at each individual service connection will be replaced or tested for accuracy upon customers request and/or suspected failure if they are one inch or less. Meters over one inch will be tested for accuracy at least once every five years. Each meter will be repaired or replaced if its test measurements are not within AWWA standards of 95%-101%.	(Implemented)
4. A water rate structure designed to curb excessive use of water will be evaluated.	(Implemented)
5. Recommend to City Manager a program to incorporate water conserving landscape principles into future landscape development projects, including renovation of existing landscapes.	(Implemented)
6. Meters will be installed at all residential/commercial service connections and at all other service connections, including separate meters for irrigation systems which irrigate more than one acre.	(Implemented)
7. The city water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair plan. Whenever the amount of unsold water, water provided free for public service, water loss, etc. exceeds 20 percent or water loss at the R.O. Water Treatment Plant exceeds 25 percent of the total source water for a four-month time period.	(Implemented)
8. Water sales will be based on the amount of water used.	(Implemented)

Regulation

The City of Abilene does encourage water conservation from May 1 to September 30 each year between the hours of noon and 7 p.m.

Abilene does have a plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures is ongoing. Most new homes and/or remodeling projects do include the use of water conservation toilets, washing machines and faucets.

Regulation Actions to be Taken	Target Date
1. All new or renovated construction will install toilets that use 1.6 gallons per flush or less and low flow showerheads that use 2.5 gallons per minute or less.	May 2026
2. Adopt a landscape water conservation ordinance.	May 2026

DROUGHT RESPONSE

The City of Abilene addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized to implement the Water Conservation Plan (Resolution # 012224-1). In times of need or duress, the governing body may declare any section of the program.

Stage 1: Water Watch

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Triggers

This stage is triggered by one of the following conditions:

1. Water production capacity is only 10% greater than projected daily demand.
2. If the availability of water storage is reduced by any one water tower during summer usage only. This does not apply to spring, fall, and winter.
3. Water tower storage falls below 60% of maximum.

Education Actions

1. The city will make bi-weekly news releases to the local media and post on the city website describing present conditions and indicating the water supply outlook for the upcoming season.
2. Bi-weekly summaries of precipitation, temperature, water levels in wells will be made public at the beginning of each month.
3. Water-saving tips will be shared with water utility customers.

Management Actions

1. Leaks will be repaired as soon as practical upon discovery.
2. Water tower draining or flushing will be suspended.
3. The city will suspend washing of the city fleet, hydrant flushing, and water tower draining and flushing for inspection.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e., wash full loads, take short showers, do not let faucets run, etc. (City Code 7- 1004)

Stage 2: Water Warning

Goals

The goals of this stage are to reduce daily consumption by 30 percent.

Triggers

This stage is triggered by one of the following conditions:

1. Whenever the Governing Body finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare, by resolution, that a Water Warning exists and that it will recommend restrictions on non-essential uses during the period of the Water Warning.
2. Water production capacity is equal to projected daily demand.
3. Two water towers are out of service regardless of season.
4. Water tower storage falls below 50% of maximum.

Education Actions

1. The City will make weekly news releases to the local media and post on the city website describing present conditions and indicating the water supply outlook for the upcoming weeks.
2. Weekly summaries of precipitation, temperature, water levels in wells will be made public.
3. Water conservation articles will be provided to the local newspaper and posted on the city website.
4. Water-saving tips will be available to water utility customers, online or printed copies are available at City Hall.

Management Actions

1. Upon declaration of a Water warning, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to, the following.
 - a. The price is doubled for new connections to the city's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered by the City prior to the effective date of the declaration of the water warning.

- b. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - c. Complete ban on the waste of water. As defined in city code 7-1002 (c,1,2)
 - d. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
- 2. The city water supplies will be monitored daily.
 - 3. Leaks will be repaired as soon as possible upon notification.
 - 4. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.

Regulation Actions

- 1. Upon declaration of a Water Warning, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to the following.
 - a. The city will suspend washing of the City Fleet, hydrant flushing, and Water Tower draining and flushing for inspection.
 - b. Restrictions on the uses of water in one or more classes of water use, as defined in Section 7-1002(d) of the City Code, wholly or in part.
 - c. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - d. Complete ban on the waste of water.
 - e. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
 - f. The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e., wash full loads, take short showers, do not let faucets run, etc. (City Code 7- 1004)

Stage 3: Water Emergency

Goals

The goals of this stage are to reduce peak daily consumption by 50 percent.

Triggers:

This stage is triggered by one of the following conditions:

1. Whenever the Governing Body finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare, by resolution, that a Water Emergency exists and that it will impose mandatory restrictions on water use during the period of the Water Emergency.
2. Production capacity is less than daily projected demand.
3. Three or more water towers are out of service regardless of season.
4. Water tower storage falls below 35% maximum.
5. Blend ratio outside 10% of nominal set points
6. Water table falls to historic lows references 2012 water table level.

Education Actions

1. The city will make news releases as needed to the local media and post on the city website describing present conditions and indicating the water supply outlook.
2. Weekly summaries of precipitation, temperature, water levels in wells will be made public.
3. The city will hold public meetings as needed to discuss the emergency, the status of the city water supply and further actions which may need to be taken.
4. Water conservation articles will be provided to the local newspaper and posted on the city website.
5. Water-saving tips will be available to water utility customers, online or printed copies are available at City Hall.

Management Actions

1. The city water supplies will be monitored daily.
2. Leaks will be repaired as soon as possible upon detection.
3. Pumping at wells will be reduced to decrease drawdown and to maintain water levels over well screens.
4. The city will consider changing the blend ratio of the water to minimize the strain on the two well fields.
5. The city will begin coordination for emergency supplies from other users, the state or the federal government.

Regulation Actions

These regulations apply to city residents.

1. Upon declaration of a Water Emergency as provided in Section 7-1003(c) of the City Code, the City Manager, or other designated official, is also authorized to implement certain mandatory conservation measures, including, but not limited to, the following:
 - a. Suspension of new connections to the city's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered by the city prior to the effective date of the declaration of the emergency.
 - b. The city will suspend washing of the city fleet, hydrant flushing, and Water Tower draining and flushing for inspection.
 - c. Restrictions on the uses of water in one or more classes of water use, as defined in Section 7-1002(d) of the City Code, wholly or in part.
 - d. The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per customer restrictions.
 - e. Complete ban on the waste of water.
 - f. Any combination of the measures in Sections 7-1005 of the City Code as the Governing Body, or authorized City official, may deem appropriate and/or necessary.
2. Upon the declaration of a Water Emergency as provided in Section 7-1003(c) of the City Code, the Governing Body shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to:
 - a. Higher charges for increasing usage per unit of use (increasing block rates).
 - b. Uniform charges for water use per unit of use (uniform unit rate).
 - c. Extra charges in excess of a specified level of water use (excess demand surcharge).

PLAN REVISION, MONITORING & EVALUATION

1. The City of Abilene will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and unaccounted for water. The problems noted during the monthly review will be solved as soon as possible.
2. The City of Abilene will review and evaluate the GPCD goals to assess further actions and will provide a status report to the Kansas Department of Agriculture-Division of Water Resources (DWR).

(Mayor's Name Printed)

(Mayor's Signature)

Attest:

Date signed: _____

(City Clerk's Signature)



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Member

Trevor Witt
Member

Amy Meysenburg
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Brad Anderson
Public Works Director

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Olsson Master Agreement Work Order No. 5A (Amendment)

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

On November 27, 2023, the City Commission approved Work Order No. 5 to displace the Runway 17 threshold to clear the railroad. On December 6, 2023, a pre-design meeting was held between the City of Abilene, Olsson Engineering and the FAA. While discussing the scope of the project, the team agreed it would be appropriate and beneficial to update and replace the PAPIs and REILs on Runway 35 to remain consistent with the new LED equipment being replaced on Runway 17. The equipment on both runways is old (15-23 years), not energy efficient, and it is difficult to find current replacement parts.

PAPI=Precision Approach Path Indicator, a system of lights on the side of an airport runway threshold that provides visual descent guidance information during the final approach.

REIL=Runway End Identifier Lights, a system that provides rapid and positive identification of the end of the runways positioned on each corner of the runway landing threshold.

Attachments:

Olsson's Master Agreement Work Order No. 5A (Amendment)-**amendments are in red.**

Recommendation:

Approve the Olsson Engineering's Master Agreement Work Order No. 5A, Design and Bidding Phase for the Displaced Threshold expanded to replace the PAPIs and REILs on Runway 35 with in the amount of \$72,500.

Fiscal Note:

Original Total \$62,262.79: Design & Planning \$53,475.98 Bidding \$8,786.81

Amended Total \$72,500: Design & Planning \$63,700, Bidding \$8,800.

10% City match of the project (\$7,250)

90% Reimbursed from FAA AIP (\$65,250)

Funding Source:

Airport Special Projects Fund



MASTER AGREEMENT WORK ORDER NO. 5A (Amendment) DESIGN & BIDDING PHASE – DISPLACED THRESHOLD

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated June 28, 2022 between the City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services. **On November 27, 2023, the city executed Work Order No. 5 for the original scope of services indicated below. On December 25, 2023, the city advised that the scope of Olsson's Scope of Services for the Agreement should be expanded, also as indicated below.**

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene Municipal Airport

Original Project Description (11/27/23): Displace the Runway 17 threshold by 186.19 feet or as needed to match the existing runway edge lights, including:

- Installation of 8 new outboard threshold lights
- Replacement of lens on 8 existing threshold lights
- Installation of new PAPI-2L and removal of existing PAPI-2L
- Installation of new REILS and removal of existing REILs

Additional Project Description (12/15/23): Replace the PAPIs and REILs on Runway 35

- **Installation of new PAPI-2L and removal of existing PAPI-2L on Runway 35**
- **Installation of new REILS and removal of existing REILs on Runway 35**

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 1: DESIGN PHASE

- a. Project management and coordination. Coordinate with the Sponsor and FAA to provide information on developments and decisions that are made concerning the project. Assist

with preliminary project formulation and refinement of project scope. Prepare scope of services, including a detailed breakdown of tasks and costs.

- b. Conduct a project kickoff meeting via conference call in accordance with AIP Sponsor Guide No. 910 *Predesign Conference*. Olsson shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria (ARC and TDG) in accordance with FAA Advisory Circulars. Submit a preliminary layout and brief explanation. Coordinate with FAA to ensure acceptance.
- d. Conduct field assessment of the existing site and take photographs of the project area. ("Field Assessment"). One project engineer shall conduct the on-site investigation. Such Field Assessment is limited to visual observation of the site as it exists at the time of the observation. Field Assessment does not constitute exhaustive investigation and does not constitute any warranty or guarantee of any type that the site is suitable for the Project. Olsson is not responsible for identifying any concealed or latent defects that may be present at the site. Sponsor shall furnish the best obtainable information of which it is aware or could reasonably be aware of, as to surface and subsurface conditions through the exercise of reasonable diligence.

Additional services: Field assessment of Runway end 35.

- e. Conduct topographic survey on airport, including topography, pavement elevations and location, and other existing features as needed. All surveys will be tied to NAVD 88 control points. The survey will not be in accordance with FAA Advisory Circular 150/5300-18B.

Additional services: Topographic survey of Runway end 35.

- f. Analyze the PAPI obstacle surface using the AGIS survey data from the previous project to ensure the threshold location will meet FAA standards.

Additional services: PAPI obstacle surface analysis of Runway end 35.

- g. Coordinate with utility companies (water, gas, and communications) that have lines crossing the project site and determine their requirements.
- h. Develop preliminary layout and locations for the PAPIs and REILs.

Additional services: Preliminary layout and locations for Runway end 35 PAPIs and REILs.

- i. Develop preliminary Construction Safety & Phasing Plan (CSPP).

- j. Present the preliminary results and recommendations via teleconference with the Sponsor and the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- k. Prepare Disadvantaged Business Enterprise (DBE) goals. Update the DBE program as needed.
- l. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP) and engineer's design report. Olsson shall use FAA Advisory Circular (AC) 150/5370-10, *Standards for Specifying Construction of Airports* and shall follow the AIP Sponsor Guides listed below (current as of the date that Olsson executed the Agreement).
 - (1) Guide No. 920 – Engineering Report
 - (2) Guide No. 930 – Plans and Specifications
 - (3) Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - (4) Guide No. 950 – Sponsor Modifications of FAA Standards
 - (5) Guide No. 960 – Operation Safety on Airports

Additional services: Detailed construction plans for Runway end 35 PAPIs and REILs.

- m. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes and construction limit boundaries for each phase. Submittals will include detailed exhibits.

No reviews will be submitted for the PAPIs, REILs or lights because they are fixed by function.

- n. Perform Quality Control review of the above documents by a senior airport engineer, prior to submittal to Sponsor and FAA.

Additional services: Quality control review of construction plans for Runway end 35 PAPIs and REILs.

- o. Submit plans, specifications, contract documents and engineer's design report for review within 90 days of the date that the Sponsor executed this Agreement.

90% SUBMITTAL			
	Contract Documents & Specifications	Engineer's Design Report	Plans
Sponsor	Electronic	Electronic	1 Half Size & Electronic
FAA	Electronic	Electronic	Electronic

- p. Prepare all Sponsor Certifications for Sponsor's signature.

- q. Conduct a plan-in-hand review meeting on-site with the Sponsor.
- r. Revise and submit plans, specifications, contract documents and engineer's design report within 14 days of receipt of comments from the Sponsor and FAA. Provide a written response to each comment.

Additional services: Submittal of plans for Runway end 35 PAPIs and REILs.

FINAL SUBMITTAL				
	Contract Documents & Specifications	Engineer's Design Report	Plans	Response to Comments
Sponsor	Electronic	Electronic	1 Half & Full Size & Electronic	Electronic
FAA	Electronic	Electronic	Electronic	Electronic

Olsson will affix the seal of a registered Professional Engineer licensed to practice in the State of Kansas to the construction plans and specification/contract bound volume. The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this Agreement are instruments of service and shall remain Olsson's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. Olsson will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

PHASE 2: BIDDING PHASE

Upon receipt of the FAA's and Sponsor's authorization, Olsson will provide the following services to assist the Sponsor in advertising and securing bids.

No changes to this phase are needed due to the amended scope of the project.

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Olsson. Olsson shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
- c. Pre-bid conference is NOT included in the scope of services, due to the project's small size.

- d. Answer questions raised during the bidding process.
- e. Issue addenda as required.
- f. Attend the bid opening at the Sponsor's location.
- g. Tabulate and analyze bid results.
- h. Review bidders' qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- i. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date
 - 2. Summarized bid table
 - 3. Evaluation of unit price extensions and total base bid, including an error check
 - 4. Addendums and acknowledgements
 - 5. Additional insured cost if any
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any) review for compliance with Sponsor's DBE program requirements
 - 7. Buy American compliance
 - 8. Confirmation of bidder's signature on proposal form
 - 9. Bid guarantee
 - 10. Pre-qualification requirements
 - 11. Pre-bid meeting (if any)
 - 12. Review of qualifications
 - 13. Debarment list verification
 - 14. Recommendation to award
- j. Conduct one {meeting/teleconference} to present bids to the Sponsor. {optional}
- k. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
- l. Prepare AIP Project Application forms
- m. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to Sponsor, and Contractor. Provide an electronic copy of the construction contract to the FAA and Sponsor.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 1, 2023

Anticipated Completion Date (including signed construction contracts): August 1, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of

\$ 63,700 for the Design Phase, as shown on Exhibit A (an increase of \$10,200 from the original Work Order 5); and

\$ 8,800 for the Bidding Phase, as shown on Exhibit B (no change).

Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Leann Johnson.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____

By _____

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF ABILENE

By _____
Signature

Print Name _____

Title _____

Dated: _____

EXHIBIT A - Amended Dec. 2023
DESIGN PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

<u>Title</u>	<u>Total Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	9.0	\$89.15	\$802.35
Sr. Project Engineer	12.0	\$71.65	\$859.80
Project Engineer	78.5	\$59.15	\$4,643.28
Elec. or Mech. Engineer	0.0	\$71.10	\$0.00
Associate Engineer	67.3	\$49.25	\$3,312.06
Assistant Engineer	45.0	\$37.00	\$1,665.00
Registered Surveyor	8.0	\$56.20	\$449.60
Sr. Technician	116.0	\$33.50	\$3,886.00
Asst. Technician	50.5	\$30.00	\$1,515.00
Sr. Clerical	50.0	\$31.50	\$1,575.00

Total Direct Salary Costs: \$18,708.09

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs** 185.88% \$34,774.59

3. Fixed Fee: 15% of Items 1 & 2 \$8,022.40

4. Direct Nonsalary Expenses

Travel	820 Miles @	\$0.655	\$537.10
Meals	3 Days @	\$59.00	\$177.00
Motel	1 Days @	\$98.00	\$98.00
Copies, Prints, Shipping			\$1,400.00
Drilling Expenses			\$0.00

Total Expenses: \$2,212.10

5. Subtotal of Items 1 - 4 \$63,717.18

6. Subcontract costs \$0.00

7. Lump Sum Amount - Total Items 5 & 6 \$63,717.18

Rounded: \$63,700.00

** For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT B
BIDDING PHASE
Abilene Municipal 3-20-0001-019

1. Direct Salary Costs

<u>Title</u>	<u>Hours</u>	<u>Direct Salary Rate/Hour</u>	<u>Total Costs (\$)</u>
Team Leader	0.0	\$92.72	\$0.00
Sr. Project Engineer	3.0	\$74.52	\$223.55
Project Engineer	12.0	\$61.52	\$738.19
Elec. or Mech. Engineer	0.0	\$73.94	\$0.00
Associate Engineer	9.0	\$51.22	\$460.98
Assistant Engineer	6.0	\$38.48	\$230.88
Registered Surveyor	0.0	\$58.45	\$0.00
Sr. Technician	4.0	\$34.84	\$139.36
Asst. Technician	0.0	\$31.20	\$0.00
Sr. Clerical	18.0	\$32.76	<u>\$589.68</u>

Total Direct Salary Costs: \$2,382.64

2. Labor and General & Administrative Overhead

Percentage of Direct Salary Costs*	185.88%	\$4,428.85
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3. <u>Fixed Fee: 15% of Item 1 & 2</u>	\$1,021.72
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4. Direct Nonsalary Expenses

Travel	320 Miles @	\$0.655	\$209.60
Meals	- Days @	\$59.00	\$0.00
Motel	- Days @	\$98.00	\$0.00
Copies, Prints, Shipping			<u>\$780.00</u>

Total Expenses: \$989.60

5. Subtotal of Items 1 - 4	\$8,822.81
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6. Subcontract costs	\$0.00
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7. Lump Sum Amount - Total Items 5 & 6	\$8,822.81
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Rounded: \$8,800.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Oak, Olive & Kuney Street Waterline Replacement Work Order Amendment #1

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

Amendment #1 to the Olsson work order for the Oak, Olive & Kuney Street waterline replacement is for the Construction Inspection and Material Testing services at a cost of \$32,635.00.

This amendment aligns with the Master Agreement between Olsson and the City.

Recommendation:

Approve Amendment #1 to the Oak, Olive & Kuney Street waterline replacement work order with Olsson Engineering.

Fiscal Note:

\$32,635.00

Funding Source:

Water Reserve Fund



**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
OAK, OLIVE, & KUNEY STREET WATERLINE REPLACEMENT
WORK ORDER AMENDMENT #1
ABILENE, KS**

Date: December 14, 2023

This AMENDMENT ("Amendment") hereby amends the Abilene, KS Oak, Olive & Kuney Street Waterline Replacement Work Order dated April 19, 2023 and executed May 8, 2023 in conjunction with the Master Agreement for Professional Services dated November 12, 2020 between The City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project will be located at: NE 14th Street from N. Oak Street to East of N. Olive Street
 N Kuney Street from NE 14th Street to NE 15th Street
 N Olive Street NE 14th Street to Charles Road
 Abilene, KS

Project Description: Construction Observation and Materials Testing Services.

The Abilene, KS Oak, Olive & Kuney Street Waterline Replacement Work Order is amended as follows:

GENERAL

Olsson will furnish Construction Observation and Materials Testing Services during the construction phase of Oak, Olive, & Kuney Street Waterline Replacement project. Additionally, Temporary Construction Easements will be prepared for the City's use.

By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Olsson shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes or orders applicable to the Contractor furnishing and performing the work. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. These services shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The construction duration is estimated at 45 working days.

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client

warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

TASK I – CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Construction observation and material testing services have been requested for the waterline replacement project referenced above. We propose to provide our special inspections and materials testing services in the following manner:

On Site Field Inspection – Olsson shall furnish construction inspection services on a varied level of part-time service during the active phases of the project. Olsson's on-site representative will perform inspection to ensure the work is proceeding in accordance with the plans and specifications. Olsson shall verify through site inspection and observation that all work being performed is per the contract documents. Whenever the field observer believes that any work is unsatisfactory, faulty or defective; or does not conform to the contract documents; or has been damaged; or does not meet the requirements of any governing agency, test or approval required to be made; then the field observer shall contact the City to inform them of the defective work. The City shall review the work in question and direct the Contractor to remove, repair or reconstruct the defective work to bring the work into conformance with the contract requirements.

Project Reporting – Olsson's field staff will prepare field reports summarizing each day's field tests and identify items with tests that are not in compliance with the project drawings and/or specifications.

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report field observations and test results to the Contractor and City as provided herein.

- Project Reporting – Daily

Testing – Olsson shall provide materials testing and other testing as required for construction of the pavement replacement for this project.

TASK II – TEMPORARY CONSTRUCTION EASEMENTS

Temporary Construction Easements will be prepared by a licensed professional surveyor. Easement descriptions for each will be provided as well as an exhibit showing their locations.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: November 2023
Anticipated Completion Date: June 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the lump sum amount of THIRTY TWO THOUSAND SIX HUNDRED THIRTY FIVE dollars (**\$32,635.00**) in addition to the fee(s) set forth in the Agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Rian Eddie at 785-565-1637.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Rian Eddie
Rian Eddie

By Brayson Benne
Brayson Benne, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF ABILENE, KS

By _____
Signature

Printed Name _____

Title _____

Dated: _____



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Architectural Service for Water Treatment Plant Roof Replacement

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

The roof at the water treatment plant has leaked for a very long time. It is no longer in warranty and attempts to fix the roof in the cheapest way possible has created a larger problem.

Staff reached out the the city engineer, Olsson, to see what could be done and they have recommended having an architect design a comprehensive repair and/or replacement plan.

Olsson has recommended BNN Architects and they have inspected the roof and given the city an Observation Report on the roof and wall damage. This report is included in the packet.

The cost includes design phase, construction document phase, bidding phase and construction phase (administration services).

Recommendation:

Approve architectural services agreement with BNN Architects for the Water Treatment plant roof replacement.

Fiscal Note:

\$25,000.00

Funding Source:

Water Reserve Fund



INTEGRATING NATURE
AND ARCHITECTURE

BBN
ARCHITECTS
INC

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S U I T E 2 4 6
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Phone: 816.753.2550
bbnarchitects.com

228 POYNTZ AVE
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66502-0102

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21 December 2023

Ron Marsh
City Manager- Abilene
419 North Broadway Ave.
PO Box 519
Abilene, KS 67410

Re: Proposal for Architecture Services
Abilene Water Treatment Plant Roof Replacement
Abilene, Kansas

Dear Mr. Marsh,

We are pleased to submit this Proposal for Architectural Services for the Abilene Water Treatment Plant Roof Replacement. The outcome of the proposed services will be to design a comprehensive replacement of the existing metal roof on the building located at 2200 NW 8th Street, Abilene, Kansas. The work includes replacement of all associated flashing, ridge cap, gutters, trim, and parapet coping cap. The existing roof is approximately 13,300 square feet in area. The existing parapet coping cap is approximately 195 feet in length. The existing ridge cap is approximately 132 feet in length. The existing gutter length is approximately 322 feet.

These services are being requested based on the Roof and Wall Damage-Observation Report generated by our office that was completed on December 7, 2023. A follow up Teams conference meeting was held on December 19, 2023. From that discussion, we were asked to provide this proposal for only replacing the roof and associated materials.

Basic Services

We anticipate that the Work will proceed through the following phases of Basic Services:

- **Design Phase**
BBN will conduct a second on-site investigation of the conditions and compare those with the intended design of the original design. BBN will create base drawings of the existing conditions using building information modeling systems. BBN will research material options and assembly techniques for the new roofing system. BBN will explore system costs and options and generate an Opinion of Probable Construction Costs. Upon approval of the design and budget, BBN will advance to the Construction Document Phase.

- **Construction Document Phase**
In the Construction Documents Phase, the work of the previous phase will be coordinated into Contract Drawings and a Project Manual to include construction specifications and contractor requirements. The Drawings will be produced using parametric design software.
- **Bidding Phase**
We will assist the Owner in advertising the project for bidding to qualified roofing contractors. We will be available to answer questions from contractors. We will assist in reviewing the bids and help you decide on the lowest qualified bid. We will follow the City's bidding process that is normally utilized.
- **Construction Phase**
BBN will provide Construction Administration Services to include coordination of construction contracts, review of product submittals, responding to contractor's inquiries, interpretation of the documents, review of contractor's applications for payment, and periodic observation of the Work to determine adherence to the documents and design intent.

BBN does not foresee the need for additional consultants for this work. If a unforeseen condition arises, we will negotiate that fee as an additional service.

Compensation

We propose to provide the described Architectural Services for a lump sum fee of Twenty-five Thousand Dollars (\$25,000.00), to be invoiced monthly based on the percentage of the Work completed.

Reimbursable expenses: Services not included in the Basic Services outlined above, and that are typically anticipated as part of the delivery of the project, are considered reimbursable expenses. Services requiring reimbursable expenses will only be performed upon prior approval by the Owner. Any reimbursable expenses authorized by you will be billed to you at our cost plus ten percent.

Schedule

Our suggested schedule for the project is as follows:

January 2024- Second On-Site Investigation, Base Drawings, research systems, Opinion of Probable Construction Cost.

February 2024- Work on Contract Documents and Project Manual with 50% CD review documents provided at mid-February, and 100% completion of documentation at end of February.

March 2024- One week for document distribution for bidding, two weeks for bidding to qualified roofing contractors.

March 2024- Fourth week, approve/award contract for construction.

April-June 2024- Construction

If this proposal is acceptable to you, please sign where indicated below and return a copy to our office. We will then prepare an American Institute of Architects Standard Form of Agreement for your review and approval. We appreciate the opportunity to submit this proposal and look forward to working with the you on this important project.

Sincerely,
BBN ARCHITECTS INC.

Ron Marsh- City Manager



Daniel L. Crouch, AIA

Sign

Date

Cc: Jay Leusman- jay@abilenecityhall.com
Brenden Alvarez- brenden@abilenecityhall.com
Brad Anderson- brad@abilenecityhall.com
Mark Bachamp <mbachamp@olsson.com>



Water Treatment Plant

Roof and Wall Damage- Observation Report

January 7, 2023

BBN Architects Inc.



Executive Summary

It is our professional opinion that there are many contributing factors to the multiple conditions found at the Abilene Water Treatment Center. These range from the use of once-popular systems that have proven problematic over time to unwise repairs to the roof by an inexperienced tradesman who does not understand the characteristics of this building type. Repairs or replacements to some of these systems could reduce the amount of damage from occurring again. However, replacing all the systems will correct the conditions and prevent them from recurring in the future.

Initial Project Correspondence

Mark Bachamp from Olsson contacted Dan Crouch of BBN Architects Inc. about conditions that had been occurring over many years related to water damage to the interior surfaces of many of the walls in the water treatment plant. Photographs were shared showing conditions described as efflorescence and possible damage from water infiltration on the exterior through the brick wainscot.

The pictures sent showed more than just efflorescence. Efflorescence is sodium or salts that are forced out of a material by water and drying on the surface. This is typically the result of high moisture content in masonry or other materials. Excess moisture also causes the paint to bubble or peel because the infiltrated water is kept from drying out due to the impervious paint. If the moisture in masonry was allowed to get to the surface, it would typically dry out to be in equilibrium with the surrounding space. Often it is better if the block is not painted and is allowed to dry out unless there is a reason to seal it. It was unknown during the initial conversation if there was, and always has been, a high amount of humidity present in the water treatment areas and the locations.

A scheduled visit was arranged on November 1, 2023, at 2:30pm at the Abilene Treatment Plant to see the conditions in person.

Site Visit

Jay Leusman, the Water Treatment Plant Superintendent, and some of the other staff greeted us outside when we arrived. We discussed some of the history of the building. It was mentioned that a roofing company had been to the building in the past when there were some leaks and other conditions, and they did some repairs. The conditions did not get better, and at this time, the roofing company that did the work is no longer in business.

We started at the interior of the building and looked at the condition in the main hallway and observed water damage to the paint on the wall. We observed above the ceiling running water stains on the concrete masonry unit wall, one that runs to the exterior and extends above the roof we were under, and one that terminates in a parapet wall above the adjacent roof of the plant area. Water had clearly infiltrated the roof-to-wall flashing and was running down the wall and being absorbed into some gypsum wall board that was laminated to the concrete masonry units. The paint on the wall surface had bubbled and held water trapped in the bubble pockets.

Within the water treatment plant space, there were several locations with various conditions present. The first one that was observed was the surface bubbling and flaking of paint on the concrete masonry unit of the exterior walls. It was not really efflorescence; however, some efflorescent stains were present

at locations where the paint had failed or ruptured. There were more signs of this in corner locations and at lower locations. The lower location closely aligns with the brick wainscot on the exterior.

The corner wall location extended from the floor all the way to the exposed roof deck and the width from the corner was approximately two feet, or three cells of the concrete masonry unit. These cells on the corners are typically reinforced with deformed bars and concrete grout for structural reinforcement. These cells are also not insulated the same way as the adjacent cells (later determined when reviewing the existing drawings sent to BBN). There is a possibility that the solid grouted cells present greater thermal conductivity, albeit a lag in time for the temperature from the exterior to reach the interior surface and can present a drop in temperature on the interior. This lower temperature, when in contact with warmer air and high humidity, causes the surface of the wall to convert water vapor to liquid water, much like a cup of ice-cold water in a glass or plastic vessel. The water vapor may also be present behind the painted surface of the concrete masonry unit and can also condense behind the paint and cause the paint to fail and bubble. It is likely that the paint was added to the wall surface to keep the water from soaking into the concrete masonry unit, but moisture continued to develop on the surface and behind the paint as well. The exterior insulated finish system (E.I.F.S.) is also designed to provide some continuous insulation before the temperature hits the concrete masonry unit. The E.I.F.S. appears to be about one inch based on the provided existing drawings. This is not enough insulation to bring the dew point in the wall to the center of the wall and away from the high humidity of the interior spaces. The areas where there are insulated cells appear to perform better and present little or no damage in the locations where they are also covered by the E.I.F.S.

It was also observed that in the lower three to four feet of the wall, directly behind the brick wainscot where there is no E.I.F.S., there were areas of considerable damage like those described above. The conditions that differ are that the grouted reinforced cells in the concrete masonry unit are approximately four feet on center or are reinforced in two cells, one cell on both sides of a masonry expansion joint. There is no perlite insulation in the reinforced cells, and they provide a thermal conductive path to the interior of the space. Damage to the paint surface was very visible in these locations. There was also slight damage in the insulated cells, possibly due to the brick wainscot not providing an insulation barrier like the E.I.F.S. does.

Some other possibilities for water infiltration in the lower wall section could be improper drainage of the wall cavity between the brick and the concrete masonry units. Water can and will infiltrate a brick face through the vertical head joints and minor cracks at non-bonded mortar and brick surfaces. If the cavity between the materials is not being kept clean and void of mortar in the installation process, it can trap moisture and keep it from flowing down to the wall cotton rope weeps at the base. Through-wall flashing is also not present at the base of the wall that typically comes up on the cavity sixteen inches to keep water from traveling to the interior and forcing it to the exterior.

Exterior Insulation Finishing Systems installed around the time of this building's construction often have issues with movement in walls causing cracks in the concrete stucco/plaster finish that presents paths for water infiltration. E.I.F.S. has undergone some modernization since the early 2000's with systems that provided drain pathways on the back sides of the insulation for the water to run down channels to a base where it is allowed to drain out from the bottom of the E.I.F.S. and onto some flashing where it is directed away from the face of the wall or material below. This is clearly not visible above the brick

wainscot and possible water infiltration could find its way into the interior surfaces without proper drainage.

There were a few observations made where damage was present around windows and outside air intake louvers where sealant was not maintained. In conditions around windows, the same non-insulated cells present in the jambs of the windows, bond beams in the sills or heads of the windows, also have condensation issues due to thermal conductivity. Just like with the E.I.F.S. conditions on the exterior mentioned above, there were no visible drainage locations for water that may be trapped behind the insulation to go anywhere to the exterior, especially if weeps were sealed over. That water could travel to the interior around the windows.

There was a visible tear in the vinyl sheet that supports the roof insulation in the middle of the plant floor that clearly had water build up at one time to the point of rupture. We were told that water continues to come from that location. Previous observations on the roof directly above this location did not find any penetration. The interesting thing about water leaks on roofs is that they rarely occur directly over where the leak is visible, and water can travel down conduits, purlins, beams, and vinyl membranes for distances of one foot to one-hundred feet or more. With a rupture in the membrane and insulation falling out of that location, the metal roof now has no insulation, and the cold metal surface of the roof will continually condensate in the winter when there is a high humidity level on the interior. This rupture needs to be fixed to insulate and prevent the water vapor from hitting the cold metal surface. The following roof conditions noted will also possibly explain the leak that occurred.

There were several locations where there were water streaks noticed on the painted surface of the concrete masonry walls near the roof deck or purlins above. These were due to water infiltration from the roof that will also be described later.

Roof Conditions

Several accessed the roof areas via ladders to observe conditions. It was very apparent that there were numerous locations with possible leaks and differing conditions that could explain many of the conditions found on the interior.

The roofing company that was hired to repair all the leaks used a fluid-applied elastomeric sealant to cover all locations that they identified as potential leak locations. This included flashings, coping caps, ridge caps, and roof to wall transitions. In all locations that were observed, the elastomeric sealant is not soft, is not flexible, and would not stretch when pulled on. It was dry, cracked, hard, brittle, and not flexible. I was told that this material was not soft or pliable about one month after its installation. This would lead me to believe that the mix, possibly a two-part or more system, was not properly mixed and yielded a higher solids content. If the right formula is not followed, the elasticity and bond of the product will never work properly.

Pre-engineered metal buildings, such as this one, typically flex and move more than conventional building construction. Because of this, the joints, flashing, connections, and roof need to be allowed to move properly. When materials are fastened together in a way that does not allow them to flex and move, they will tear apart from each other. This was observed many times in various conditions.

The parapet caps were installed in eight-foot sections that were lapped and fastened together with exposed sheet metal screws that also fastened all the way through to the wood blocking that was

attached to the top of the concrete masonry units. There were no expansion sleeves present to allow for expansion and contraction of these long pieces to slide past each other while providing a water-tight condition. Typically, coping caps provide a hemmed location with a slip connection with some sealant to allow the pieces to work independently of each other. The coping caps are also clipped, or retained, using a hidden spring-action clipping system that holds down the coping in a wind, but is never fastened mechanically with a screw or rivet to another coping, or directly fastened to the blocking below. The clip system allows for horizontal and sliding expansion and contraction independent of the clips retaining it below. The current coping caps have expanded and contracted so much that the screw fasteners have sheared off leaving no screws in the metal, no attachment to the blocking below, and huge gaps between the lapped coping sections that allow water to run or even blow under the laps and into the wall below. This explains why there are water stains on the surface of the wall that were visible and why there might be more moisture in the wall above and beyond condensation build up. This is compounded by the lack of a proper drainage system behind the E.I.F.S., and water could be trapped anywhere within the wall.

The ridge cap that was installed between the two sloped roof sections also has an elastomeric membrane applied to it. Unlike the coping cap, the ridge cap appears to have had a proper slip joint at one time. The ridge cap sections would be allowed to slide independently of each other and would also not be affected by expansion and contraction in thermal expansion with that of the standing seam roof panels, if they were all kept independent of each other and worked to flex and slide separately from each other. The sealant that was applied and did not remain pliable, and it can visually be seen that the movement of all these pieces coming together are no longer flexible and the sealant was ripped and torn due to the movement in the system. It is not recommended that this elastomeric membrane/sealant be used even if it did remain pliable. Over time, this was/is going to need another coating once the life of the product ran out and became dry and brittle with ultraviolet light degradation. More buildup of the sealant would then render the product too thick and strong to stretch and would not function properly. This product would need to be removed fully if another coat were to be applied, and this stuff is solidly adhered on the surfaces and will take tremendous effort to remove. The tears in the current membrane have led to water leaks including water damming within the flashing and overflowing the flashing. This could explain the leak approximately thirty feet away from the ridge cap that caused the vinyl sheet to rupture in the middle of the plant. The water can travel this distance easily on the bottom side of the roof panel or down the roof framing.

The roof to wall transitions that may once have had proper flashing transitions now have the same elastomeric material applied. The roof panel to flashing connection was a slip connection and is no longer able to move properly. The membrane is torn now due to this movement and caused many failures that are now present. While the flashing is still intact below, the water is not allowed to properly flow down the roof if it gets in a crack and pools, dams, or is a vessel that can now fill to the point that it overflows the flashing and then leaks to the interior. This explains the water damage to the wall of the corridor. This, along with the parapet coping caps, and the ridge cap, all contribute to numerous locations of leaks that can travel a long distance from the point of the leak to another location.

Observation Conclusions

With the numerous conditions observed, it is difficult to isolate just one fix. There is a combination of original design errors, materials that were used initially to be of sound use that are now thought to be improper, and repairs and fixes recently to the roof that have potentially exacerbated the issues that

were present. These attempted repairs have potentially greatly increased the cost to come in and remediate the conditions that could have been properly fixed initially. The removal of the fluid applied elastomeric sealant will be nearly impossible without damaging the metal materials, even with great time and carefulness.

Professional Recommendations

The greatest source of leaks we believe is the roofing conditions. All the parapet coping caps should be replaced with proper materials that are allowed to expand and contract and move with the building while maintaining watertight conditions. The roof flashings should be restored to the original or new details that don't require the use of sealant coatings. To achieve this, the roof panels and flashings should be removed entirely to remove the elastomeric sealant and new materials should be installed. This would include the installation of a new roof ridge cap.

The next recommendation is to remove the brick wainscot and the existing exterior insulation system down to the raw concrete masonry units and apply a new fluid-applied air barrier membrane with a vapor permeable characteristic to allow for proper ventilation and drying of the CMU and then install a two-inch or thicker exterior insulation system with the proper drainage system and outlets behind the E.I.F.S.

The interior concrete masonry units should be stripped of all the loose paint and repainted with an epoxy type paint for easy cleanability and durability in the wet conditions that are present.

Repairs to all roof vinyl liner and insulation should be made to prevent vapor from being exposed to the cold surfaces of the roof panels. It might be beneficial to go back with a "Simple-Saver" insulation system as well to increase the thermal resistance of the roof while also sealing the roof from water vapor.

Repairs to interior gypsum wallboard walls and ceilings can proceed only when all leaks are dealt with at the roof conditions.

We would recommend that the City of Abilene review these recommendations and request that Schematic Design and Design Development phase drawings and an Opinion of Probable Construction Cost be produced for the scope of work deemed appropriate for the repair or replacements. With the City's approval of the estimate and scope, the Construction Documents can be completed and advertised for bidding to General Contractors. The General Contractor with the lowest responsible bid will be awarded the project and execute a construction contract with the City.

BBN Architects Inc.

Daniel Crouch, AIA

Appendix

Notes from the drawings set:

1. A visible separation of membrane/sealant from itself or adjacent surface.
2. The parapet coping caps are installed in eight sections using mechanical fasteners. There were no visible expansion joints in any of the sections that would allow for movement due to thermal expansion and contraction. The caps are fastened directly to blocking below and not allowed to move. This causes them to tear themselves apart from the blocking below and from each other. Good coping caps are allowed to slide independently from the blocking with hold down clips. The sections of the coping cap also should have some slip joints provided without fasteners, flashed, and seamed together with some sealant, to allow for movement independent from each other.
3. Interior area of water damage to painted surface caused from infiltration of water from either tear in membrane or gaps in parapet cap joints.
4. The insulation liner at the roof between purlins has failed. On the roof, noticeable gaps in the added sealant/membrane up roof from this location were noticed to have been cracked or torn in this location allowing blown rain, sheeting roof water, or even water damming at the ridge to leak back under the roof panels and migrate down to a point where the water stops and pools. The water likely pooled at this location to the point where the vinyl fabric failed under the weight and volume of the water collected in this location. Now vapor barrier is now broken at this location and the humidity from the interior can react with the cold surfaces of the roof on the exterior causing condensation and this to appear to continually leak.
5. This location is above the ceiling in the hallway and water is migrating from the roof to wall flashing on the exterior to below the location on the wall. It is causing damage to the gypsum board including paint bubbles and mold spots.
6. Water damage to painted surface due to sealant issues around exterior air intake louver and ductwork. Was told this was corrected and resealed recently.
7. Sealant/membrane is hard and not flexible to allow movement. With winds and building shifts due to the nature of these types of metal buildings, they will eventually have a failure. Underneath is probably the proper flashing to allow for expansion and contraction and movement. If water infiltrates a crack in the future, it could overflow the top of the flashing in this dammed condition.
8. Visible cracks in sealant around vent. This typically has a roof penetration boot with a flexible rubber membrane with stepped sizing and a ring clamp tightening the boot to the pipe. The bottom of the boot is adhered to the roofing metal.
9. See also note 2. Meeting screws in coping cap that have sheared off due to pressures from thermal expansion and contraction of metal.
10. Along with note 3, it is visible that locations with solid grouted concrete masonry units have some condensation issues. Corners of buildings with concrete masonry units typically have solid grouted walls two to four cells out from the corners. There are also solid grouted cells at 4-foot verticals as well as at expansion joints. The solid grouted cells do not have perlite insulation within them, and this causes thermal conductivity to happen quicker with the thermal lag from the cold exterior to the warm interior where there is high humidity in the water treatment area. The dew point of the wall can fall either on the surface of the wall or just behind the paint layer

of the wall. The trapped vapor within all being sealed with the paint, not vapor permeable, is not allowing this vapor to dry out and will condense into water when the cold temperature hits the vapor, this causes the paint to bubble. Additional water from the leaking parapet caps and flashing from the roof to wall junctures could also allow both water and water vapor to be introduced into the wall.

11. The lower sections of wall, notably around the brick wainscot on the exterior, have more paint damage than others due to thermal conductivity and less insulation provided by the E.I.F.S. at the brick location. The brick wainscot likely does not have a proper drainage cavity, is thermally conductive, and the CMU cells with vertically reinforcement have even more thermal conductivity to the interior. The brick potentially does not have proper drainage and weeps at the base of the wall to allow water that enters the wall either through other means or through natural head joints in brick as masonry walls normally do, could be holding water rather than draining water properly. It was mentioned the brick has been sealed with a clear coat, this could potentially trap water vapor and water within the wall.
12. These streaks of water coming from the roof likely occur when flashing from the wall to the parapets where the sealant/membrane is failing and is allowing water, or is damming water, to continue into the interior and down the wall on the interior. This also happens to be occurring right over high voltage electrical gear.
13. The metal roof ridge cap has been plastered with fluid applied membrane that is not flexible and not advised to be used in a condition such as a metal building with more than normal movement. The ridge cap itself will expand and contract with temperature changes and this tears the sealant from the surface. Water can infiltrate the cracks, holes, and can dam up below and overflow any flashing elements that were originally installed to keep water out.

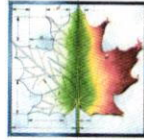
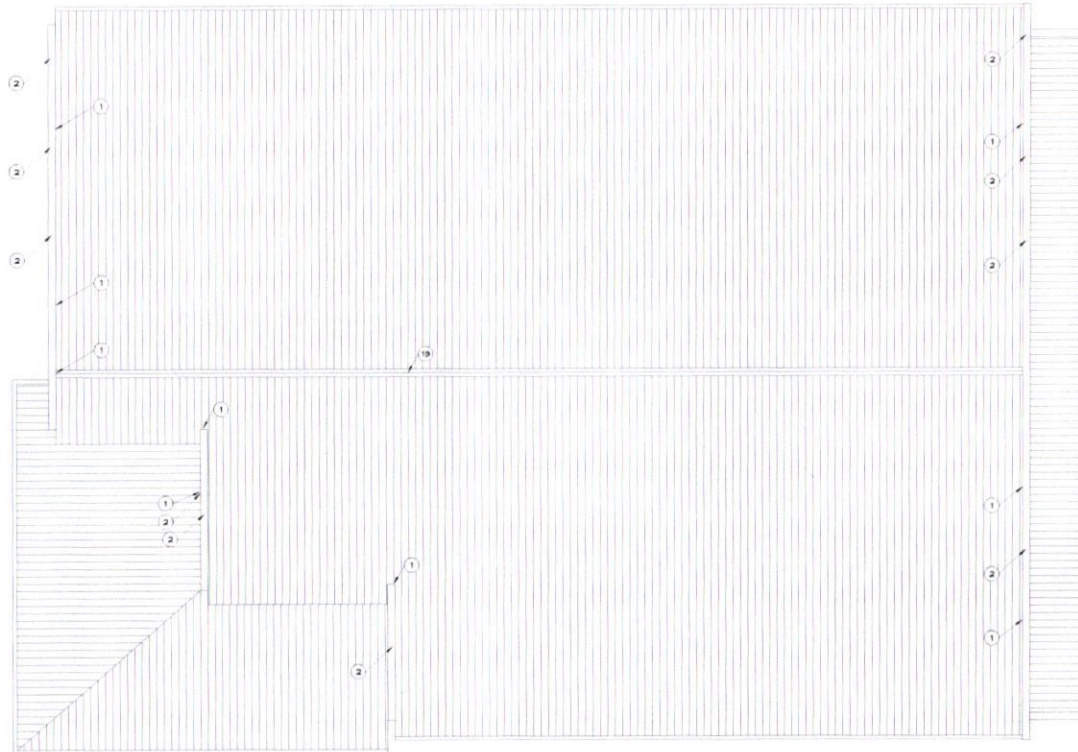
Date of Site Visit: November 1, 2023- 2:30pm to 3:30

Location: Abilene Water Treatment Plant
2200 NW 8th St
Abilene, KS 67410

Attendees: Jay Leusman- Water Treatment Plant Superintendent
Mark Bachamp- Olsson- Civil Engineer
Daniel Crouch- BBN Architects- Architect

Reason: Observe water damage on interior of walls of concrete masonry units and paint.

NOTE CIRCLE	NOTES	NOTE COMMENTS
1	A VISIBLE SEPARATION OF MEMBRANE SEALANT FROM ITSELF OR ADJACENT SURFACE.	
2	THE PARAPET COPING CAPS AND INSTALLED IN 3 SECTIONS USING MECHANICAL FASTENERS. THERE WERE NO VISIBLE EXPANSION JOINTS IN ANY OF THE SECTIONS THAT WOULD ALLOW FOR MOVEMENT DUE TO THERMAL EXPANSION AND CONTRACTION. THE CAPS AND FASTENERS DIRECTLY TO BUILDINGS BELOW AND NOT ALLOWED TO MOVE. THIS CAUSED THEM TO TEAR THEMSELVES APART FROM THE BUILDINGS BELOW AND FROM EACH OTHER. GOOD COPING CAPS ARE ALLOWED TO BE LIFTED INDEPENDENTLY FROM THE BUILDINGS WITH HOLD DOWN CAPS. THE SECTIONS OF THE COPING CAP ALSO SHOULD HAVE SOME SLIP JOINTS PROVIDED INTO THE FASTENERS. FLASHING AND SHOWN TOGETHER WITH SOME SEALANT TO ALLOW FOR MOVEMENT INDEPENDENT FROM EACH OTHER.	
3	INTERIOR AREA OF WATER DAMAGE TO PAINTED SURFACE CAUSED FROM MISPLACEMENT OF WATER FROM EITHER TEAR IN MEMBRANE OR GAPS IN PARAPET CAP JOINTS.	
4	THE INSULATION UNDER THE ROOF BETWEEN PARAPETS HAS FAILED. ON THE ROOF, NOTICEABLE GAPS IN THE ADDED SEALANT/MEMBRANE UP ROOF FROM THIS LOCATION WERE NOTICED TO HAVE BEEN CRACKED OR TORN IN THIS LOCATION ALLOWING BLOWN RAIN SHEETING ROOF WATER, OR EVEN WATER BARRING AT THE REESE TO LEAK INKA UNDER THE ROOF PANELS AND INFLUATE DOWN TO A POINT WHERE THE WATER STOPS AND PIGGLES. THE WATER LIKELY FLOODED AT THIS LOCATION TO THE POINT WHERE THE VINYL FABRIC FAILED UNDER THE WEIGHT AND VOLUME OF THE WATER COLLECTED IN THIS LOCATION. NON VAPOR BARRIER IS NON BREACH AT THIS LOCATION AND THE HUMIDITY FROM THE INTERIOR CAN REACT WITH THE COLE SURFACES OF THE ROOF ON THE EXTERIOR CAUSING CORROSION AND THIS APPEARS TO CONTINUALLY LEAK.	
5	THIS LOCATION IS ABOVE THE GELBINS IN THE HALLWAY AND WATER IS SEEPING FROM THE ROOF TO WALL FLASHING ON THE EXTERIOR TO BELOW THE LOCATION ON THE WALL. IT IS CAUSING DAMAGE TO THE GYPHUM BOARD INCLUDING PAINT BUBBLES AND HOLD SPOTS.	
6	WATER DAMAGE TO PAINTED SURFACE DUE TO SEALANT ISSUES ALONG EXTERIOR AIR INTAKE LOUVER AND DUCTWORK. HAS TOLD THIS WAS CONNECTED AND RESEALANT RECENTLY.	
7	SEALANT/MEMBRANE IS HARD AND NOT FLEXIBLE TO ALLOW MOVEMENT WITH WINDS AND BUILDING SHIFTS DUE TO THE NATURE OF THESE TYPES OF METAL BUILDINGS. THE WALL EVENTUALLY WILL HAVE A FAILURE. UNDERNEATH IS PROBABLY THE PROPER FLASHING TO ALLOW FOR EXPANSION AND CONTRACTION AND MOVEMENT. IF WATER PENETRATES A CRACK IN THE INSULATION, IT COULD OVERLAP THE TOP OF THE FLASHING IN THIS DAMAGED CONDITION.	
8	VISIBLE CRACKS IN SEALANT AROUND VENT. THIS TYPICALLY HAS A ROOF PENETRATION BOOT WITH A FLEXIBLE RUBBER MEMBRANE WITH STIFFED SCOTCH AND A RING CLAMP TO STRETCH THE BOOT TO THE PIPE. THE BOTTOM OF THE BOOT IS ADHERED TO THE ROOFING METAL.	
9	SEE ALSO NOTE 8. METTING SCRAPING IN COPING CAP THAT HAVE SHEARED OFF DUE TO PRESSURES FROM THERMAL EXPANSION AND CONTRACTION OF METAL.	
10	ALONG WITH NOTE 8. IT IS VISIBLE THAT LOCATIONS WITH SOLID GROUTED CONCRETE MASONRY UNITS HAVE SOME CONDENSATION ISSUES. CORNERS OF BUILDINGS WITH CONCRETE MASONRY UNITS TYPICALLY HAVE SOLID GROUTED WALLS TWO TO FOUR CELLS OUT FROM THE CORNERS. THERE ARE ALSO SOLID GROUTED CELLS AT 4'-0" VERTICALLY AS WELL AS AT EXPANSION JOINTS. THE SOLID GROUTED CELLS DO NOT HAVE PERMEABLE INSULATION WITH THEM AND THIS CAUSES THERMAL CONDUCTIVITY TO HAMPER DRAINAGE WITH THE THERMAL LOSS FROM THE COLD EXTERIOR TO THE WARM INTERIOR WHERE THERE IS AN INSULATION. THE WATER TREATMENT AREA. THE DISINFECTANT OF THE WALL CAN FALL EITHER ON THE SURFACE OF THE WALL OR JUST BEHIND THE PAINT. LATER OF THE WALL, THE TRAPPED VAPOR WITHIN ALL BEING BEHIND THE PAINT, NOT VAPOR PERMEABLE, IS NOT ALLOWING THIS VAPOR TO DRY OUT AND VAPOR CONDENSES AT WATER WITH THE COLD TEMPERATURE HITS THE VAPOR. THIS CAUSED THE PAINT TO BUBBLE. ADDITIONAL WATER FROM THE LEAKING PARAPET CAPS AND FLASHING FROM THE ROOF TO WALL JOINTS COULD ALSO ALLOW BOTH WATER AND VAPOR TO BE INTRODUCED INTO THE WALL.	
11	THE LOWER SECTIONS OF WALL, NOTABLY AROUND THE BRICK PENETRATIONS ON THE EXTERIOR, HAVE MORE PAINT DAMAGE THAN OTHERS DUE TO THERMAL CONDUCTIVITY AND LESS INSULATION PROVIDED BY THE R.I.P.S. AT THE BRICK LOCATION. THE BRICK PENETRATIONS LIKELY DOES NOT HAVE A PROPER DRAINAGE SITUATION IS THERMALLY CONDUCTIVE AND THE GIN CELLS WITH VERTICALLY REINFORCED HAVE EVEN MORE THERMAL CONDUCTIVITY TO THE INTERIOR. THE BRICK POTENTIALLY DOES NOT HAVE PROPER DRAINAGE AND PRESSURE AT THE BASE OF THE WALL TO ALLOW WATER THAT ENTERS THE WALL EITHER THROUGH OTHER MEANS OR THROUGH NATURAL WEAR JOINTS IN BRICK AS MASONRY WALLS NORMALLY DO. COULD BE HOLDING WATER RATHER THAN DRAINING WATER PROPERLY. IT WAS MENTIONED THE BRICK HAS BEEN SEALED WITH A GELBINS. THIS COULD POTENTIALLY TRAP WATER WITHIN AND WATER WITHIN THE WALL. THESE TRENDS OF WATER COMING FROM THE ROOF, LIKELY OCCUR WHEN FLASHING FROM THE WALL TO THE PARAPETS WHERE THE SEALANT/MEMBRANE IS FAILING AND IS ALLOWING WATER, OR IS DAMPING WATER, TO CONTINUE INTO THE INTERIOR AND DOWN THE WALL ON THE INTERIOR. THIS ALSO HAPPENS TO BE OCCURRING RIGHT OVER HIGH VOLTAGE ELECTRICAL UGAS.	
12	THE METAL ROOF REUSE CAP HAS BEEN PLASTERED WITH PLASTER APPLIED MEMBRANE THAT IS NOT FLEXIBLE AND NOT ADVISED TO BE USED IN A CONDITION SUCH AS A METAL BUILDING WITH MORE THAN NORMAL MOVEMENT. THE REUSE CAP ITSELF WILL EXPAND AND CONTRACT WITH TEMPERATURE CHANGES AND THIS TENDS THE SEALANT FROM THE SURFACE. WATER CAN INFLUATE THE CRACKS, HOLES, AND CAN LEAK UP BELOW AND OVERLAP ANY FLASHING ELEMENTS THAT WERE ORIGINALLY INSTALLED TO KEEP WATER OUT.	



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REV DESCRIPTION DA

Project Number: Project Name:
Date: Issue D
Project Name:

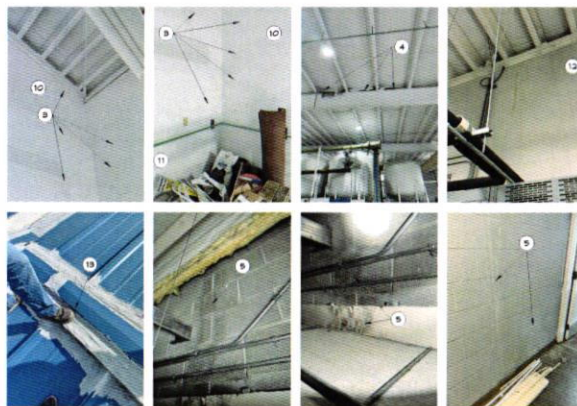
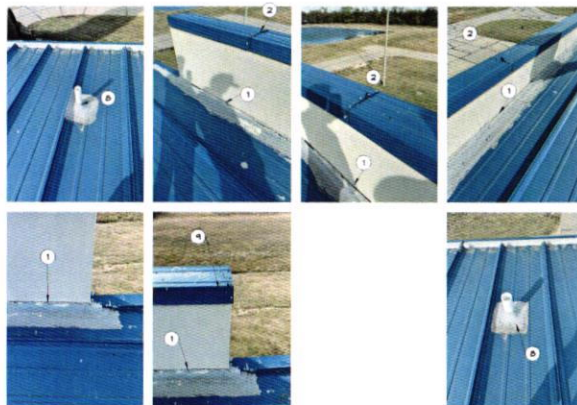
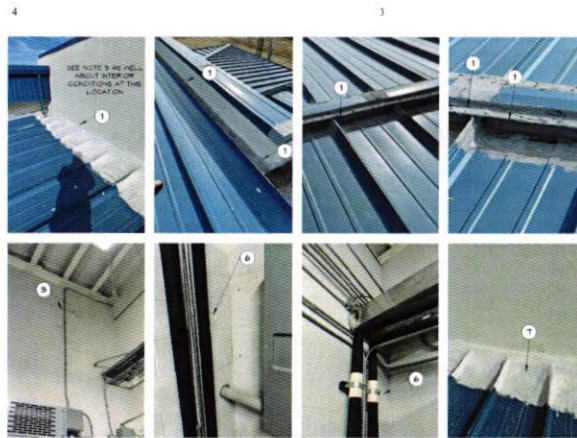
PROJECT NAME

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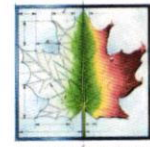
Short Title:
FLOOR PLAN

Sheet:
A100

OR



NOTES	
NOTE	NOTES
CIRCLE	COMMENTS
1	VISIBLE SEPARATION OF MEMBRANE/SEALANT FROM ITSELF OR ADJACENT SURFACE
2	THE PARAPET TOPPING CAPS HAVE BEEN INSTALLED IN 2 SECTIONS DUE TO MECHANICAL FACTORS. THERE WERE NO VISIBLE EXPANSION JOINTS IN ANY OF THE SECTIONS THAT WOULD ALLOW FOR MOVEMENT DUE TO THERMAL EXPANSION AND CONTRACTION. THE CAPS ARE FASTENED DIRECTLY TO BRICKWORK BELOW AND NOT ALLOWED TO MOVE. THIS CAUSES THEM TO TEAR THEMSELVES AWAY FROM THE BRICKWORK BELOW AND FROM EACH OTHER. GOOD TOPPING CAPS ARE ALLOWED TO SLIDE INDEPENDENTLY FROM THE BRICKWORK WITH HOLD DOWN CLIPS. THE SECTIONS OF THE TOPPING CAP ALSO SHOULD HAVE SOME SLIP JOINTS PROVIDED WITHOUT FASTENERS, FLANGED, AND SEALED TOGETHER WITH SOME SEALANT TO ALLOW FOR MOVEMENT INDEPENDENT FROM EACH OTHER.
3	INTERIOR AREA OF WATER DAMAGE TO PAINTED SURFACE CAUSED FROM INFILTRATION OF WATER FROM OTHER TEAR IN MEMBRANE OR GAPS IN PARAPET CAP JOINTS.
4	THE INSULATION LAYER AT THE ROOF BETWEEN PARAPETS HAS FAILED ON THE ROOF. NOTICEABLE GAPS IN THE ADDED SEALANT MEMBRANE OR ROOF FROM THIS LOCATION WERE NOTICED TO HAVE BEEN CRACKED OR OPEN. IN THIS LOCATION ALLOWING BELOW ROOF SHEETING ROOF WATER OR EVEN WATER SHEDDING AT THE ROOF TO LEAK BACK UNDER THE ROOF PANELS AND MIGRATE DOWN TO A POINT WHERE THE WATER STOPS AND POOLS. THE WATER LIKELY POOLED AT THIS LOCATION TO THE POINT WHERE THE JOINTS FAILED AGAIN THE ROOF AND VOLUME OF THE WATER COLLECTED IN THIS LOCATION. NON VAPOR BARRIER IS NOW BROKEN AT THIS LOCATION AND THE HUMIDITY FROM THE INTERIOR CAN REACT WITH THE COLE SURFACES OF THE ROOF ON THE EXTERIOR CAUSING CORROSION AND THIS APPEARS TO CONTINUALLY LESSEN.
5	THIS LOCATION IS ABOVE THE CEILING IN THE HALLWAY AND WATER IS MIGRATING FROM THE ROOF TO WALL FLASHING ON THE EXTERIOR TO BELOW THE LOCATION ON THE WALL. IT IS CAUSING DAMAGE TO THE DIFFER BRICKS INCLUDING PAINT BUBBLES AND HOLES APPEAR.
6	WATER DAMAGE TO PAINTED SURFACE DUE TO SEALANT ISSUES AROUND EXTERIOR AIR IN ONE LOWER AND OUTWORK. THIS TOLD THIS WAS CORRECTED AND RESEALANT RECENTLY.
7	SEALANT MEMBRANE IS HARD AND NOT FLEXIBLE TO ALLOW MOVEMENT WITH WINDS AND BUILDING SHIFTS DUE TO THE NATURE OF THESE TYPES OF METAL BUILDINGS. THE WALL EVENTUALLY WILL HAVE A FAILURE UNDERNEATH IT PROBABLY THE PROPER FLASHING TO ALLOW FOR EXPANSION AND CONTRACTION AND MOVEMENT. IF WATER INFILTRATES A DRAIN IN THE FUTURE, IT COULD OVERFLOW THE TOP OF THE FLASHING IN THIS DAMAGED CONDITION.
8	VISIBLE CRACKS IN SEALANT AROUND VENT. THIS TYPICALLY HAS A ROOF PENETRATION ROOF WITH A FLEXIBLE RUBBER MEMBRANE WITH STEPPED SLOPS AND A WIND CLAMP FASTENING THE BOOT TO THE ROOF. THE BOTTOM OF THE BOOT IS ADHERING TO THE ROOFING METAL.
9	SEE ALSO NOTE 2. MEETING SINKING IN TOPPING CAP THAT HAVE SEARDED OFF DUE TO PRESSURES FROM THERMAL EXPANSION AND CONTRACTION OF METAL. ALONG WITH NOTE 5. IT IS VISIBLE THAT LOCATION WITH SOLID ANCHORED CONCRETE HANGING UNITS HAVE SOME CONCENTRATION ISSUES. CORNERS OF BUILDINGS WITH CONCRETE HANGING UNITS TYPICALLY HAVE SOLID ANCHORED WALLS AND TO CORNERS OUT FROM THE CORNERS. THERE ARE ALSO SOLID ANCHORED CELLS AT A ROOF VERTICAL AS WELL AS AT EXPANSION JOINTS. THE SOLID ANCHORED CELLS DO NOT HAVE PERITE INSULATION WITHIN THEM AND THIS CAUSES THERMAL CONDUCTIVITY TO HAPPEN SINKING WITH THE THERMAL AND FROM THE SOLID EXTERIOR TO THE PARTIAL INTERIOR WHERE THERE IS HIGH HUMIDITY IN THE WATER TREATED AREA. THE LOCATION OF THE WALL CAN FALL EITHER ON THE SURFACE OF THE WALL OR JUST INSIDE THE FRONT LAYER OF THE WALL. THE TRAPPED VAPOR WITHIN ALL BEING SEALED WITH THE PAINT. NOT VAPOR PERMEABLE IS NOT ALLOWING THE VAPOR TO DRY OUT AND FULL CONDENSE INTO WATER FROM THE COLE TEMPERATURE WITH THE VAPOR. THIS CAUSES THE PAINT TO BUBBLE. ADDITIONAL WATER FROM THE LEAKING PARAPET CAPS AND FLASHING FROM THE ROOF TO WALL. STRUCTURES COULD ALSO ALLOW BOTH WATER AND WATER VAPOR TO BE INTRODUCED INTO THE WALL.
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REV: _____ DESCRIPTION: _____

Project Number: _____ Project Name: _____

Date: _____ Issue: _____

Project Name: _____

Project Address: _____

Sheet Title: _____

Sheet: _____

PROJECT NAME

PROJECT ADDRESS

IMAGES OF CONDITIONS

A101



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Developers Agreement, Lot Purchase Agreement and License Agreement for Golden Belt West Multifamily LLC

Department: Community Development

Staff Contact: City Manager/Community Development Director

Background:

Attached are the developers agreement, lot purchase agreement and license agreement for the Golden Belt West Multifamily LLC project first introduced to the Governing Body last year.

Golden Belt Heights West has been replatted and the variances required for the project to meet Abilene Zoning regulations have been approved by the Board of Zoning Appeals.

After consultation with our Bond Counsel, the City Attorney made a revision to the definition of "RHID Funds" to clarify funds are being paid to the developer out the General Fund, after received by the city.

Once the attached documents are approved the developer can pull permits and begin construction.

Recommendation:

Approve the agreements with Golden Belt West Multifamily LLC

Fiscal Note:

NA

Funding Source:

NA

DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter “Agreement”), entered into this 22nd day of January, 2024, by and between the City of Abilene, Kansas, a municipal corporation (“City”), and Golden Belt West Multifamily, LLC, a Kansas limited liability company (“Developer”).

RECITALS

- A.** City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a multi-family apartment complex development within the Golden Belt Heights West subdivision in Abilene, Kansas (the “Development”);
- B.** Developer owns or will own the real property located within the boundaries of City and described as Lot 1, Block 3, of Golden Belt Heights West, in the City of Abilene, Kansas (hereinafter the “Property”);
- C.** Developer desires to develop the Property by construction of a 12-unit multifamily apartment complex, all as more fully described herein;
- D.** City has determined that the construction of the Development will foster the economic development of City and surrounding area of Dickinson County, Kansas; and,
- E.** The Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

Affiliate Entity means any entity wholly-owned or controlled by either Developer or its principals, or any entity which owns or controls Developer or its principals, or any entity under common control of or by Developer or its principals, or under common control by the shareholders or principals of the same.

Agreement means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

City means the City of Abilene, Kansas.

Concept Site Plan means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as Exhibit A hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project.

Construction Plans means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

Development Project means the design, engineering, constructing, furnishing, and equipping of a 12-unit multifamily apartment complex, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure on the Property, in accordance with the Concept Site Plan.

Developer Eligible Costs means an amount equal to 75% of the total Project Costs incurred and paid by Developer, which shall be reimbursable to the Developer pursuant to the provisions of this Agreement.

Developer's Share of RHID Funds means an amount equal to 50% of the RHID Funds.

Material Change shall mean any change in the Concept Site Plan that significantly affects the nature of the Development Project, the number of units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

Project Costs means all costs associated with the acquisition and completion of the Development Project.

Property means the real property on which the Development Project will be located.

RHID Funds means those amounts paid from the Dickinson County Treasurer to the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Development Project, but only to the extent such amounts are attributable to the Property and actually received by the City, as payment or reimbursement for prior payment of past, present, or future special assessments levied against Property pursuant to K.S.A. 12-6a01 et seq. or K.S.A. 12-6a26 et seq.

Rural Housing Incentive District means a rural housing incentive district created by the City for the Development pursuant to the Kansas Rural Housing Incentive District Act.

Substantial Completion means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

Work means all work necessary to prepare the Property and to construct the Development Project, including; (1) construction, reconstruction and/or relocation of utilities; (2) construction

of the multi-family apartment complex, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (3) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II CONSTRUCTION OF THE PROJECT

2.1 Development Project; Construction Schedule. Developer shall commence construction of the Development Project on the Property not more than ninety (90) days after the Effective Date of this Agreement. Developer will diligently pursue Substantial Completion of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

2.2 Concept Site Plan. Developer shall promptly notify City in writing of any Material Changes to the Concept Site Plan at least fifteen (15) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefor. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project; provided, however, that Developer may not make Material Changes to the Concept Site Plan without the advance written consent of City.

2.3 Construction Permits and Approvals. Except as stated herein, before commencement of construction or development of any buildings, structures or other work or improvements, Developer shall secure, or has secured, any and all permits and approvals which may be required by City and any other governmental agency having jurisdiction as to such construction, development or work. Such permits and approvals may be obtained by Developer in phases corresponding to particular stages of construction. City shall cooperate with and provide all usual assistance to Developer in securing these permits and approvals, and shall promptly and diligently process, review and consider all such permits and approvals as may be required by law; except provided that City shall not be required to issue any such permits or approvals for any portion of the Project not in substantial conformance with this Agreement. City shall waive all permit fees and utility tap fees required by City in relation to the construction of the Development and all Future Projects.

2.4 Additional Amenities and Project Features.

(a) Wayfinding Signage. City agrees to allow Developer to install one or more wayfinding signs for the Project in the City's public right-of-way. The form and location of such sign(s) shall be subject to prior approval by City and mutually agreed upon by the parties. Developer agrees to purchase, install, and maintain such approved sign(s) at Developer's sole cost and expense.

(b) Lighting. Developer may install additional lighting within the public right-of-way abutting the Property, at Developer's sole cost and expense, subject to applicable permits

or approvals required by City, provided that City shall waive all applicable permit fees therefor.

(c) Mailboxes. City agrees to purchase, install, and maintain all mailboxes for the dwelling units in the Project, at City's sole cost and expense.

(d) Road Maintenance. City shall maintain all existing city roads located in the blocks surrounding the Development, including but not limited to Northwest 17th Street and all roads providing access to the Development, in accordance with the same standards that it maintains other city roads in the city of Abilene, Kansas. Developer is responsible for maintenance and snow removal of the parking surface located in the Development and the curbs abutting the Property.

(e) Sewer; Water Services. Prior to completion of the Work by Developer, City shall complete the removal and capping of existing sewer stubs. City shall construct, put into service, and maintain all water services provided to the Property, including but not limited to extension of water, fire, and sewer lines from the South side of Northwest 17th Street to the North side, at City's sole cost and expense.

(f) Detention Pond. City shall, at City's sole cost and expense, expand the existing detention pond as necessary for the Development as determined in Developer's sole discretion.

2.5 No Waiver. Nothing in this Agreement shall constitute a waiver of City's right to consider and approve or deny Governmental Approvals pursuant to City's regulatory authority as provided by City building code and applicable law. Developer acknowledges that satisfaction of certain conditions contained in this Agreement require the reasonable exercise of the City's discretionary zoning authority by City's Planning Commission and Governing Body in accordance with City's zoning, the City Building Code and applicable State law.

2.6 Certificates of Substantial Completion and Expenditures. Promptly after Substantial Completion of the Work or a phase thereof in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion and Expenditures, in a form provided by City, which shall (1) certify Developer's satisfaction of Developer's agreements and covenants to complete the Work, or a phase thereof, and (2) verify the amount of Developer Eligible Costs for which reimbursement is sought, and that such costs were actually incurred by Developer for purposes of completing the Work. City shall, within thirty (30) days following delivery of a Certificate of Substantial Completion and Expenditures, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. The City reserves the right to require that the Certificate of Substantial Completion and Expenditures be accompanied by such bills, contracts, invoices, lien waivers, and other documentation as the City shall reasonably require for purposes of reviewing and approving the Certificate, and also reserves the right to have its agents or employees inspect all work and records for which the Certificate is submitted. Each Certificate of Substantial Completion and Expenditures shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate, City furnishes Developer with specific written objections, describing such objections

or deficiencies and the measures required to correct such objections or deficiencies in reasonable detail. City's execution of the Certificate of Substantial Completion and Expenditures will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Development Project.

2.7 Potential Expansion of Development Project. The parties acknowledge and agree that City has separately granted Developer an option to purchase additional lots within the Development for purposes of enabling Developer's future development of additional multi-family apartment complexes within the Development that are substantially similar to the Development Project that Developer is agreeing to construct on the Property pursuant to this Agreement ("Future Projects"). If Developer exercises its option to purchase additional lots within the Development for purposes of constructing one or more Future Projects, and provided that Developer is not in default under this Agreement, such additional lot(s) and Future Projects shall be made subject to this Agreement and the definitions of "Property" and "Developer's Project" shall be amended and supplemented to include such additional lots and the Future Projects. The Parties shall have the same rights and obligations with respect to such additional lot(s) and Future Projects, including but not limited to Developer's right to receive reimbursement for Developer's Share of RHID attributable to such additional lot(s) and Future Projects, in the same manner and to the same extent as Developer is entitled to receive reimbursement for Developer's Share of RHID pursuant to this Agreement. If Developer exercises its option to purchase additional lots within the Development for purposes of constructing one or more Future Projects pursuant to this Section, the Parties shall execute an addendum to this Agreement to make such additional lots and Future Projects expressly subject to the terms and conditions of this Agreement, and to establish and agree upon the Concept Site Plan for each Future Project.

ARTICLE III FINANCING OBLIGATIONS

3.1 Financing of Development Project. All costs of the Development Project will be paid in cash or financed by the Developer.

3.2 Pay-as-you-go Reimbursement. Following City's approval of the Certificate of Substantial Completion and Expenditures, City shall disburse to Developer the Developer's Share of RHID Funds within thirty (30) days of City's receipt of the RHID Funds from the Dickinson County Treasurer, to reimburse Developer for the Developer Eligible Costs, if and to the extent that: (i) the term of the Rural Housing Incentive District has not yet expired, or the Rural Housing Incentive District has not been terminated or dissolved in accordance with applicable law (except that RHID Funds produced prior to expiration of the term of the Rural Housing Incentive District may be reimbursed to Developer regardless of whether such term has expired), (ii) the previous reimbursements to Developer under this Agreement, in the aggregate, do not exceed the amount of the Developer Eligible Costs, (iii) the RHID Funds have actually been paid to, and received by, City from the Dickinson County Treasurer, and (iv) Developer is not in material default under this Agreement and/or this Agreement has not been terminated. City will have no liability and/or responsibility to Developer for any payment greater than available RHID Funds that are actually received from the Dickinson County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the Rural Housing Incentive District.

3.3 Developer's Payment of Taxes. Developer represents and warrants to City that Developer will pay or cause to be paid, at the times prescribed by State law, all *ad valorem* property taxes and special assessments, if any, properly levied against the Project and the Property owned by Developer. Nothing in this Section shall in any way limit Developer's right to protest property taxes levied against the Project or the Property and to delay payment of such taxes until the dispute reaches a resolution.

3.4 Additional Incentives. The parties acknowledge and agree that, if this Agreement has not been terminated prior to the expiration of the Rural Housing Incentive District, then City will consider a request by Developer for additional tax abatement incentives for the Project, subject to the discretion of City's governing body and applicable law.

ARTICLE IV GENERAL PROVISIONS

4.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer materially defaults in or materially breaches any material provision of this Agreement and fails to cure or begin action to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

4.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from Developer of such default or breach.

4.3 Binding Effect; Assignment. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns. Developer may at any time, with prior written notice to the City but without the need for approval from City: (a) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement to an Affiliate Entity; (b) make a collateral assignment of its rights under this Agreement to a single financial institution as security for a financing of the Development Project; and/or (c) sell, transfer and convey all or any portion of the Development Project, and the underlying real property, comprising the Development Project to an Affiliate Entity. Prior to the delivery and acceptance by City of a Certificate of Substantial Completion for the Project, Developer may, with prior written notice to City and written approval of the City Manager, which approval shall not be unreasonably withheld: (i) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement with respect to the Development Project to a third party; and/or (ii) sell, transfer and convey all or any portion of the Development Project, and the underlying real property, comprising the Development Project. After the delivery and acceptance by City of a Certificate of Substantial Completion for the Development Project, the Developer may, with prior written notice to City but without the need for approval of the City: (x) assign, transfer and convey all or substantially all of Developer's rights and duties under this Agreement to a third party; and/or (y) sell, transfer and

convey all or any portion of the Development Project, and the underlying real property. Any decision to consent or refuse consent to an assignment pursuant to this Section requiring City consent will be solely at the discretion of the City Manager or the Governing Body, as the case may be. Nothing herein will be construed to delegate rights or responsibilities of City under this Agreement, including without limitation the determination of eligible project costs for reimbursement. Any assignment of Developer's rights under this Agreement may include the right to reimbursement. Notwithstanding the foregoing or anything in this Agreement to the contrary, there shall be no restriction on, and City approval shall not be required for: (1) the leasing of the Development Project (or any portion thereof) to tenants, or (2) the forming by Developer of additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning.

4.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party and/or withholding funds. For purposes of this Section, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

4.5 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

To Developer: Golden Belt West Multifamily, LLC
 c/o Charles H. Busch, Co-Manager
 P.O. Box 1088
 Manhattan, KS 66505

With a copy to: Arthur-Green, LLP
 Attn: William J. Bahr
 801 Poyntz Avenue
 Manhattan, KS 66502

To City: City of Abilene, Kansas
 c/o City Manager
 P.O. Box 519
 Abilene, KS 67410

Or to such other address with respect to either Party as that Party may, from time to time, designate

in writing and forward to the other as provided in this Section.

4.6 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

4.7 Inspection. Developer shall allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

4.8 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

4.9 Entire Agreement; Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

4.10 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

4.11 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

4.12 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

4.12.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

4.12.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

4.12.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

4.12.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

4.12.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

4.12.6 Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

ARTICLE V
REPRESENTATIONS OF THE PARTIES

5.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

5.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

{Signature page follows}

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

City of Abilene, Kansas

By: _____
Brandon Rein, Mayor

“DEVELOPER”

Golden Belt West Multifamily, LLC

By: _____
Charles H. Busch, Co-Manager

EXHIBIT A
CONCEPT SITE PLAN

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into this 22nd day of January, 2024, by and between the City of Abilene, Kansas (the “City”) and Golden Belt West Multifamily, LLC, a Kansas limited liability company (“Licensee”).

Recitals

A. Licensee intends to develop and construct a multi-family apartment complex within the Golden Belt Heights West subdivision in Abilene, Kansas, on the property bordered by NW 17th Street on the south, and Lawrence Drive on the east, and legally described as follows (the “Property”):

Lot 1, Block 3, Golden Belt Heights West, in the City of Abilene, Kansas (hereinafter “the Property”)

B. The City is the owner of certain public right-of-way for NW 17th Street and Lawrence Drive adjacent to and abutting the south and east boundaries of the Property, respectively (the “Right-of-Way”).

C. The Licensee desires to construct parking stalls located in the Right-of-Way, for the use and benefit of the Licensee and occupants, visitors, and guests of the apartment complex to be developed on the Property.

D. The Licensee further desires to install a trash enclosure in the Right-of-Way, for purposes of concealing the trash receptacles servicing the Property.

E. The City has found it to be in the public interest to grant a license to the Licensee to allow the construction and maintenance of parking stalls and a trash enclosure in a portion of the Right-of-Way, subject to the terms and conditions of this Agreement.

THE PARTIES THEREFORE AGREE:

1. **Grant.** The City hereby grants a license (the “License”) to the Licensee to install and maintain the parking stalls and the trash enclosure within the portions of the Right-of-Way as shown on the site plan attached hereto as Exhibit A (collectively, the “Licensed Area”), for the use and benefit of Licensee, and occupants, visitors, and guests of the apartment complex to be developed on the Property.

2. Installation; Maintenance; Alterations; Enforcement.

A. The Licensee shall be responsible, at its sole cost and expense, for:

- (1) installing, constructing, equipping, repairing, and maintaining the concrete pavement and trash receptacles in the Licensed Area in a good and safe condition and in accordance with generally accepted standards;

(2) painting all lines for the parking stalls in the Licensed Area; and

(3) removing snow, trash, and rubbish in the Licensed Area.

B. Except in connection with the performance of its obligations under Section 2.A above, the Licensee shall not make any alterations, additions, or improvements on or to the Licensed Area without the prior written consent of the City by an amendment to this Agreement.

C. In the use of the Licensed Area under this Agreement, the Licensee shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City and any other governmental bodies now or hereafter having jurisdiction, which are applicable to the use and occupancy of the public right-of-way. Without limiting the foregoing, the Licensee shall comply with all laws and requirements of the City relating to permits and fees, sidewalk and pavement cuts or excavations, utility location, construction coordination, and other requirements on the use of the public right-of-way.

D. The Licensee acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the Licensed Area, without notice, to inspect or ensure compliance with this Agreement. The right of access granted by this section shall be in addition to the City's rights to access the Licensed Area in the exercise of its proper authority to regulate and provide for the public health, safety, and welfare.

E. The Licensee shall be solely responsible for monitoring compliance with, and the enforcement of, any private rules, regulations, or restrictions established by the Licensee for the parking stalls within the Licensed Area. Any private rules, regulations, or restrictions established by the Licensee shall not be deemed a part of the Abilene Code or otherwise enforceable by the City. The Licensee shall not place or allow any signs or advertisements to be displayed in the Licensed Area other than identification and instructional signs related to the parking spaces, the form and content of which shall be subject to the City Manager's prior written approval.

3. Access for Utility Work; Repairs.

A. The Licensee acknowledges and agrees that the City, and its authorized franchisees, or any other public utility company lawfully maintaining facilities in the public right-of-way, shall be allowed to access, locate, construct, install, excavate, repair, or maintain any public utility facilities in the Licensed Area. The City shall not be responsible for repairing any damages to the Licensee's property, including concrete, arising from work performed by the City, any franchised utility, or any other public utility company pursuant to this section. In addition, the Licensee shall be solely responsible for repairing any such damages arising from work performed by any of the City's authorized franchisees or any other public utility company lawfully maintaining facilities in the public right-of-way, except to the extent that the applicable franchise agreement, right-of-way use agreement, and/or applicable law impose liability, in whole or in part, upon the franchisee or public utility company.

B. Upon notice from the City or any of its franchisees, the Licensee agrees to promptly remove, or caused to be removed, any vehicles within the Licensed Area, if such removal

is deemed necessary by the City or its franchisees in order to access, install, or repair any public utilities within the Right-of-Way. In the event of an emergency, the City or any of its affected franchisees shall by any means possible notify the Licensee and those persons known to be responsible for vehicles within the Licensed Area of the need to immediately remove the vehicles. If the Licensee fails to remove any vehicles as required hereunder, the City shall have the right to tow such vehicle(s) at the Licensee's sole cost and expense.

4. Indemnification. The Licensee shall defend, indemnify, and hold harmless the City, its agents, representatives, officers, officials, and employees from and against any and all claims, damages, losses, judgments and expenses (including but not limited to attorney fees and court costs) that may arise from or in any way relate to this Agreement or the Licensee's use of the Licensed Area.

5. No Warranty or Representation. By granting this License the City does not warrant title to or the right to possess and occupy the Right-of-Way. In the event that it is determined that the City is not entitled to possess and utilize the Right-of-Way, this Agreement shall terminate and the Licensee shall quit and surrender its use of the Licensed Area in compliance with this Agreement. The Licensee agrees that the City has made no representations with respect to the Licensed Area or its condition, and that the Licensee is not relying on any representations of the City or its agents with respect to the Licensed Area or its condition. This Agreement grants the Licensee a License to use the Licensed Area in its present condition, "as is," without any warranties, representations, or assurances from the City.

6. Term. The License shall commence upon execution of this Agreement, and shall continue until the earlier of:

A. Discontinuation of the Licensee's use of the Licensed Area at the locations depicted in the attached Exhibit A;

B. Termination by the City based upon the failure of the Licensee to comply with any term, condition, or covenant of this Agreement after thirty (30) days' written notice from the City to the Licensee of the specific failure to comply; or

C. Written notification to the Licensee by the City that the public interest is best served by the use of the Right-of-Way in a manner in conflict with the License, and that the License shall terminate no less than twenty-four (24) months following such notice.

7. Responsibilities upon Termination. Upon termination pursuant to Section 6 above, the Licensee shall restore the Licensed Area to as good a condition as existed prior to the License. If the Licensee fails to restore the Licensed Area within thirty (30) days after notice from the City to do so, the City shall have the right to cause the necessary work to be performed and charge the cost of the work against the Licensee and/or assess the costs as a special assessment against the Property.

8. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, or waived except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, modification, or waiver is sought. Any such amendment may be recorded and indexed to the Property in the records of the Dickinson County Register of Deeds.

9. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

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

Licensee: Golden Belt West Multifamily, LLC
c/o Charles H. Busch, President
P.O. Box 1088
Manhattan, KS 66505

10. **No Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11. **Invalidity in Part.** If any clause, sentence, or paragraph of this Agreement shall be held to be invalid, it shall not affect the validity of the remaining provisions of this Agreement.

12. **Applicable Law; Venue.** This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Dickinson County, Kansas District Court.

13. **Assignment of License.** The assignment of any rights under this Agreement by the Licensee shall be subject to the prior written consent of the City.

14. **Authority and Consent to Transaction.** Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of

this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

15. Binding Effect. The City and the Licensee agree that this Agreement shall be recorded with the Office of the Dickinson County Register of Deeds and shall be indexed to the Property. This License shall “run with the land” in relation to the Property and shall be binding upon and inure to the benefit of the Licensee, its authorized or permitted successors and assigns, and any subsequent owners of all or any portion of the Property.

Executed the day and year first above written.

CITY OF ABILENE, KANSAS

By: _____
Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC, City Clerk

GOLDEN BELT WEST MULTIFAMILY, LLC

By: _____
Charles H. Busch
Title: _____

ACKNOWLEDGEMENTS

STATE OF KANSAS, COUNTY OF DICKINSON, ss:

This instrument was acknowledged before me on January ____, 2024, by Brandon Rein, Mayor of the City of Abilene, Kansas, and Shayla L. Mohr, CMC, City Clerk for the City of Abilene, Kansas.

Notary Public
Printed Name: _____

STATE OF KANSAS, COUNTY OF _____, ss:

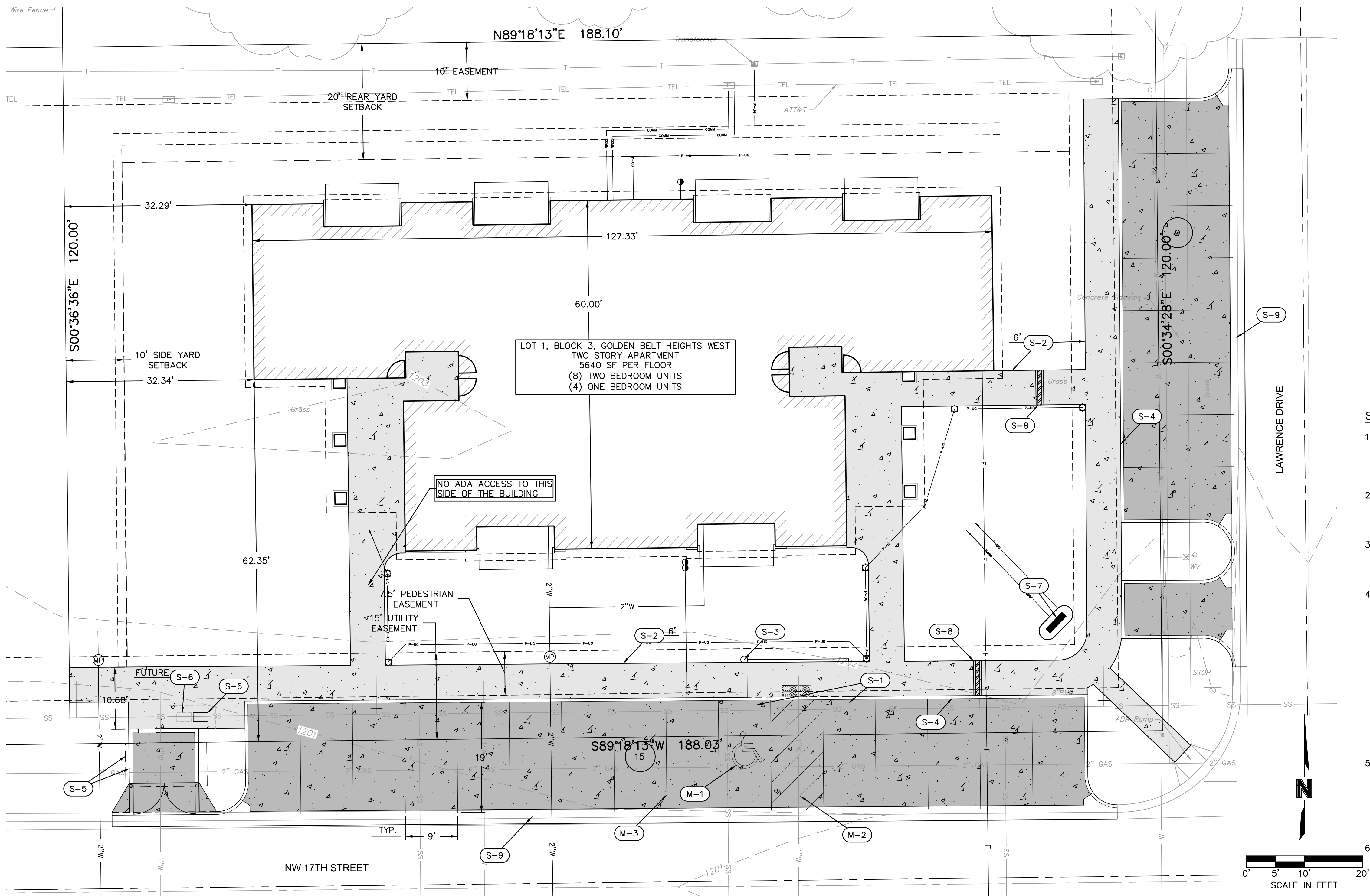
This instrument was acknowledged before me on January ____, 2024, _____ by Charles H. Busch, as _____, a Kansas limited liability company.

Notary Public
Printed Name: _____

EXHIBIT A
SITE PLAN

{ See attached }

DWG: F:\2023\04501-05000\023-04620\40-Design\AutoCAD\Final Plans\Sheets\GNCV\C-SIT01_02304620.dwg
DATE: Aug 31, 2023 4:07pm
XREFS: C_PBASE_02304620 V_PFLAT_F2200584 C_PBASE_HATCH_02304620
USER: pparikh
V_PFLAT_F2200584 C_PBASE_HATCH_02304620



SITE KEY NOTES

- S-1 INSTALL CONCRETE WHEEL STOP
- S-2 CONCRETE SIDEWALK
- S-3 INSTALL HANDICAP PARKING SIGN
- S-4 INSTALL 6" INTEGRAL CURB
- S-5 INSTALL DUMPSTER ENCLOSURE W/ EASEMENT SEE ARCH.
- S-6 INSTALL MAIL BOX (SURFACE MOUNT)
- S-7 MONUMENT SIGN LOCATION SEE ARCH. COORDINATE ELECTRICAL
- S-8 INSTALL SIDEWALK FLUME
- S-9 INSTALL VALLEY GUTTER CURB

PAVEMENT MARKING LEGEND

- M-1 INSTALL ADA ACCESSIBLE SYMBOL
- M-2 INSTALL 4" STRIPES @ 45'; 2' O.C.
- M-3 4" PARKING LOT STRIPE

PAVING LEGEND

- CONCRETE SIDEWALK SECTION
- CONCRETE PAVEMENT SECTION

LOT COVERAGE

LOT 22567.96 SF
BUILDING 5631.23 SF
5631.23/22567.96 = 25.95% < MAX 50%

REQUIRED PARKING

REQUIRED = 12 UNITS @ 2 PER UNIT
= 24 STALLS
PROVIDED = 24 STALLS

BUILDING SET BACKS

20 FT REAR YARD
10 FT SIDE YARD
15 FT FRONT YARD

ZONING

EXISTING R-3

VARIANCES REQUESTED

PARKING:
22-302 STREET AND ALLEYS SHALL BE USED ONLY FOR ACCESS TO AND FROM PARKING FACILITIES AND SHALL NOT BE USED FOR MANEUVERING OF VEHICLES."

22-308 " PARKING FACILITY IN RESIDENTIAL DISTRICTS. ANY PARKING FACILITY FOR EIGHT OR MORE VEHICLES (1) WHEN IN RESIDENTIAL ZONING DISTRICTS AND (2) WHICH ARE ADJACENT TO A RESIDENTIAL OR MANUFACTURED HOME ZONED DISTRICT, SHALL HAVE A SCREEN FENCE OR WALL TO PREVENT THE PASSAGE OF VEHICULAR LIGHTS AND TO PREVENT THE FLOWING OF DEBRIS.

TRASH ENCLOSURE:

APPENDIX C 2-301 "NO WALL OR FENCE MORE THAN FOUR FEET (4') IN HEIGHT MAY PROJECT INTO OR ENCLOSE ANY REQUIRED FRONT YARD. WALLS OR FENCES OF UP TO SEVEN FEET (7') IN HEIGHT MAY PROJECT INTO OR ENCLOSE OTHER REQUIRED YARDS.

EASEMENT AND AGREEMENT TO PLACE TRASH ENCLOSURE ON RIGHT-OF-WAY.

REFERENCES

- ARCHITECTURAL AND STRUCTURAL ELEMENTS SHOWN IN THESE PLANS ARE FOR REFERENCE ONLY. CONTRACTORS AND SURVEYORS SHALL REFERENCE THEIR RESPECTIVE PLANS FOR DESIGN INFORMATION.
- THE CONTRACTOR SHALL ADHERE TO THE SITE PREPARATION AND STRUCTURAL FILL RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AS PROVIDED BY THE GEOTECHNICAL ENGINEER INCLUDING ALL CURRENT ADDENDUMS. THE STANDARDS AND SPECIFICATIONS OF ABILENE, KANSAS SHALL ALSO APPLY AND TAKE PRECEDENCE WHEN STRICTER THAN THE GEOTECHNICAL REPORT OR WHEN NO GEOTECHNICAL REPORT IS GIVEN.
- UNLESS EXPLICITLY DESCRIBED OTHERWISE WITHIN THESE PLANS THE FOLLOWING SHALL APPLY:
 - ALL CONSTRUCTION, INCLUDING THOSE LISTED BELOW, SHALL CONFORM TO THE LATEST CODES AND ORDINANCES OF WBILENE, KANSAS.
 - ALL CONSTRUCTION IN KANSAS HIGHWAY DEPARTMENT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST SPECIFICATIONS ADOPTED BY U.S. DEPARTMENT OF TRANSPORTATION AND KANSAS HIGHWAY DEPARTMENT.
 - ALL TRAFFIC CONTROL SIGNAGE SHALL CONFORM WITH THE CURRENT EDITION OF THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - ALL UTILITY EXTENSIONS AND CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE UTILITY COMPANIES.
 - ALL EXTERIOR PAVEMENT (PCC, ASPHALT, ETC.) SHALL BE IN CONFORMANCE WITH THE SPECIFICATIONS OF ABILENE, KANSAS AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT.

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE DELIVERY MANAGER AND COORDINATING THE FINAL MAILBOX LOCATIONS.

SHOP DRAWINGS

- THE CONTRACTOR SHALL SUBMIT SHOP DRAWING A MINIMUM OF 7 DAYS PRIOR TO THE REQUESTED DATE OF APPROVAL. ENGINEER SHALL REVIEW SHOP DRAWINGS OR SAMPLES CONFORMANCE WITH THE DESIGN FOR THIS PROJECT AS DESCRIBED IN THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS. THE ENGINEER'S REVIEW SHALL NOT EXTEND TO MEANS OR METHODS OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY VARIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS UNLESS CONTRACTOR HAS NOTIFIED ENGINEER OF EACH SUCH VARIATION AT THE TIME OF SUBMISSION, AND OBTAINED ENGINEER'S WRITTEN APPROVAL OF EACH SUCH VARIATION. PRIOR TO SUBMITTING EACH SHOP DRAWING OR SAMPLE, CONTRACTOR SHALL HAVE REVIEWED AND VERIFIED:
 - ALL FIELD MEASUREMENTS, QUANTITIES, DIMENSIONS, SPECIFIED PERFORMANCE CRITERIA, INSTALLATION REQUIREMENTS, MATERIALS, CATALOG NUMBERS AND SIMILAR INFORMATION WITH RESPECT THERETO;
 - ALL MATERIALS WITH RESPECT TO INTENDED USE, FABRICATION, SHIPPING, HANDLING, STORAGE, ASSEMBLY AND INSTALLATION PERTAINING TO THE PERFORMANCE OF THE WORK;
 - ALL INFORMATION RELATIVE TO MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES OF CONSTRUCTION AND SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO;
 - CONTRACTOR SHALL ALSO HAVE REVIEWED AND COORDINATED EACH SHOP DRAWING OR SAMPLE WITH OTHER SHOP DRAWINGS AND SAMPLES, AND WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS.
 - ALL SUBMITTED SHOP DRAWINGS SHALL BEAR A STAMP OR SPECIFIC WRITTEN INDICATION AND SIGNATURE THAT CONTRACTOR HAS FULLY COMPLETED THE ABOVE TASKS.
- THE CONTRACTOR SHALL SUBMIT THE MATERIAL DATA, PRODUCT DATA, SCHEDULES, AND DRAWINGS AS REQUIRED FOR CONSTRUCTION PRIOR TO INSTALLATION AS REQUIRED BY THE PROJECT SPECIFICATIONS, ENGINEER, OR OWNER. THE SUBMITTALS FOR MATERIAL DATA SHALL INCLUDE MIX DESIGNS, CERTIFICATIONS, GRADATIONS, OR MATERIAL TESTING AS REQUIRED FOR EACH SPECIFIC MATERIAL. THE MANUFACTURER, TRADE NAME, MODEL OR TYPE NUMBER SHALL BE PROVIDED FOR MANUFACTURED PRODUCTS USED.



VICINITY MAP
NTS

SITE PLAN NOTES

- ALL PAVEMENT DIMENSIONS ARE TO BACK OF CURB, OR EDGE OF PAVEMENT WHERE NO CURB IS PRESENT, UNLESS OTHERWISE NOTED. DIMENSIONED TIES BETWEEN PROPERTY LINES AND BUILDING FACES OR PAVEMENT ARE AS INDICATED. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY ADJUSTMENTS NECESSARY FOR FOUNDATIONS, BEDDING EXTENSIONS, SURCHARGING, ETC.
- INSTALLED PAVEMENT SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT TO PROVIDE SMOOTH SURFACE TRANSITIONS. INSTALLED CURB & GUTTER SHALL MATCH EXISTING CURB & GUTTER IN SIZE AND TYPE OR CONTRACTOR SHALL INCLUDE A TRANSITION FROM NEW TO EXISTING OF NO LESS THAN 5' AS MEASURED ALONG BACK OF CURB.
- ALL PCC PAVING SHALL BE IN CONFORMANCE WITH LOCAL CODES AND ORDINANCES AND THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, WHERE NOT COVERED BY THE ABOVE. PCC PAVING SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF KANSAS DEPARTMENT OF TRANSPORTATION.
- CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS FOLLOWS (REFER TO HARDSCAPE PLANS FOR SPECIFIC TREATMENT OF THESE AREAS):
 - CONTROL JOINTS SPACED AS SHOWN IN THESE PLANS OR AT INTERVALS NOT GREATER THAN 1.5x PANEL WIDTH OR 12 FEET (WHICHEVER IS SMALLER).
 - CONTROL JOINTS SHALL BE TOOLED OR SAWCUT TO 1/4 THE SLAB THICKNESS. LOCAL STANDARDS AND SPECIFICATIONS SHALL TAKE PRECEDENCE WHERE MORE STRICT THAN THOSE LISTED HERE.
 - CONSTRUCTION JOINTS PLACED AT THE END OF EACH POUR AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE.
 - ISOLATION JOINTS PLACED WHERE THE PAVEMENT ABUTS THE BUILDING, DRAINAGE STRUCTURES AND OTHER FIXED STRUCTURES, CONSTRUCTED WITH A 1/2" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD, AND WITH A THICKENED EDGE, INCREASED BY 20 PERCENT, TAPERED TO THE REGULAR THICKNESS IN 5 FEET.
 - ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL.
- CURB JOINTS SHALL BE CONSTRUCTED AS FOLLOWS:
 - PLACE 3/4" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD AT 200' INTERVALS, AT BEGINNING AND END OF ALL RADII, AND AT STRUCTURES.
 - CONTRACTION JOINTS SPACED AT INTERVALS NOT GREATER THAN 10 FEET, SAWED TO 1/4 THE SLAB THICKNESS.
- ACCESSIBLE PARKING
 - STALLS SHALL BE SIGNED WITH CITY/ADA APPROVED SIGN AND CONSTRUCTED IN STRICT ACCORDANCE WITH CITY/ADA CODES AND ORDINANCES.
 - ACCESSIBLE PARKING STALLS SHALL NOT EXCEED 2.00 PERCENT IN ANY DIRECTION. ACCESSIBLE SIDEWALKS HAVE A MAXIMUM CROSS SLOPE OF 2 PERCENT AND A MAXIMUM LONGITUDINAL SLOPE OF 5 PERCENT.
 - STALLS SHALL BE MARKED BY THE INTERNATIONAL HANDICAPPED SYMBOL AT INDICATED PARKING SPACES. USE A SUITABLE TEMPLATE THAT WILL PROVIDE A PAVEMENT MARKING WITH SHARP EDGES AND ENDS.
- PAVEMENT MARKINGS SHALL NOT BE APPLIED UNTIL LAYOUT, COLORS AND PLACEMENT HAVE BEEN VERIFIED WITH THE ARCHITECT AND ENGINEER, THE INSTALLED PAVEMENT IS ALLOWED TO AGE AS RECOMMENDED BY THE MANUFACTURER (MINIMUM OF 24 HOURS), AND THE PAVEMENT SURFACE HAS BEEN SWEEPED AND CLEANED.
- PAVEMENT MARKINGS SHALL INCLUDE TRAFFIC LANES, PARKING BAYS, AREAS RESTRICTED TO HANDICAPPED PERSONS, CROSSWALKS, AND OTHER DETAIL PAVEMENT MARKINGS SHOWN IN THESE PLANS.
- ALL PARKING LOT STRIPING SHALL BE SINGLE LINE 4" WIDE WHITE STRIPES UNLESS OTHERWISE INDICATED WITHIN THESE PLANS. ALL ROAD STRIPING SHALL BE AS INDICATED WITHIN THESE PLANS.
- PAINT FOR MARKING PAVEMENT SHALL CONFORM TO FEDERAL HIGHWAY MARKING STANDARDS (FHMS) AND CITY OF ABILENE CITY CODES AND ORDINANCES. USE FLAT BLACK, WHITE, OR YELLOW AS DIRECTED WITHIN PLANS OR IN CONFORMANCE WITH THE FHMS, UNLESS OTHERWISE SPECIFIED USE LATEX, WATER-BASE EMULSION, READY-MIXED, COMPLYING WITH FS TT-P-1952 WITH DRYING TIME OF LESS THAN 45 MINUTES.
- APPLY ALL MARKINGS USING APPROVED MECHANICAL EQUIPMENT (WITH PROVISIONS FOR CONSTANT AGITATION OF PAINT), CAPABLE OF APPLYING THE MARKING WIDTHS AS SHOWN, AND A MINIMUM WET FILM THICKNESS OF 15 MILS. USE PNEUMATIC SPRAY GUNS FOR HAND APPLICATION OF PAINT. ALL PAINTING EQUIPMENT AND OPERATIONS SHALL BE UNDER THE CONTROL OF EXPERIENCED TECHNICIANS THOROUGHLY FAMILIAR WITH EQUIPMENT AND MATERIALS AND MARKING LAYOUTS.

GENERAL LAYOUT

GOLDEN RIDGE APARTMENTS
BUILDING #1

ABILENE, KS

2023

drawn by: PWP
checked by: PWP
QA/QC by: PWP
project no.: 023-04620
drawing no.: C-SIT01_02304620
date: AUG 2023

SHEET
C 1.0



REVISIONS

REV. NO. DATE DESCRIPTION

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City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Comprehensive Plan 2024-2045 Ordinance 24-3443

Department: Community Development

Staff Contact: Kari Zook

Background:

The process for updating the 2006 Comprehensive Plan started in the fall of 2022. In January 2023, Foster Design Associates was awarded the contract to begin, and a steering committee was formed.

Throughout 2023, numerous meetings were held with the public, city staff, the steering committee, and our Planning Commission with updates throughout the process advertised on our community engagement platform.

After many discussions, submitted data collection forms, and questionnaire results, Foster Design presented the Comprehensive Plan 2024-2045 to the Planning Commission during a public hearing on January 16, 2024. The Plan was approved by Resolution 012224-1 from the Planning Commission. That Resolution, Plan Adoption Certification, and the unapproved meeting minutes are attached to the agenda packet for reference, as well as the final draft of the Comprehensive Plan 2024-2045.

This statutory document will guide city staff and leaders with attainable goals for the 22-year planning period in land use and development, infrastructure extensions, economic development, housing, historic preservation, and other aspects of the community.

The Parks Master Plan will be presented to the Planning Commission on February 6, 2024. Upon their acceptance of the document, it will then go to the Recreation Commission for their review and approval. The final step will be seeking approval from the City Commission. The Recreation Commission will be charged with implementing the Parks Plan and reviewing it annually.

Recommendation:

Approve Ordinance 24-3443 adopting the Comprehensive Plan 2024-2045 for the City of Abilene.

Fiscal Note:

N/A

Funding Source:

\$75,000 was budgeted in the 2023 Community Development special projects fund for the Comprehensive Plan and Parks Master Plan update.

ORDINANCE NO. 24-3443

AN ORDINANCE APPROVING THE *ABILENE COMPREHENSIVE PLAN 2024-2045*

WHEREAS:

- Kansas statutes grant the Abilene City Planning Commission **authority** to adopt a comprehensive plan for all of the City plus a certain surrounding area which has an influence on the planning and development of the City. That area, described in the *Comprehensive Plan* as the Planning Area, is in parts of Willowdale, Buckeye, Lincoln and Grant Townships, in Dickinson County, Kansas.
- As required by K.S.A. 12-743(a), **written notification** of the City's intent to adopt a comprehensive plan which affects property outside the City was provided to the Dickinson County Board of Commissioners, and to the Township Trustees of Willowdale, Buckeye, Lincoln and Grant Townships, more than 20 days prior to the public hearing.
- As required by K.S.A. 12-747(b), the Planning Commission held a **public hearing** on the *Abilene Comprehensive Plan 2024-2045*. Public notice of the hearing was published in the official city newspaper on December 21, 2023, more than 20 days prior to the public hearing. The public hearing was held on January 16, 2024.
- On January 16, 2024, the Abilene City Planning Commission approved Resolution #012224-1, adopting the *Abilene Comprehensive Plan 2024-2045*.
- As required by K.S.A. 12-747(b), a certified copy of the *Abilene Comprehensive Plan 2024-2045*, a written summary of the public hearing, and a copy of the Planning Commission Resolution adopting the *Plan* were submitted to the Governing Body for consideration.
- A certified copy of the *Abilene Comprehensive Plan 2024-2045*, as approved by the Governing Body on January 22, 2024, is on file in the City Clerk's office.

TAKING ALL OF THESE FACTS INTO CONSIDERATION, THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, NOW HEREBY ORDAINS:

Section 1. Plan Approval

The *Abilene Comprehensive Plan 2024-2045*, as adopted by the Abilene City Planning Commission, is approved as the official comprehensive plan for the City of Abilene.

Section 2. Distribution

As required by K.S.A. 12-747(c), an attested copy of the *Abilene Comprehensive Plan 2024-2045* will be sent to all other taxing subdivisions in the Planning Area which request a copy.

Section 3. Annual Reviews

At least once a year, the Planning Commission must review or reconsider the *Abilene Comprehensive Plan 2024-2045*.

Section 4. Amendments, Extensions or Additions

The Planning Commission may propose amendments, extensions or additions to the *Abilene Comprehensive Plan 2024-2045* as they deem appropriate. As required by K.S.A. 12-747(d), any amendments, extensions, or additions must be adopted in the same manner as the original comprehensive plan.

Section 5. Effective Date

This Ordinance becomes effective upon its passage and publication once in the official city newspaper.

PASSED BY THE ABILENE CITY COMMISSION this 22nd day of January, 2024.

APPROVED BY THE MAYOR this 22nd day of January, 2024.

Brandon Rein, Mayor

(S E A L)

ATTEST:

Shayla Mohr, City Clerk

APPROVED AS TO FORM:

Aaron Martin, City Attorney

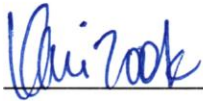
PLAN ADOPTION CERTIFICATION

I, Kari Zook, duly appointed, authorized, and acting as Secretary of the Abilene City Planning Commission, do hereby certify to the Governing Body of the City of Abilene, Kansas that the accompanying ***Abilene Comprehensive Plan 2024-2045*** was adopted by the Planning Commission on January 16, 2024, following a properly advertised public hearing.

Also certified is the accompanying ***Resolution #012224-1 Adopting the Abilene Comprehensive Plan 2024-2045***, and a copy of the **unapproved minutes** of the Abilene City Planning Commission meeting of January 16, 2024, which include a summary of the public hearing.

The extent of the Planning Area for the *Comprehensive Plan* is described in detail within the *Plan*. The Planning Area comprises an area of approximately 41.65 square miles in parts of Willowdale, Buckeye, Lincoln and Grant Townships, in Dickinson County, Kansas, and includes the City of Abilene.

CERTIFIED as of this 16th day of January, 2024.



Kari Zook, Secretary
Abilene City Planning Commission

RESOLUTION #012224-1
ADOPTING THE
ABILENE COMPREHENSIVE PLAN 2024-2045

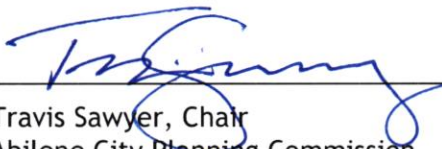
WHEREAS:

- Kansas statutes grant the Abilene City Planning Commission **authority** to adopt a comprehensive plan for all of the City plus a certain surrounding area which has an influence on the planning and development of the City. That area, described in the *Comprehensive Plan* as the Planning Area, is in parts of Willowdale, Buckeye, Lincoln and Grant Townships, in Dickinson County, Kansas.
- As required by K.S.A. 12-743(a), **written notification** of the City's intent to adopt a comprehensive plan which affects property outside the City was provided to the Dickinson County Board of Commissioners, and to the Township Trustees of Willowdale, Buckeye, Lincoln and Grant Townships, at least 20 days prior to the public hearing.
- As required by K.S.A. 12-747(b), the Planning Commission held a **public hearing** on the ***Abilene Comprehensive Plan 2024-2045***. Public notice of the hearing was published in the official city newspaper on December 21, 2023. The public hearing was held on January 16, 2024, and the Planning Commission heard all comments and remarks relating to the Comprehensive Plan, and gave consideration to all statements.
- As required by K.S.A. 12-747(b), the Governing Body of the City of Abilene will be provided with a certified copy of the ***Abilene Comprehensive Plan 2024-2045***, as well as a copy of this Resolution and a written summary of this public hearing.

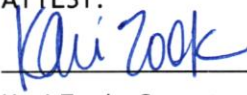
TAKING ALL OF THESE FACTS INTO CONSIDERATION, A MAJORITY OF THE MEMBERS OF THE ABILENE CITY PLANNING COMMISSION ARE RESOLVED TO:

1. Adopt the ***Abilene Comprehensive Plan 2024-2045***, as presented at and revised during this hearing, as the official comprehensive plan for the City of Abilene plus a certain surrounding area in Willowdale, Buckeye, Lincoln and Grant Townships, all in Dickinson County, Kansas.
2. RECOMMEND TO THE CITY OF ABILENE GOVERNING BODY THAT THEY APPROVE the ***Abilene Comprehensive Plan 2024-2045***, as *(revised and)* adopted, by publication of an Ordinance.

RESOLUTION APPROVED by at least a majority of all the Abilene City Planning Commission members, at Abilene, Kansas, this **16th day of January, 2024**.



Travis Sawyer, Chair
Abilene City Planning Commission

ATTEST:


Kari Zook, Secretary
Abilene City Planning Commission

Abilene Planning Commission Minutes
Abilene Public Library
209 NW 4th St., Abilene, KS
January 16, 2024, at 4:00 p.m.



1. Call to Order by Chair Sawyer at 4:00 p.m.

2. Roll Call

Planning Commissioners Present: Chair Travis Sawyer, Vice Chair Bill Marshall, William Rose, Penni Zelinkoff, Eric Anderson, Rod Boyd, Matt Mead

Absent: None

Staff Present: Community Development Director Kari Zook, Administrative Assistant Kellie Olson, Parks & Recreation Director Kellee Timbrook, City Inspector Travis Steerman, Finance Director Leann Johnson, City Manager Ron Marsh, City Clerk Shayla Mohr, Public Works Director Brad Anderson, Library Director Wendy Moulton

Public Present: David Foster, Debra Foster, Trevor Witt, Matt & DeLynn Farson, Tony Geiger, Robin Black, Duane Schrag, Jessica Goodale, Greg Wilson, Diane Miller

3. Approval of Agenda

Motion by Marshall to approve the agenda, seconded by Zelinkoff. Motion carried unanimously 7-0.

4. Minutes

Motion by Marshall to approve the December 5, 2023, minutes as written, seconded by Boyd. Motion carried unanimously 7-0.

Business

5. Comprehensive Plan 2024-2045

The public hearing to consider the adoption of the Comprehensive Plan was opened at 4:01 p.m. Kari Zook, Secretary of the Planning Commission, verified notifications of the public hearing were published in the Abilene Reflector-Chronicle on December 21, 2023, and copies of the notice of public hearing were provided to the Dickinson County Board of Commissioners, and to the Township Trustees of Willowdale, Buckeye, Lincoln, and Grant Townships.

City Manager Ron Marsh provided opening remarks regarding the process of the Comprehensive Plan and welcomed David Foster and Debra Foster of Foster Design Associates to present the Plan.

An overview was presented to the Commissioners and the audience with items of importance and the goals that are being established in the Plan for the 22-year planning period.

The Planning Commission held a brief discussion before opening the public portion for discussion at 4:39 p.m.

Diane Miller, 1601 Jayhawk St, informed the Commissioners she was involved in the 2006 Comprehensive Plan. There was opposition from members of the public at that time to a streetscape plan that suggested Buckeye Ave should be narrowed down to two-lane traffic. The only items on that plan that came to fruition were the benches and trash cans that were added recently to downtown. She also inquired about a section of the 2006 Plan that addressed city staffing numbers per department that

were comparable to other cities with a population size of Abilene. She wanted to know why this plan didn't include such data. David Foster responded that requests for additional staffing were briefly addressed throughout the Plan under each department's section and not compartmentalized in one area. Duane Schrag, 312 N Vine, informed the Commission he appreciates the emphasis on historic preservation that is discussed in the Plan. He was on the Heritage Commission when they established a grant fund process for property owners of buildings of historical significance. It was approved but hasn't been provided funding to date in the city's annual budget. He also mentioned the Tax Rates of Comparable Cities in Chapter 3 regarding the valuation and mill levy of the City of Abilene.

The public portion of the discussion was closed at 4:48 p.m.

The Planning Commission held a brief discussion. A few grammatical errors throughout the Plan were presented and will be corrected by Foster Design.

Motion by Marshall that the proposed Resolution 012224-1 to adopt the Abilene Comprehensive Plan 2024-2045 as revised be adopted and that the Plan be recommended to the Governing Body for approval by an effectuating ordinance, seconded by Anderson. Motion carried unanimously 7-0.

The Plan will be considered for approval by the Governing Body at the City Commission meeting on Monday, January 22, 2024, at 4:00 p.m. in the Commission Room of the Abilene Public Library.

The public hearing was closed at 4:53 p.m.

6. Planning Commission Comments and Staff Updates

The annual election of the chair and vice chair will be held at the February 6, 2024 meeting.

The Parks Master Plan will be presented to the Planning Commission at the February 6, 2024 meeting by Foster Design Associates. It will then be forwarded to the Recreation Commission for review and approval and then to the City Commission for final approval.

A concurrent submission of a preliminary and final plat will be presented for approval at the February 6, 2024 meeting.

7. Adjournment

Motion by Rose to adjourn at 4:56 p.m., seconded by Marshall. Motion carried unanimously 7-0.

ATTEST:

Travis Sawyer, Chair

Kari Zook
Community Development Director

Abilene Comprehensive Plan 2024–2045



Abilene Comprehensive Plan 2024-2045

adopted by the
Abilene City Planning Commission
on January 16, 2024

approved by the
Abilene Governing Body
on January 22, 2024

technical assistance by



and
Abilene City Staff

OFFICIAL COMPREHENSIVE PLAN APPROVAL

This document, entitled
Abilene Comprehensive Plan 2024-2045
is an official Plan of the City of Abilene, Kansas, for the Planning Period 2024-2045.
The Planning Area comprises the City of Abilene plus a certain surrounding area
in Dickinson County, Kansas, which is all within 3 miles of the City.

In accordance with K.S.A. 12-747, an officially advertised public hearing was held on January 16, 2024,
and this document was adopted by Resolution #012224-1 of the Abilene City Planning Commission
on January 16, 2024.

A certified copy of the *Comprehensive Plan*,
together with a copy of the adoption Resolution and a summary of the hearing,
were then submitted to the Abilene Governing Body.

ATTEST

/s/ _____

Travis Sawyer
Chairperson, Abilene City Planning Commission

/s/ _____

Kari Zook
Secretary, Abilene City Planning Commission

This document, entitled *Abilene Comprehensive Plan 2024-2045*
was **APPROVED** by the Abilene Governing Body on January 22, 2024 by Ordinance No. 24-3443,
which was published on _____, 2024 in the *Abilene Reflector-Chronicle*.

ATTEST

/s/ _____

Brandon Rein, Mayor

/s/ _____

Shayla Mohr, City Clerk

Acknowledgments

This *Comprehensive Plan* was prepared under the supervision and with the aid of the Abilene City Planning Commission and City staff, with technical assistance by planning consultants Foster Design Associates LLC of Wichita, and with the invaluable help of community volunteers on the Steering Committee.

ABILENE GOVERNING BODY

Brandon Rein, Current Mayor 2024
Trevor Witt, Previous Mayor 2023
John Kollhoff
Dee Marshall, Previous Commissioner 2023
Amy Meysenburg, Current Commissioner 2024
Wendy Miller

ABILENE CITY PLANNING COMMISSION

Travis Sawyer, Chair
Bill Marshall, Vice Chair
Eric Anderson
Rod Boyd
Matt Mead
William Rose
Penni Zelinkoff

Kari Zook, Recording Secretary

ABILENE CITY STAFF

Ron Marsh, City Manager
Shayla Mohr, City Clerk
Kari Zook, Community Development Director
Kellie Olson, Administrative Assistant
Kellee Timbrook, Parks & Recreation Director

COMPREHENSIVE PLAN STEERING COMMITTEE

Trevor Witt – Mayor / City of Abilene Representative
Matt Mead – Planning Commission Representative
Greg Brown – USD 435 Representative
Jessica Goodale – DKEDC Executive Director
Nicole Hall – At-large Community Representative
Kellee Timbrook – Parks and Recreation Representative
Grant Waite – Youth Community Representative
Cassy Wilson – Business Community Representative

PLANNING CONSULTANTS

David W. Foster, PLA, ASLA, APA
Debra Foster, M.Arch.

Foster Design Associates LLC
Landscape Architecture & Planning
1415 East 2nd Street North, Wichita, KS 67214-4119
316-262-4525 david@fosterdesignassociates.com

Table of Contents

CHAPTER 1. Planning – Process, Parameters, & Principles _____ 1-1

Planning Process	1-1
Plan Parameters	1-2
Planning Principles	1-5

CHAPTER 2. History & Environment _____ 2-1

History	2-1
Historic Preservation	2-6
Geography	2-9
Climate	2-11
Soils	2-11
Topography & Drainage	2-12
Floodplains	2-12
Woodlands	2-15

CHAPTER 3. Background Data _____ 3-1

Demographics	3-1
Housing	3-10
Economy	3-14

CHAPTER 4. Transportation & Utilities _____ 4-1

Transportation	4-1
Utilities	4-10
Stormwater Management	4-16

CHAPTER 5. Facilities & Services _____ 5-1

City Facilities & Services	5-1
Community Partners	5-9

CHAPTER 6. Land Use Plan _____ 6-1

Existing Land Use	6-2
Future Land Use	6-11
Downtown	6-21

CHAPTER 7. Regulatory Tools _____ 7-1

Zoning Regulations	7-1
Subdivision Regulations	7-2
Construction & Environmental Codes	7-3
Annexation	7-7
Extraterritorial Jurisdiction	7-9
Site Plan Review & Approval	7-10

CHAPTER 8. Resources _____ 8-1

Seeking Grants	8-1
Regional Cooperation	8-2
Housing	8-3
Economic Development	8-4
Pedestrian/Bicycle Transportation Programs ...	8-8

CHAPTER 9. Plan Implementation _____ 9-1

Adoption & Approval Process	9-2
Annual Review & Amendments	9-3
Planning Commission Responsibilities	9-3
Taking Action	9-6

CHAPTER 10. Abilene's Planning Goals _____ 10-1

CHAPTER 1. Planning— Process, Parameters, & Principles

There are many good reasons to have a comprehensive plan. If a city wants to have subdivision regulations, State statutes require that a Comprehensive Plan be adopted first. The land use component of a Plan ensures efficient, balanced, and compatible land development, and provides a legal foundation for the judicial review of zoning cases. A Plan is often a prerequisite for grant applications, to win outside funding for City projects.

But the most important purpose of a comprehensive plan is this: **it is a leadership tool, intended to guide public policy decisions in directions that will accomplish long-term community planning goals.**

This document provides a foundation of background data, including an overview of City facilities and systems. It offers a review of regulatory tools and other resources available to support the *Plan's* implementation. But the core of this *Plan* is the **community goals**, which incorporate fundamental planning principles, express Abilene's community values, and provide both current and future City leaders with a vision of Abilene's future that should inform and help shape their policy-making decisions.

Planning Process

By State statute, the City Planning Commission is responsible for preparing, adopting and maintaining a city's Comprehensive Plan. When a Plan is completed to the satisfaction of the Planning Commission members, the Planning Commission must hold a **public hearing**, and formally **adopt** the Plan by resolution. They then send the Plan to the Governing Body, with a recommendation that the City Commission **approve** the Plan by ordinance.

When this *Plan* is adopted and approved, it will become the official comprehensive development plan for Abilene, Kansas, and its Planning Area, for the Planning Period from 2024 through 2045. It will replace any previous Comprehensive Plans prepared for the City of Abilene.

After the *Plan* is approved, Planning Commission members, the Mayor and City Commission members, and City staff are responsible for understanding the approved *Plan* in detail, and for determining the best methods to implement policies and procedures to achieve the community goals expressed in this *Comprehensive Plan*.

PUBLIC INPUT

As part of this planning process, **public meetings** were held, which provided a forum for members of the community to express their ideas and comment on the proposed plan. A **Steering Committee** of community stakeholders provided input throughout the planning process, and the Planning Commission and City Commissioners held discussions of planning goals.

In addition, a **Community Questionnaire** was conducted in June and July of 2023. Distributed both inside and outside the city limits, it was available in both paper and digital versions. A total of **108 responses** were received from Abilene community members.

The table on the following page shows some of the characteristics of the people who completed the Questionnaire. Note, every person did not necessarily answer every single question, so sometimes the total answers to a particular question don't add up to the total number of Questionnaires returned.

Community Questionnaire Respondents		
Male	48	40%
Female	71	60%
Under 19 years old	0	0%
19 to 29 years old	8	7%
30 to 45 years old	43	35%
46 to 65 years old	49	40%
66 to 75 years old	21	17%
Over 75 years old	2	2%
Inside City	88	69%
Live outside City & own property inside	8	6%
Outside City	32	25%
Less than 5 years	12	9%
5 to 10 years	21	16%
More than 10 years	95	74%

This is a fairly typical response profile for such surveys—more women than men completed the Questionnaire, and few young people expressed an opinion. Responses from those inside the city limits and those outside are well balanced to provide both perspectives on community issues.

Nearly three quarters of those who responded have lived in Abilene for more than a decade; 22% have lived in the area for their entire lives. People have made a positive choice to live in Abilene, and few have any intention of leaving.

Periodically in this document, references will be made to the results of the Community Questionnaire. The tabulated results of the Questionnaire are available to the public from the office of the City Clerk at Abilene City Hall.

Plan Parameters

This *Comprehensive Plan* addresses planning issues within a specific span of time (the *Planning Period*), and within a specific geographic area (the *Planning Area*).

PLANNING PERIOD

The Planning Period for this *Plan* is the twenty-two-year time span from its adoption in 2024 through 2045. For this type of plan, twenty years or so is typically the practical limit for useful forecasting of local needs and resources.

PLANNING AREA

The designation of a Planning Area recognizes that the City's activities both affect and are affected by the surrounding region. Delineating a Planning Area **does not create a regulatory boundary** as such, but instead identifies an area which has an influence on the planning and development of the City, and which therefore should be studied as part of what State statute refers to as the "total community of which the City is a part".

The only effect that a Planning Area has on regulations is indirect. By statute, any **extraterritorial jurisdiction** for Subdivision Regulations or Zoning Regulations around a city **cannot exceed its delineated Planning Area**—nor extend more than three miles from the city limits, nor extend more than one half the distance to another city, nor extend into another county. So a Planning Area should always extend far enough to encompass any likely extraterritorial jurisdiction that the City might choose to pursue at any time within the Planning Period.

Abilene Comprehensive Plan 2024-2045

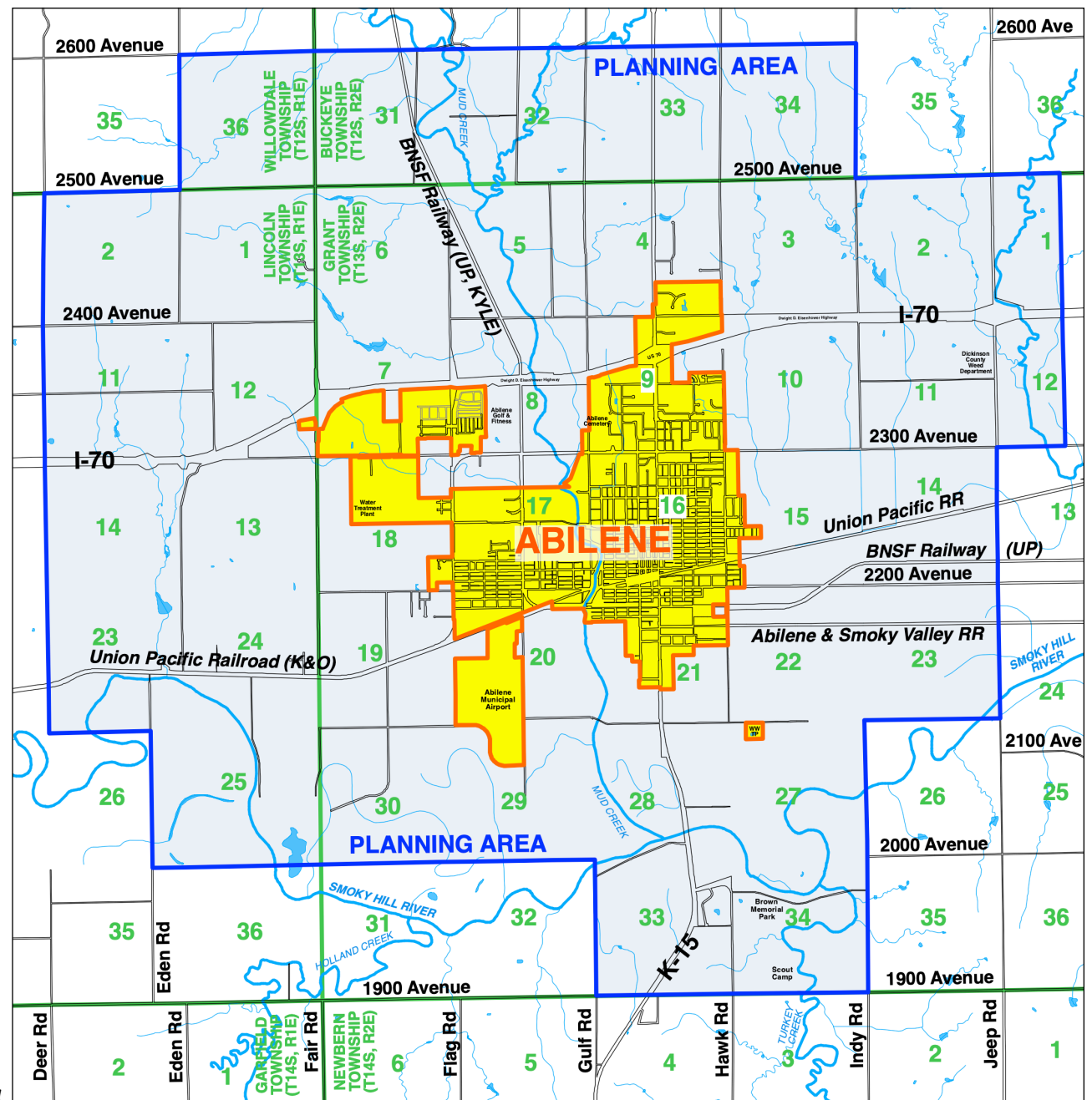
As defined for this *Plan*, the Abilene Planning Area is composed of the following land in Dickinson County, Kansas:

- In Willowdale Township (T12S, R1E)
 - Section 36
- In Buckeye Township (T12S, R2E)
 - Sections 31 through 34
- In Lincoln Township (T13S, R1E)
 - Sections 1 and 2
 - Sections 11 through 14
 - Sections 23 through 25
 - East quarter of Section 26
- In Grant Township (T13S, R2E)
 - West halves of Sections 1 and 12
 - Sections 2 through 11
 - Sections 14 through 23
 - Sections 27 through 30
 - Sections 33 and 34

Each Section covers approximately, though not necessarily exactly, one square mile.

Shown on the adjacent diagram, Abilene's Planning Area covers 41.65 square miles, extending a maximum of seven miles north-to-south and seven and a half miles east-to-west. It encompasses areas of existing and likely future development near Abilene.

Abilene Planning Area



URBAN FRINGE AREA

In 2022, Dickinson County adopted its own updated Plan, the *Dickinson County Comprehensive Plan, 2050*. The *County Plan* incorporated policies for managing growth on the fringe of cities within the county, and along primary transportation corridors such as I-70.

The *County Plan* defines the **urban fringe** as "the land area located around a city that is expected or being planned to accommodate eventual urban growth and development. The urban fringe is the land a municipality plans to annex or directly control to promote urban housing, commerce or industry."

The *County Plan* also defines land adjacent to the urban fringe as a **rural transition area**, "intended to accommodate limited suburban and non-farm residential housing...not planned to be served by municipal infrastructure".

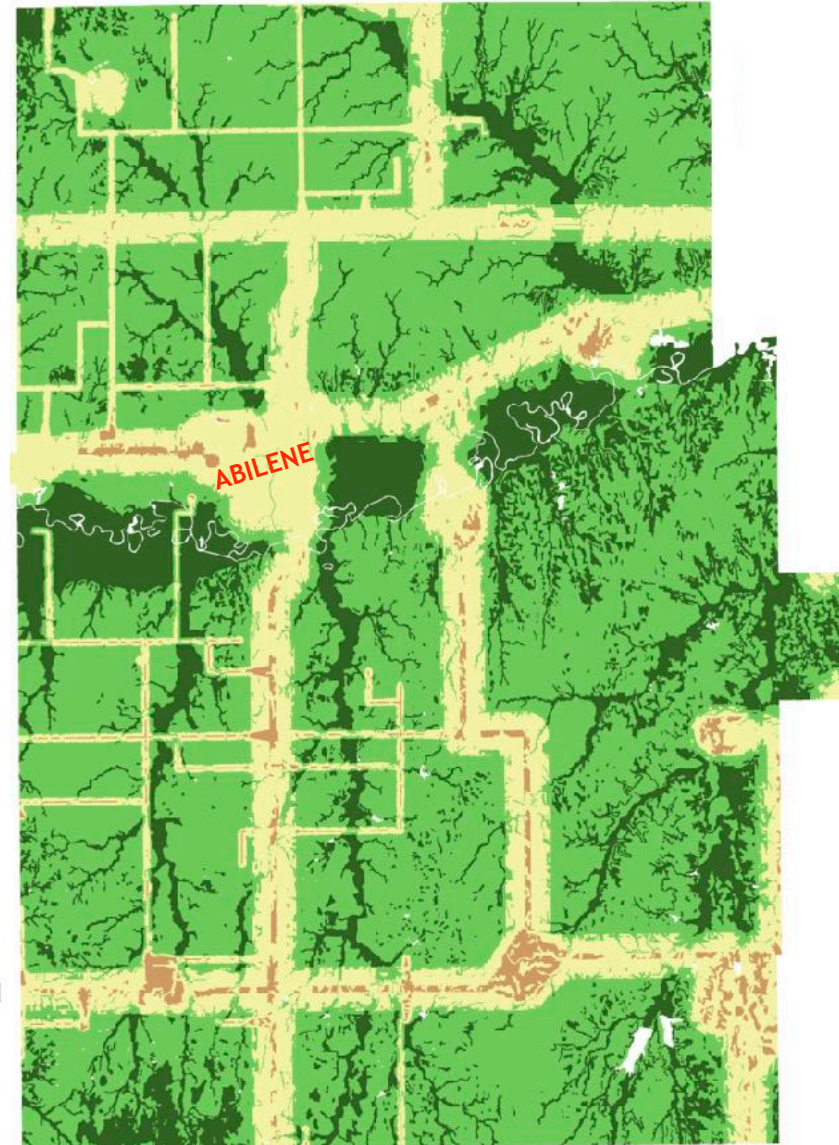
The *Dickinson County Comprehensive Plan* recognizes that managing development in urban fringe and rural transition areas requires coordination and cooperation between City and County governments. It specifically notes **the importance of using local zoning to implement land use planning in these areas**, in order to protect the small town quality of life which is so important to residents of Dickinson County.

The adjacent map shows land identified in the *Dickinson County Comprehensive Plan* as most suitable for development, with the goal of bringing economic and social benefits to the county without compromising the area's natural resources. Much of the land in the area of Abilene is recognized as suitable for development, particularly along I-70 and K-15.

Legend

-  Best Agricultural Land
-  Suitable Agricultural Land
-  Suitable Development Land
-  Best Development Land

Suitable Development Land In Dickinson County
(Map is from the Dickinson County Comprehensive Plan, 2050)



Planning Principles

Good planning is a way to correct the mistakes of the past, preserve the best of the present, and deal with the challenges of the future. Effective planning should be farsighted, realistic in terms of existing resources and potential capabilities, and adaptable to changing community needs and opportunities.

Three fundamental guiding principles provide a framework to support and guide all such planning decisions—**quality of life**, **community health**, and **sustainability**. In addition, planners must always be aware of fundamental **demographic trends**.

Quality of Life

Every city competing for economic advantage understands that good public infrastructure, a trained labor force, reasonable taxes, and available land are all necessary to attract economic activity—so most viable competitors already have those assets in place. According to the American Economic Development Commission, **it is quality of life that makes a community a successful economic competitor.**

In this highly mobile era, an excellent quality of life is essential both for retaining current residents, and for attracting new residents and new businesses to a community. But what does "quality of life" actually mean? And how do planning decisions affect this nebulous but essential community characteristic?

Definitions of the term "quality of life" vary by perspective and incorporate a wide variety of factors, including housing, neighborhood, schools, physical and mental health, family life, safety and security, the built environment, education, leisure time, recreational options, culture, values, social belonging, spirituality, employment, job satisfaction, and financial security—among others. In short, "quality of life" is a highly subjective way of describing the overall happiness and well-being of a person or a community.

The fact that quality of life is subjective and difficult to measure makes it no less important. Even without a precise definition, most people readily recognize the importance of the idea, and have a strong opinion about whether their personal quality of life is good or not.

Planning decisions affect housing, the local economy, transportation, safety, parks, health, and many other factors, which in turn profoundly affect the community's long-term quality of life. Maintaining and enhancing Abilene's quality of life should be a primary focus of the community's planning goals. Investments in quality of life should be regarded as investments in Abilene's future.



Community Questionnaire When asked which things contributed to their quality of life in Abilene, participants in the Questionnaire placed the greatest emphasis on **parks and recreational opportunities, walkable neighborhoods, participation in local groups and activities, and community celebrations.**



Community Health

One of the most important factors in quality of life is health. Public planning policies and decisions impact both personal and community health.

In the last few generations, unintended consequences of planning decisions have had a dire effect on American health. Starting in the 1950s, the availability of cars and the development of interstate highways seemed to offer people the benefits of cheap land out in the country, privacy from close neighbors, wide open spaces, and personally controlled transportation. However, unintended side effects include suburban sprawl, social isolation, long commutes and their associated air pollution, and car-dependence—which are now considered major contributing factors to the current obesity epidemic in America.

In 1950, approximately 10% of American adults were obese, with a body mass index (BMI) equal to or greater than 30. By 2015, that number was four times higher. According to a [2016 report from the CDC](#), nearly two thirds (66.0%) of Kansas adults were either overweight or obese, with a BMI of 25 or above.

Obesity is not simply a harmless expression of human diversity. It is a significant public and personal health problem, related to a number of serious chronic diseases—including diabetes, arthritis, hypertension, heart disease, and a variety of cancers.

Building physical activity back into people's daily routines is one of the best ways to combat obesity, and all its associated health risks. Levels of activity are strongly influenced by the design of the neighborhoods in which people live, work, learn, and play.

Planning policies and decisions shape our neighborhoods and our community, and should always be made with an eye toward **crafting places that encourage physical activity, nurture social connections, and promote good health**—not just for children, but for all ages.

Aim to increase opportunities for residents to engage in healthy lifestyle options. Possibilities include:

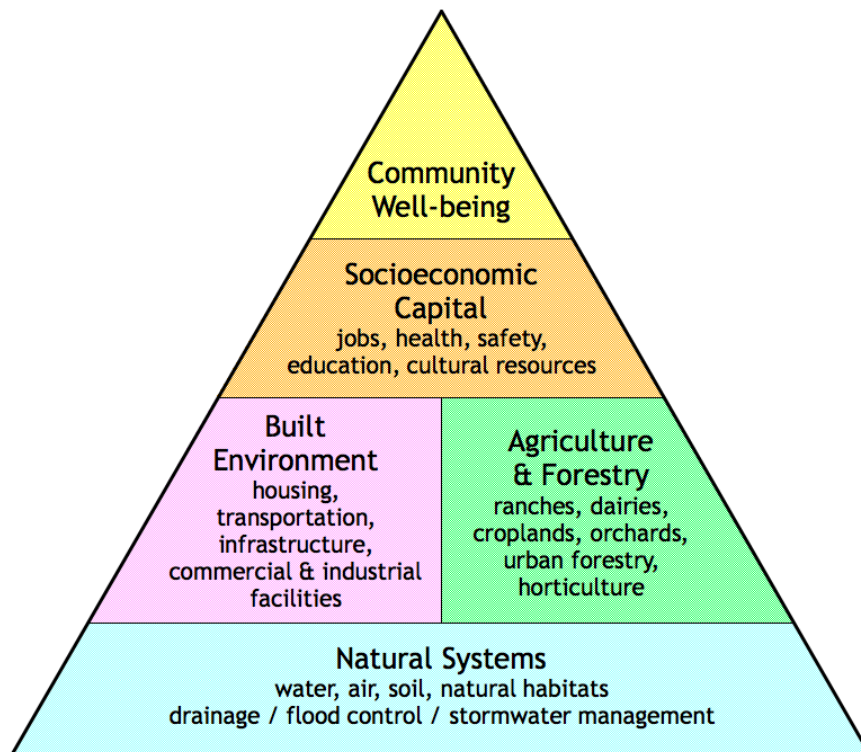
- Provide options for **walking and biking**, by supporting a community-wide network of well-maintained sidewalks, and bicycle paths, lanes, and routes. Connect residential neighborhoods with workplaces, schools, retail, parks, the Iron Horse Trail, and other destinations.
- Design new developments to **maximize connectivity and walkability**, and pursue options to connect existing platted but undeveloped neighborhoods. In general, encourage traditional gridiron street networks, and discourage disconnected and car-dependent cul-de-sac development. Any cul-de-sacs that are developed should retain a pedestrian right-of-way or easement.
- **Continue to activate downtown as a walkable destination**, with shared on-street public parking, good lighting, bike racks, public art, street trees, and creative signage. Strive for a balance of workplaces, restaurants, services and retail.
- **Develop public gathering spaces** flexible enough to support community events and celebrations, which strengthen community ties.
- Develop park facilities that offer **opportunities for on-demand exercise**, such as dog parks or outdoor exercise zones, which encourage frequent use and enhance social connections.

Resources

- Urban Land Institute — [*Building Healthy Places Toolkit*](#)
- [*Healthy Places By Design*](#)
- National Association of County and City Health Officials — [*Healthy Community Design*](#)
- American Public Health Association — [*Healthy Community Design*](#)

Sustainability

Sustainable development is defined as development that meets a community's present needs—environmental, social and economic—without compromising the ability of future generations to meet their own needs. Development that is *not* sustainable forecloses a community's future.



This diagram shows some of the key elements of sustainable planning, with each layer providing a foundation for the layers above.

Environmental sustainability for a community starts with leadership decisions that preserve clean air and water, protect the soil that supports agriculture, safeguard natural habitats and wildlife to maintain ecological diversity, and manage stormwater runoff to control flooding.

Social sustainability requires leadership decisions that recognize the relationship between planning and quality of life. Everyday choices made by Planning Commission and City Commission members accumulate over time to have a profound affect on how the people of Abilene can live their lives.

A community that is socially sustainable has high-quality **housing** options at a range of price points, a variety of types of **neighborhoods** (including ones that are **walkable**), and a **transportation** system that serves everyone (including people who don't drive). It has an **education** system that prepares the community's young people for a responsible and successful future, and access to a **health care system** that meets the needs of residents of all ages. It provides opportunities for people to **celebrate and enjoy life** in Abilene.

Economic sustainability is also essential, supporting social and environmental resources which in turn support the local economy. Cooperative **economic development** efforts, both public and private, contribute to economic success.

- Continued cooperation between the City and County in the pursuit of local **economic development** will be instrumental in sustaining the area's economic success. Over the twenty-two-year span of this *Plan*, a sustainable supply of reasonably low-cost **energy** and high-speed, high-capacity **communications infrastructure** will become more and more important for economic success.

Demographic Trends

Certain nationwide demographic trends have significant impacts on a host of planning decisions. Over the course of this *Plan's* twenty-two-year Planning Period, expect the population to become **older**, to live in **smaller households** or **multi-generation households**, and to have continually rising expectations for **community amenities**.

American family and **household sizes have been trending smaller** for decades. A growing majority of U.S. households have only one or two people. Young adults often postpone marriage and child-bearing. More and more people choose to remain single their whole lives. Many find themselves single as a result of divorce.

The exception to the shift toward smaller households is the increasing number of **multi-generation family households**, often supported by an **accessory dwelling unit** on the same lot as a single-family home. Common historically, the percentage of multi-generation households in the U.S. started to decline in the 1950s, bottomed out in the 1980s, and has since—driven by both social trends and economic pressure—continued to rise.

People are living longer. Healthy seniors are likely to live **long active lives after traditional retirement age**, and want access to flexible employment opportunities, and to services that will help them **age in place** close to family and friends.

More and more people, of all age groups, want to live in **walkable neighborhoods**, which have good sidewalks and a good bike network, and options for living, working, learning, and playing all within a 15 to 30-minute walk of home.

Together, these trends signal a need for:

- Walkable neighborhoods near a vibrant downtown core
- Down-sized housing options
- Accessible, low-maintenance housing options
- Housing options designed for multiple independent adults in one household, including accessory dwelling units (ADUs)
- Opportunities for part-time and flex-time employment
- Excellent internet service
- Access to good local health care services
- Transportation options that don't require driving



CHAPTER 2. History & Environment

Planning decisions are built on a foundation of both local history and environmental context. In this chapter, a general picture of Abilene's historical development is presented, as well as information on its geography, climate, soils, topography and drainage, floodplains, and community woodlands.

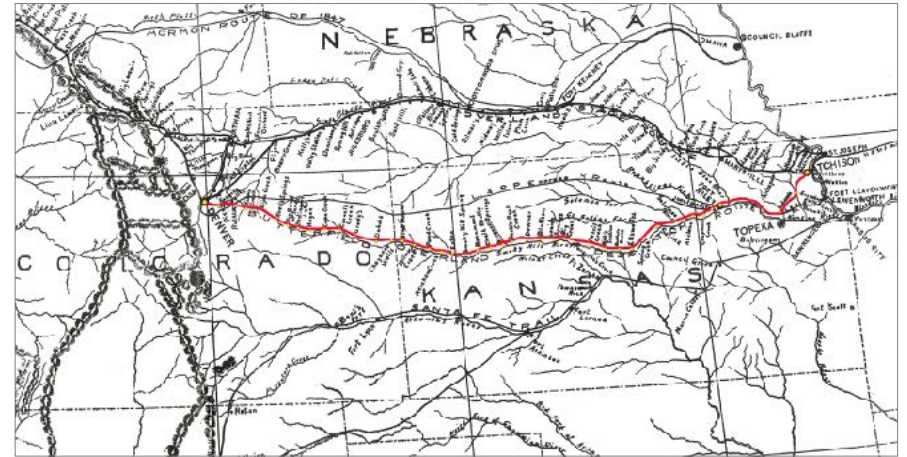
History

In 1803, the United States bought most of what is now Kansas from France, through the Louisiana Purchase. Kansas became a U.S. Territory in 1854, and the 34th state in 1861. After the Civil War ended in 1865, the U.S. Army was available to drive Native Americans out of the Great Plains, and railroads were extended rapidly into the American west. Settlers then arrived in numbers.

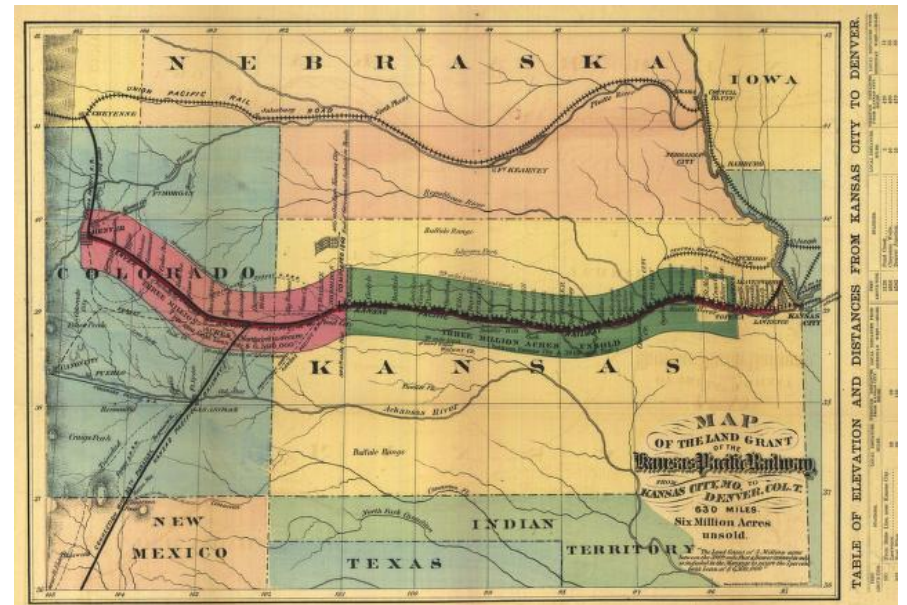
The first settlers in the area that would become Abilene were Timothy Hersey and his family, in 1856. Hersey filed a claim for land on the west bank of Mud Creek, and established a way station for the Butterfield Overland Despatch stage line, which carried mail and passengers from the Missouri River port of Atchison, Kansas, to Denver and the Colorado gold fields.

Though Kansas had become a state in January of 1861, there were still fewer than 400 people in Dickinson County—some of them in a cluster of log cabins called Abilene. Nevertheless, in the spring of 1861, Abilene won the election to be named the County seat.

Very little else of import happened in the area until March of 1867, when the Union Pacific Eastern Division Railroad (later renamed the Kansas Pacific Railway) was extended through Abilene from points east. Then the area, which had been home to bands of the Kaw, Sioux, Pawnee and Cheyenne, was rapidly settled by immigrants mostly from Pennsylvania, Ohio, Michigan and Illinois.



Butterfield Overland Despatch stage route



Kansas Pacific Railway route

Cow Town In the years immediately following the Civil War, millions of longhorn cattle roaming the Texas plains were worth ten times the price in eastern cities as they were in Texas. Joseph McCoy responded to this economic incentive with an idea—herd the cattle north along the Chisholm Trail from Texas to the nearest railhead, then ship them by train to the profitable eastern markets.

In 1867, as the railhead reached Abilene, McCoy bought 250 acres near the settlement, and built a hotel, stockyards, and a stable. By September of that year, the first cattle were shipped from Abilene to Chicago; by the end of the year he had shipped 35,000 head.



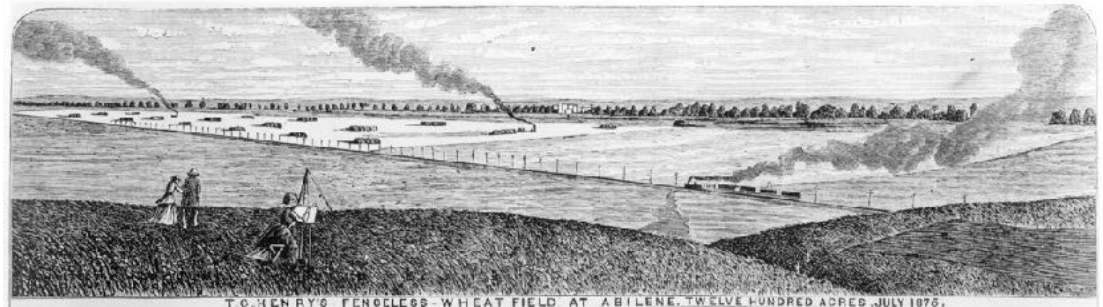
For less than four wild years, from late 1867 to 1871, the Chisholm Trail ended in Abilene, the first cow town of the American west. During that short period, Abilene stockyards shipped nearly half a million head of cattle.

But as the rail lines were extended farther west and south, and homesteaders fenced off the land around Abilene, the end point of the Chisholm Trail gradually shifted, relocating over the following years to Ellsworth, Hays City, Newton, Wichita, and Dodge City. The entire trail herd era lasted just 17 years, ending in 1884, when railroads reached Texas.

Wheat In 1869 Abilene was incorporated as a City of the Third Class. As the cow town years ended, Abilene's economy shifted to agriculture, and began an era of steady growth.

New arrivals to the Great Plains typically sought land alongside rivers or streams, to be near water and timber. Upland prairie was considered useless for crops, and good only for grazing. Then in 1870, Abilene's T.C. Henry sowed five acres of plowed prairie with winter wheat. This agricultural experiment was so successful that by 1875 he was planting 5,000 acres east of Abilene in wheat.

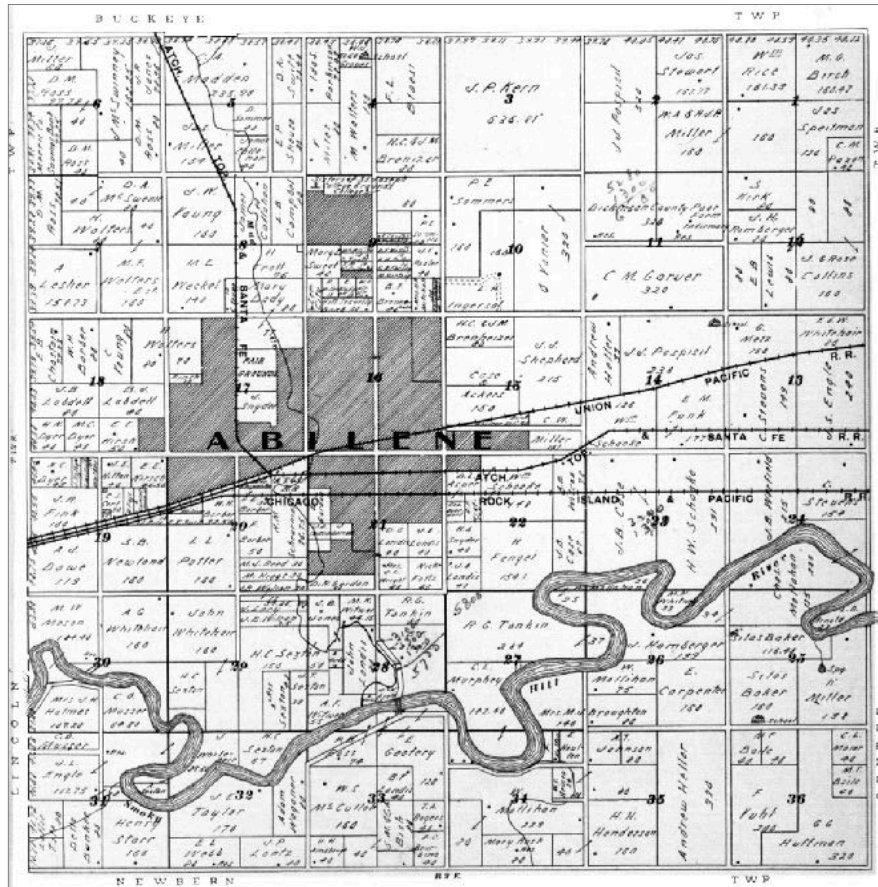
Other homesteaders began to seek out prairie land to plow for wheat fields. Starting in 1879, flour mills were constructed in Abilene, to process the wheat being produced so abundantly.



T.C. Henry's fenceless wheat field at Abilene — 1200 acres — July 1876

City Services During the 1880s, city services were introduced, including police and fire protection, and limited phone and electric service. Mule-drawn streetcars provided public transit. In 1881 the first County Courthouse was built. A branch line of the Atchison, Topeka and Santa Fe Railway was built through Abilene in 1887, and the City continued to grow.

In 1903, pipes were installed to carry fresh water from Sand Springs to Abilene. Installation of the first sewer system began in 1906, and curb and gutter street improvements were started. Ordinances requiring sidewalks and public water fountains were passed.



1909 plat of Grant Township, Kansas

Greyhounds Abilene held its first greyhound races in 1901, which eventually led to the development of a major local industry. The National Greyhound Association moved its headquarters from Kansas City to Abilene in 1945, and the Greyhound Hall of Fame opened in Abilene in 1973.

Central Kansas Free Fair In 1887, the Central Kansas Free Fair Association held its first Fair, in Hope. In 1906 the Dickinson County Fair Association purchased 30 acres in Abilene, built an Agriculture Hall and a 1500 seat Stadium, and held a Fair that featured a trotting ostrich, horse racing, and a balloon ascension. The City of Abilene eventually purchased the property, which is now Eisenhower Park and the Fairgrounds.

First organized in 1924, the **Central Kansas Free Fair** was incorporated in 1928. In 1938, the Works Progress Administration replaced the old Grandstand. Sterl Hall was first used in 1950, though it was not completed until the next year; it was completely renovated in 1996.

The Swine Show Barn was built in 1990, and a 40 stall Horse Barn in 1998. Showers and restrooms were installed in the north end of Barn #9 in 2000. The Poultry Coops were updated in 2001, and the Rabbit pens were built in 2003. In 2007, 32 new electrical pedestals were installed at the edge of the grass south of Sterl Hall, to allow RV camper hookups.

The Rodeo Committee has continued to improve the rodeo facilities, adding a new restroom/ rodeo office, concession stand, and electrical hookups for campers and trailers, as well as a new press stand in 2003, and a permanent hospitality shelter in 2008.



Library Just before Christmas in 1900, the Ladies Literary Club of Abilene met to organize a library association. They began raising money, operating the Library out of rented rooms. A Carnegie grant allowed construction of a dedicated Library building, which opened in 1908. Major additions, constructed with funding from the Public Works Administration, opened in 1934.



Abilene's original Carnegie Library

In 1977, another addition connected the Carnegie Library and the City building, providing more space for the Library, as well as new facilities for the Police and Fire Departments.

A renovation to make the Library handicapped accessible and add yet more needed space was completed in 2010. The project was funded by a \$1.6 million sales tax increase—approved by Abilene voters by a three to one margin.

Ike Dwight Eisenhower was Supreme Commander of the Allied Expeditionary Force in Europe in World War II, and from 1953 to 1961 served as the 34th President of the United States. Born in Texas, his family moved to Abilene in 1872. Eisenhower spent his school years in Abilene, graduating in 1909. The house where he grew up is now part of the *Dwight D. Eisenhower Presidential Library and Museum* in Abilene.

Municipal Airport The City of Abilene acquired land for the development of a Municipal Airport in 1944, and by 1948 had constructed landing strips, taxiways and a paved 50 foot wide by 2100 foot long runway. In 1953 a conventional hangar building was built.

On May 4, 2020, the Airport's only large 10-unit hangar was destroyed in a windstorm. The City has been working with the FAA to rebuild these desperately needed hangars.

Highways The 20-mile stretch of Interstate 70 from I-77 at Junction City to the new Abilene interchange was dedicated in October of 1959, with construction west to Salina scheduled to follow in short order. Four concrete lanes with wide shoulders, divided by a 60-foot median, would significantly change Abilene's future. Highway 15 was expanded to 4 lanes in the 1960s.

Mud Creek Flood Control The Mud Creek flood control project was completed in December of 1959, eight years after two devastating floods in Abilene had damaged over 700 homes and 128 businesses. Funding for the project came from a \$150,000 bond issue passed by Abilene voters, and more than a million dollars in federal funding. Two years of construction resulted in a widened channel with riprap-stabilized banks, running from 14th Street to the Smoky Hill River. The project also involved lengthening the First Street bridge, elevating the Union Pacific railroad bridge, building a new bridge for the Santa Fe Railroad, and relocating numerous utilities.

Kirby House Fire In 2013, Abilene lost the 128 year old Kirby House to fire. This 1885 residence at 205 NE Third Street had long been a local landmark. Originally a residence, it was later the meeting place of the Abilene Commercial Club, an apartment complex, and starting in 1987 a popular restaurant.



Kirby House

Economy By 1910, Abilene had a population of over 4,000 people, and a diversified economy—including flour mills, creameries, foundries, an organ factory, planing mills, a cigar manufacturer, a carriage manufacturer, ice factories, and more. Located at the junction of the Union Pacific, the Chicago, Rock Island & Pacific, and the Atchison, Topeka & Santa Fe Railroads, it was an important shipping point for grain and livestock.

In 1993, the City of Abilene's Economic Development Committee successfully recruited a \$30 million Russell Stover plant and distribution facility.

Alco, a company which had been founded in Abilene in 1901, had grown to a national chain of about 200 retail department stores across the midwest. In 2014, Abilene's economy suffered a significant loss when Alco relocated its corporate headquarters from Abilene to a suburb of Dallas, Texas. The company's 352,000-square-foot distribution center remained in Abilene, but the company filed for bankruptcy in October of 2014 and had closed all of its stores by March 2015.

In 2018 the Love's Travel Stop opened, and Great Plains Manufacturing's Land Pride Division significantly expanded its facilities. The subsequent \$2 million expansion of 8th Street from Washington to Van Buren in 2019 provided a better connection between the west side's major industrial nodes.

Today, the City of Abilene still has a diversified economy with a strong agricultural component. It now has a population of some 6,500 people, and remains the county seat of Dickinson County.

GOVERNMENT

In its early years, Abilene had a Mayor-Commission form of government. Eventually, though, administrative duties became a full-time job, and the City began employing a professional City Manager in April of 1939.

Abilene is governed by five City Commission members, who are elected at-large by the citizens of Abilene. City Commission members then select one of their own to serve as Mayor for a one-year term. The Mayor presides at Commission meetings, and serves as the official representative of the City. The Commission as a whole supervises city government, makes general policies, passes laws, and appropriates funds as necessary to meet municipal needs.

Abilene also has a number of **City Boards and Commissions**, including the Planning Commission and the Board of Zoning Appeals, the Airport Advisory Board, the Building Standards Board, the Convention & Visitors Bureau, the Heritage Commission, the Library Board, the Recreation Commission, the Tree Board, and the Sister City Committee. Citizen volunteers who offer to be appointed to these boards contribute their time and expertise to help make Abilene a better place to live.

Historic Preservation

Abilene has a remarkable inventory of historic public and commercial buildings in the downtown area, as well as a large number of lovely old homes, ranging from stately mansions to charming bungalows. Such structures help give Abilene character and a sense of place.

The National Register of Historic Places maintains the official list of America's historically significant buildings, districts, structures, sites, and objects. There are also State Registers in each state. They work to coordinate and support efforts to identify and evaluate historic and archeological resources that are worthy of preservation, and protect them.

In Kansas, the State Register of Historic Places is maintained in the *Kansas Historic Resources Inventory* database.

Using the Kansas Historic Resources Inventory

Click on the "Search" tab,
type in "Abilene" in the City field,
click Yes in the "Listed in National Register" field,
then click the Search button at the bottom.

A list of listed historic structures in Abilene will pop up;
clicking on any item in the list will produce a complete report
on that particular building, including photographs
and a link to its detailed Historic Register Nomination form.

Kansas statute K.S.A. 75-2724 provides protection for properties listed on either the National or State Historic Register, and their environs. In a city, environs are defined as anything within 500 feet of the boundary of a registered site; in unincorporated areas, environs are defined as anything within 1000 feet.

If the State Historic Preservation Officer finds that a development project would encroach upon, damage or destroy any State or National historic site or its environs, the project may not proceed, unless the local governing body determines "that there is no feasible and prudent alternative to the proposal and that the program includes all possible planning to minimize harm" to the historic site.

Abilene's Heritage Commission administers the City's Historic Preservation Ordinance, and makes many decisions about local historic structures. Their duties include:

- Maintaining a local historic resources inventory.
- Educating the public on wise preservation practices, available programs and incentives for preservation, and the economic benefits of historic preservation.
- Reviewing and making recommendations on applications from landowners who want their property to be designated as an historic landmark.
- Determining whether any proposed renovations to landmark properties are historically appropriate, and therefore permitted.
- Reviewing properties listed on the State or National Register on behalf of the State of Kansas, and reporting violations of the State's legal requirements for listed properties.

Thirteen houses in Abilene are listed on both the National Register of Historic Places and the Kansas State Register of Historic Places. The Hazlett-Hurd House, currently in use as a bed-and-breakfast, is listed in the Kansas State Register, though not in the National Register.

- | | |
|------------------------------|---------------------------|
| • Berger House | • Gustave A. Kubach House |
| • John W. Birchmore House | • Conrad H. Lebold House |
| • Emerson Coulson House | • Litts-Dieter House |
| • Dwight D. Eisenhower House | • Mead-Rogers House |
| • Jacob S. Engle House | • A.B. Seelye House |
| • David Ross Gorden House | • Versteeg-Swisher House |
| • John & Hettie Johntz House | |

Twelve commercial, public and railroad structures in the Abilene area are listed on both the National Register of Historic Places and the Kansas State Register of Historic Places. In addition, a locomotive and a carousel are on the Register.

- D.G. Smith Building
- Elms Hotel
- United Building
- Union Electric Warehouse
- Perring Building; Post Office Block; Wyandt Building
- Garfield Elementary School
- Trinity Evangelical Lutheran Church
- St. John's Episcopal Church
- Rock Island Depot (Relocated)
- Union Pacific Railroad Freight Depot
- Union Pacific Railroad Passenger Depot
- ATSF Steam Locomotive #3415
- Parker Carousel

Abilene also has four historic districts on the National Register.

- Abilene Downtown Historic District
- Abilene City Park Historic District
- Vine Street Historic District
- Naroma Court Historic District

Abilene Comprehensive Plan 2024-2045



Lebold House



Johntz House



Seelye House



Birchmore House



Kobach House



Eisenhower House



ATSF Steam Locomotive #3415



St. John's Episcopal Church



United Building



Smith Building



Perring Building; Post Office Block; Wyandt Building



Union Pacific Freight Warehouse

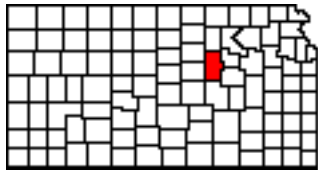


Garfield Elementary School

Geography

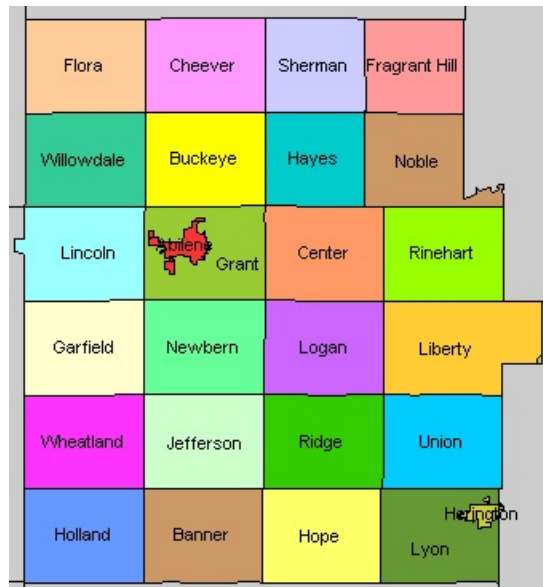
Land use patterns within a community are influenced by its location, and the natural resources, physical features, and regional destinations in its vicinity. Both natural and man-made features may positively support particular land uses, or they may restrict development possibilities and limit the directions available for urban growth.

Strive to establish development policies which maximize the advantages and minimize the disadvantages of a planning area's location and physical characteristics, guiding development that is both economically efficient and esthetically pleasing.



Location of Dickinson County in the state of Kansas

Dickinson County is in the northeast quadrant of Kansas. The City of Abilene is in Dickinson County's Grant Township, and the Abilene Planning Area is contained within Willowdale, Buckeye, Lincoln and Grant Townships.



Townships in Dickinson County

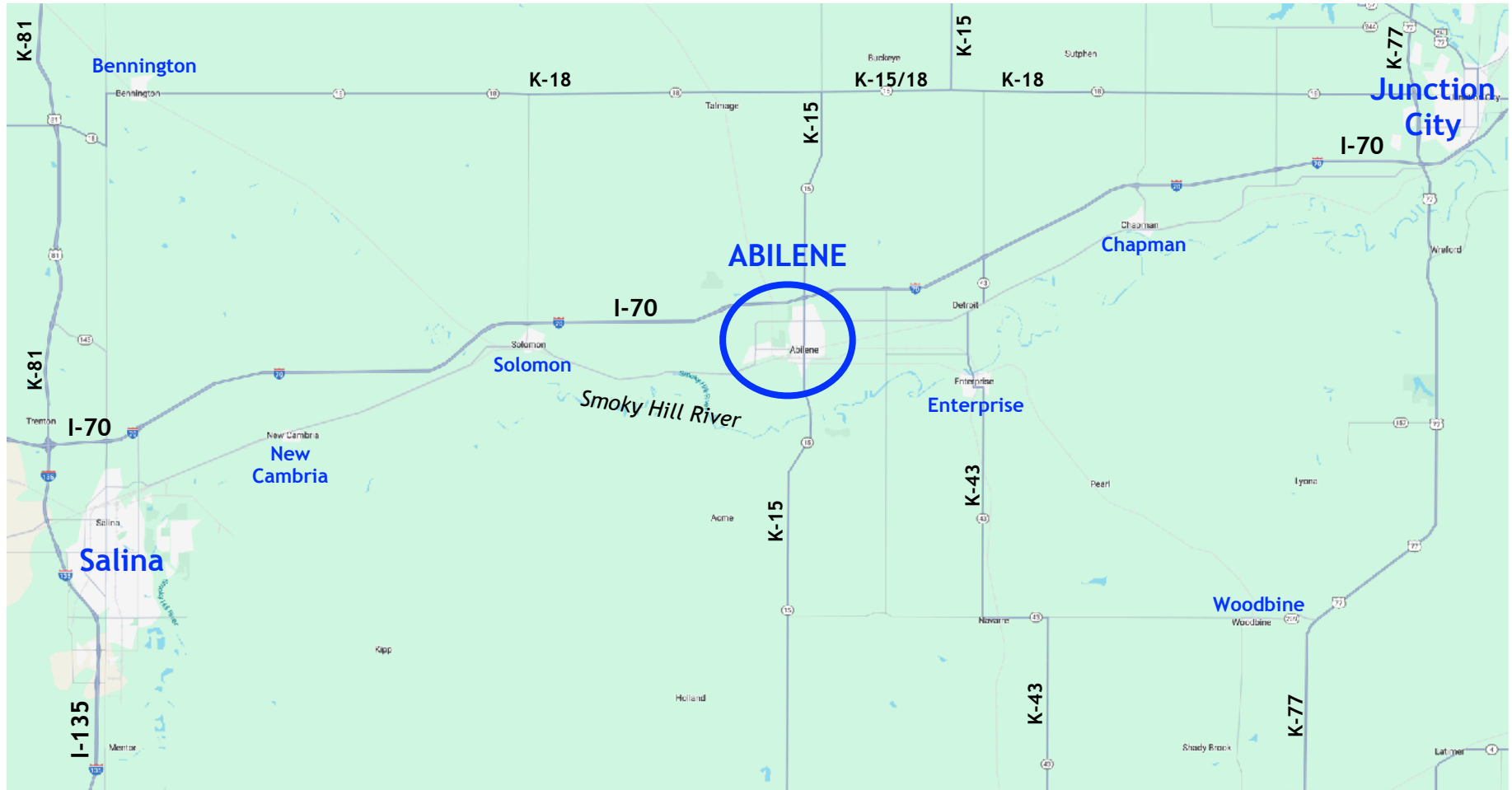
Abilene is located in the Great Plains, in the western edge of the northern end of the beautiful Flint Hills region.



The Smoky Hill River passes by Abilene just south of the city, flowing roughly west to east. The Smoky Hill River flows into the Kansas (Kaw) River, which flows into the Missouri River, which flows into the Mississippi River which eventually flows into the Gulf of Mexico. Mud Creek, a tributary of the Smoky Hill River, flows north to south through Abilene.

State highway K-15 bisects Abilene north-to-south, and Interstate Highway I-70 provides a major east-west route which passes just north of the city. The Abilene interchange offers easy access to I-70.

Abilene is not directly bordered by any other cities, but it is within a half-hour's drive of both Junction City and Salina via I-70. This increases options for both employers and employees in the Abilene area, as well as making services and amenities available that otherwise could not be supported by Abilene's population alone. Abilene is approximately 93 miles north of Wichita, and 150 miles west of Kansas City.



Geographic Location of Abilene, Kansas

Climate

Climate significantly affects agricultural, economic, and construction activities. Abilene's Planning Area has a continental climate, characterized by frequent and abrupt weather changes, with wide daily and annual temperature variations, a great deal of sunshine, occasional high winds, and abundant spring rainfall.

While Abilene's climate is notably variable, it is generally beneficial. Its long growing season offers temperatures and sunshine conducive to agricultural production. Total precipitation is adequate for principal crops, though in some years its timing and distribution can cause problems. High winds or hail may occasionally damage crops or structures, sometimes catastrophically.

In Abilene, a typical summer is hot, humid, wet, and mostly clear and a typical winter is cold, snowy, windy, and partly cloudy. Fahrenheit temperatures over the course of a year generally range between 23 and 94 degrees, rarely falling below 7 or rising above 103.

Winters are usually mild enough to allow various outdoor recreational activities to be sustained almost all year round. Only during the coldest weeks of the year is construction restricted, or construction methods constrained. However, recurring abrupt temperature swings, and frequent, often daily, freeze-thaw cycles in winter profoundly affect the durability of road surfaces and some other building materials.

A number of internet sources offer weather and climate information for Abilene.

• WeatherSpark.com • USClimateData.com • WeatherBase.com

Soils

Soil is a valuable resource, which should be protected. Some soil types are suitable for certain land uses, but not for others; when an inappropriate land use is imposed on an unsuitable soil type, both the land use and the soil are compromised.

Official soil survey information, which is fundamental to many planning decisions, is provided by the USDA Natural Resources Conservation Service (NRCS) on their website *Web Soil Survey*. Maps of soil types in any selected area are provided, as well as information on the characteristics of the soils themselves, including their suitability for various uses.

Using the *Web Soil Survey* (WSS)

Go to the Web Soil Survey and click on the green "Start WSS" button to begin.

Area of Interest (AOI) Simply zoom in on the aerial map until you find the property you are looking for, and draw your "Area of Interest" with the AOI tool. After you have drawn your AOI, you can save the web page as a link in your web browser, so you can easily return to it.

Map & Data After your AOI is defined, click on the "Soil Map" tab to see a soils map and a table showing the percentages of all the soil types in your area of interest.

Click on the "Soil Data Explorer" tab to find information related to your soils, in hundreds of categories—from soil chemistry, erosion factors, or depth of the water table, to its suitability for building basements or a septic field, to its probable yield of corn silage when irrigated.

Soils in the Abilene Planning Area are typically silty loams, clay loams, or sandy loams. In general, Abilene's soils are well suited to both agriculture and urban development.

Topography & Drainage

The topography of local landforms, and the drainage patterns which result, have a significant impact on potential land uses. The location and design of some facilities—such as cell towers, water towers, sewage treatment plants, stormwater management structures, and wind turbines—are strongly influenced by relative land elevations.

Though overall quite flat, the Abilene Planning Area drains generally to the south, toward the Smoky Hill River.

Topographic maps from the U.S. Geological Survey are available for viewing or download from the [TopoQuest](#) website.

Floodplains

Historically, people were attracted to relatively flat land near waterways as a place to settle and build. While such land typically has rich soils and easy access to water, it is also prone to high-water flooding, making it potentially dangerous for both people and structures.

In the United States, the Federal Emergency Management Agency is responsible for mapping floodplains. The **Flood Insurance Rate Maps (FIRMs)** produced and updated by FEMA classify floodplains into various Special Flood Hazard Areas, based on degree of risk.

The three broadest categories of floodplain designation are floodway, 1% annual chance floodplain, and moderate flood hazard areas.

- **Floodway:** The channel of a river or stream.
- **1% Annual Chance Floodplain:** Areas that will be inundated by a flood event having a 1-percent chance of being equaled or exceeded in any given year. Also referred to as the **base flood area** or **100-year floodplain**.
- **Moderate Flood Hazard Area:** Areas between the limits of the 1% annual chance floodplain and the area that will be inundated by a flood event having a 0.2-percent chance of being equaled or exceeded in any given year. Also referred to as the **500-year floodplain**.

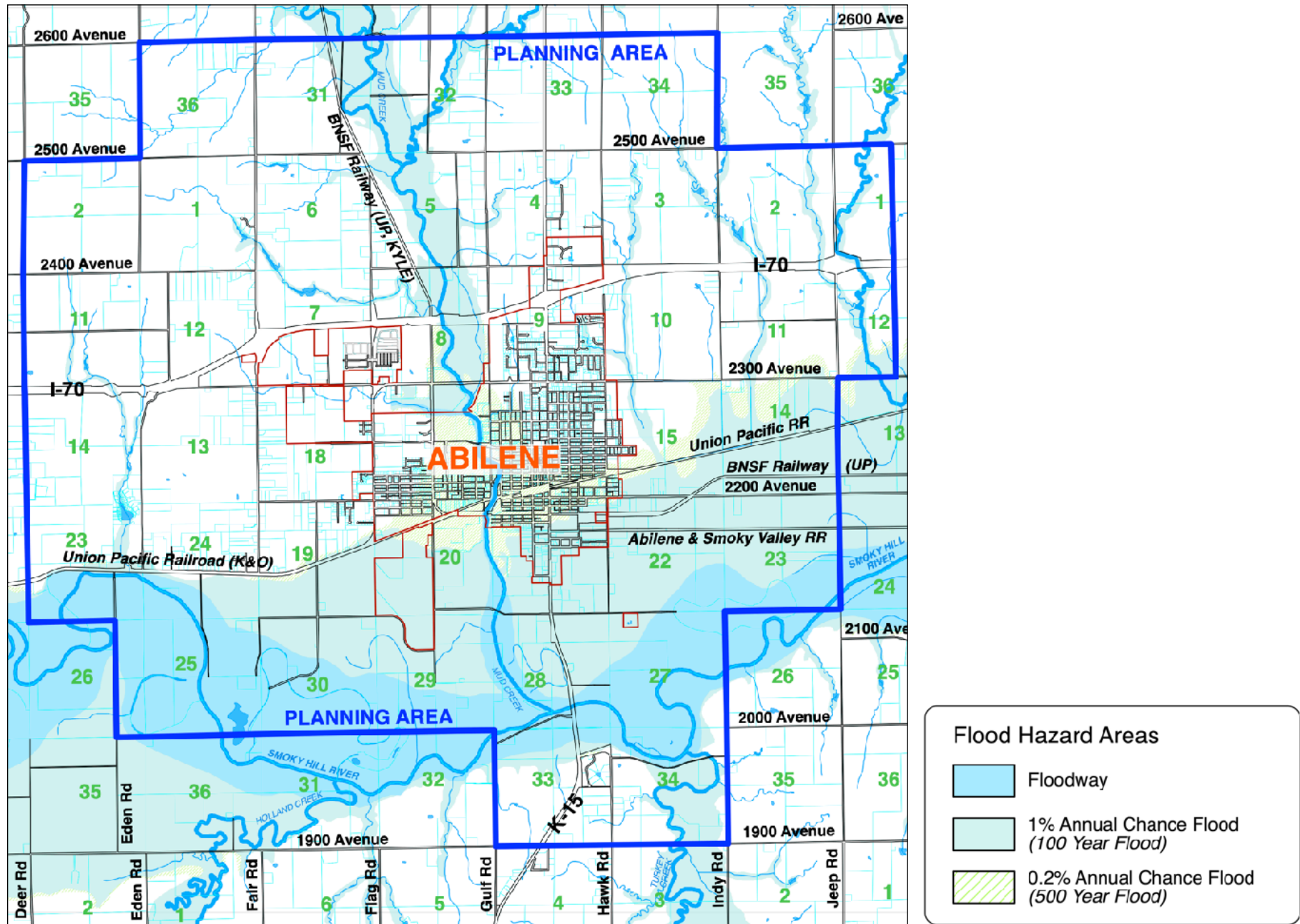
When any major change occurs to a floodplain—for example, when a road is redesigned or a significant development project occurs—a **Letter of Map Revision** is required from the developer, in order to allow FEMA to keep its Flood Insurance Rate Maps up to date.

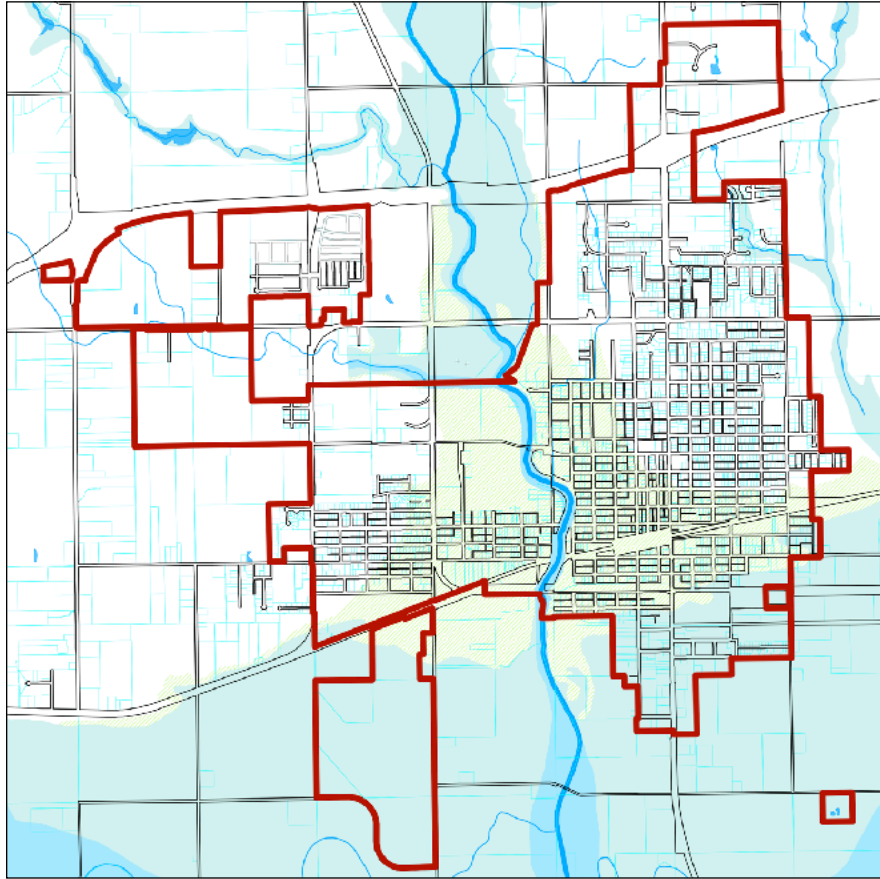
The map on the next page shows flood hazard areas for the Abilene Planning Area. Floodplain information is from the following Flood Insurance Rate Maps from the Federal Emergency Management Agency (FEMA), all of them effective on December 16, 1988:

- 20041C0065C
- 20041C0070C
- 20041C0075C
- 20041C0080C
- 20041C0090C
- 20041C0105C
- 20041C0110C

Updated Abilene FIRMs Abilene's Flood Insurance Rate Maps are currently in the process of being updated. Once adopted by ordinance, they will become effective as of March 13, 2024.

More information is available from the [FEMA Flood Map Service Center](#).





Almost 44% of land within the City of Abilene is within a designated Flood Hazard Area. Of the 3,041 acres inside the city limits, 47 acres (1.5%) are in the floodway, 462 acres (15.2%) are in the 100-year floodplain, and 786 acres (25.8%) are in the 500-year floodplain.

Nevertheless, there is ample land which is not in floodplains, both within and adjacent to Abilene, sufficient in area to meet the City's potential development needs over the course of the Planning Period.

FLOOD INSURANCE

Historically, private insurers were generally unwilling to provide insurance for structures in floodplains, so in 1968 Congress created the **National Flood Insurance Program (NFIP)**, to help floodplain property owners protect themselves financially against property losses due to flooding. Communities participating in the NFIP agreed to adopt and enforce ordinances which meet or exceed FEMA requirements, to reduce the risks of flooding. In return, the NFIP subsidized flood insurance to local landowners, with rates based on degree of risk, as determined by the Flood Hazard Area in which their property was located.

One of the inadvertent side-effects of this law was to facilitate construction in floodplains, increasing the number and value of structures at risk. Over the ensuing decades, numerous major floods across the nation resulted in extraordinarily high costs to federal taxpayers. Various revisions of the NFIP resulted, in attempts to bring insurance rates into alignment with actual risk, and to more strongly discourage people from building in floodplains.

Properties in flood zones are eligible for mortgages backed by federal guarantees, such as VA and FHA loans, only if their community participates in the NFIP.

Development in floodplains is almost always undesirable. Nevertheless, for communities where such development has already occurred, NFIP participation is necessary.

Abilene participates in the National Flood Insurance Program.

Consider incorporating higher standards in the City's Floodplain Regulations, to reduce flood insurance costs and provide greater flood protection.

Woodlands

When individual trees in yards, in parks, and along streets are considered collectively, they form an urban forest. The benefits of urban trees are well documented, and include providing shade, reducing noise levels, decreasing air and water pollution, sequestering carbon, diminishing summertime energy use, furnishing wildlife habitat, screening undesirable views, serving as buffers between land uses, and raising property values. A well-maintained and well-planned urban forest enhances the community's livability, its character, and its quality of life.

Under Kansas statute K.S.A. 12-3201 et seq., cities are authorized to regulate the planting, maintenance, treatment, and removal of trees and shrubbery on all street and alley rights-of-way. Abutting property owners hold "title to and property in" any trees and shrubbery in the planting strip between the property line (which is typically along the back edge of the sidewalk) and the back-of-curb line. Property owners can recover damages to such trees, and initiate actions to prevent their destruction. Cities can designate allowable street trees in the planting strip. Some cities conduct periodic stump removal programs.

Through their Zoning and Subdivision Regulations, cities can require new developments to include trees. Public trees in Abilene are addressed in [Chapter VI, Article 7](#) of the City's Zoning Regulations. Abilene has a City Forester (Chapter 6, Article 7, 6-701) and a Tree Board ([Chapter 1, Article 9, 1-911](#)).

The majority of Abilene's urban street trees are mature, but still in good condition, and likely to remain so during the 22-year span of this *Plan*. Nevertheless, the City should plant some new street trees each year, to maintain a healthy age spread in Abilene's urban forest. The goal is to make sure that in future, there will never be a neighborhood where *all* the street trees reach senescence at the same time.

Shelter belts are an essential safeguard for farming on the prairie, yet throughout Kansas they are showing a decline in vigor due to the advanced average age of the trees.

Although woodlands in Abilene's Planning Area cover a relatively small acreage, they are very important to the long-term health of the soil and water on which much of the Abilene area economy depends. Every effort should be made to sustain and enhance these woodlands, and to **reinvigorate shelter belts**.

Information on government conservation programs that can help landowners both plan and pay for shelter belt renovation is available on the [Kansas Forest Service](#) website.

Trees in Kansas come under extraordinary stress, from ice storms, drought, severe hot and cold spells, and insect and disease outbreaks—in recent years, diseases particularly affecting pines and ash trees. Also, many of the wonderful mature trees that were planted along streets and in parks during the early years of development in Kansas cities are now nearing the ends of their lives.

Maintaining a healthy community forest over the long-term requires expertise and ongoing efforts by City staff, a commitment by City officials to dedicate necessary resources to the task, and broad public support and understanding of the value of trees to the community's quality of life.

For information on helpful organizations, and on funding programs that can help improve your community forest, see the [Kansas Forest Service](#) website.

TREE CITY USA

The Arbor Day Foundation's Tree City USA program was established in 1976, as an initiative intended to inspire change on a nationwide level. Today, more than 3,600 communities in all 50 states participate.

The Tree City USA program provides communities with a four-step framework to maintain and celebrate their urban forest.

- Maintain a tree board or department
- Have a community tree ordinance
- Spend at least \$2 per capita on urban forestry
- Celebrate Arbor Day

Abilene has participated in the Tree City USA program since 1992.

The **Abilene Tree Board** was established under Abilene's Zoning Regulations (Chapter 1, Article 9, 1-911) in 1992. The Tree Board consists of five members, who are appointed by the City Commission to 3-year terms. A majority of Tree Board members, though not necessarily all of them, must reside inside the city limits.

One of the Tree Board's first tasks was to approve Chapter 6, Article 7 of the City Code--the 1996 City Forestry Standards and Specifications. This is the Abilene community **tree ordinance**, which is enforced by the City Forester.

Duties of the Tree Board Board members make recommendations to the City Commission on the management and development of trees and landscape on all public lands in the city, including street rights-of-way and parks. The Board is charged with the following duties:

- Educating the public on the value and maintenance of trees
- Promote plantings on public lands and rights-of-way
- Assist the City Forester with the administration of the tree maintenance ordinance
- Hold Arbor Day programs
- Assist in the administration of the Tree Cost Share Program.

Fall Cost Share Program Under this City program, the City will pay 50% of the cost of a tree planting, up to \$75 per tree, provided the tree is planted as a street tree in the right-of-way. (A street right-of-way generally extends to the edge of the sidewalk farthest from the road.)

Arbor Day Program The Tree Board conducts an Arbor Day presentation and tree planting at the local elementary schools to teach children about the benefits of trees, tree planting and tree care. Since 2010, the Tree Board has given a Norway Spruce seedling to local 4th Grade students during the 4th Grade Forester Program to take home and plant. Since 2016, the Tree Board has promoted the Kansas Arbor Day Poster Contest. The Kansas Forest Service contest is for 5th Grade Students only. Abilene has had district winners in 2017, 2018 and 2022.

Arbor Day Proclamation The Mayor reads and signs an annual Arbor Day Proclamation to recognize the Tree Board's efforts and the value of trees.

COMMUNITY GOALS

Historic Preservation

- Continue to **preserve and creatively utilize Abilene's historic buildings**, and to **protect the character of the city's Historic Districts**.
- Apply for **grants to complete an official survey of Abilene's historic districts and properties**.
- Develop a **Preservation Plan** for Abilene's historic districts and properties.

Floodplain Regulations

- Continue to participate in the National Flood Insurance Program, and support regulations to **discourage inappropriate development in floodplains**.
- Update the City's Floodplain Regulations, incorporating higher standards to reduce flood insurance costs and provide greater flood protection.

Trees

- Continue to **plant new public trees** strategically to benefit the urban forest.
- Review and **update** the 1996 City Forestry Standards and Specifications. Add a policy addressing Memorial Trees, update the list of disease and insect problems, update the list of approved tree species to reflect current conditions, and revise curb and setback standards to allow street trees in the downtown area.
- Create a plan to **encourage trees in the downtown area**, particularly on any new curb extensions.
- As the City's public trees age, support a program of **regular maintenance pruning** to keep them healthy and safe for as long as possible.
- **Promptly** remove hazardous or diseased public trees, particularly **pin**es and **ash** trees.
- To prevent the spread of Pine Wilt, annually **remove symptomatic pine trees by March 1st** and maintain a **public awareness campaign** on this issue.
- Maintain a program to discover and treat **bagworm infestations** on particularly vulnerable and valuable public trees.
- Revise the City Subdivision Regulations to **require trees in new developments**.

CHAPTER 3. Background Data

Data in this chapter is from the *2020 Census* and the *2017-2021 American Community Survey 5-Year Estimates (ACS)*.

The ACS has replaced the Census long form. Also administered by the Census Bureau, it provides more detailed and more current information than the decennial census. However, since the ACS is based on a smaller sample size, if at any point there is a discrepancy between the two sources, information from the Census is regarded as the official data.

Demographic, social, housing and economic information is available in more detail from the [U.S. Census Bureau Explore Census Data](#) website, where typing in the name of a city, county, or state in the search bar brings up an overview of available data for that location. On the list of available data tables that then pops up, click on the table code number to link to the complete data table.

More detailed Kansas information, including historical demographic data, is available from the [University of Kansas Institute for Policy & Social Research](#).

Census Definitions Certain terms used in this chapter are defined precisely by the Census Bureau, with differences from standard usage which have significant implications for correctly understanding the data.

Housing Unit: A house, apartment, mobile home, a group of rooms, a single room occupied as a separate living quarter, or vacant units intended for occupancy.

Family: A family consists of two or more people who are related by blood or marriage residing in the same housing unit.

Household: A household consists of all people who occupy a housing unit regardless of relationship, and may refer to a person living alone.

Median / Mean: A *median* is the middle number in a distribution of numbers, such that there is an equal probability of being above it or below it. A *mean* is generally understood as the "average" of a set of numbers, calculated by adding all the numbers in a set and then dividing by the total number of numbers. While a mean may be skewed by a single out-of-the-norm number in the set, a median typically gives a fairly accurate picture of "normal".

Demographics

This section includes information on national demographic trends, as well as on Abilene's demographic and social characteristics. Historical census data is noted by year. More recent data is from the *2017-2021 American Community Survey 5-Year Estimates*.

Understanding the characteristics of people in Abilene helps community leaders develop policies to effectively meet residents' current and future needs.

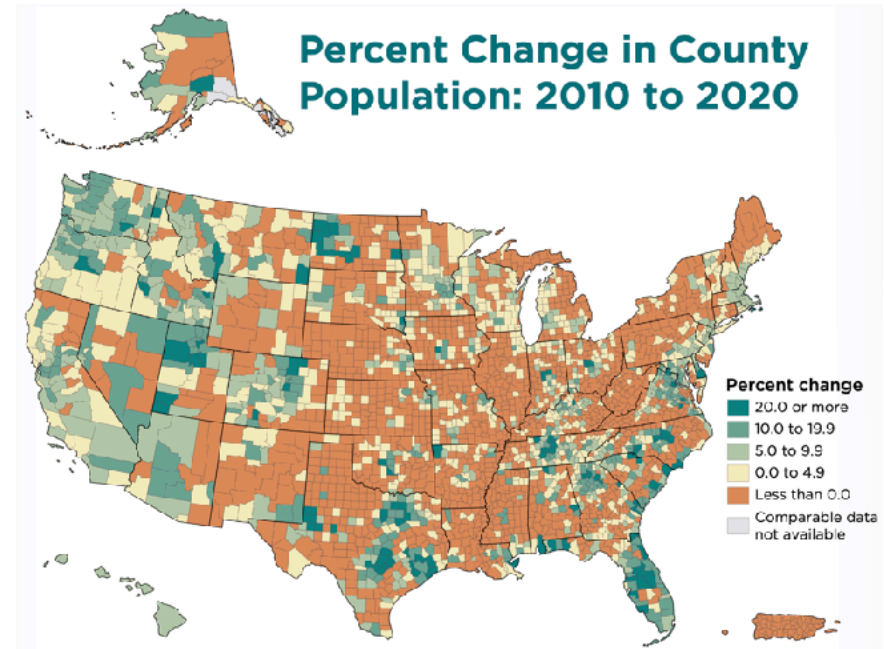
Population Trends

As detailed in the following table, the population of the United States grew during the fifty years leading up to 2020 by an average of about 8.8% per decade, while Kansas grew by only about 4.9% per decade—a little over half the national rate. During that same time frame, Dickinson County's population decreased by an average of 1.6% per decade—notably losing 6.8% of its population in the decade between 2010 and 2020.

	U.S.		Kansas		Dickinson County	
	Population	% Change	Population	% Change	Population	% Change
1970	203,211,926	—	2,246,578	—	19,993	—
1980	226,545,805	11.5%	2,363,679	5.2%	20,175	0.9%
1990	248,709,873	9.8%	2,477,574	4.8%	18,958	-6.0%
2000	281,421,906	13.2%	2,688,418	8.5%	19,344	2.0%
2010	308,745,538	9.7%	2,853,118	6.1%	19,754	2.1%
2020	331,449,281	7.4%	2,937,880	3.0%	18,402	-6.8%
AVG	—	8.8%	—	4.9%	—	-1.6%

National Population Trends Recent national population trends show people moving from rural areas to cities, and from the northeastern and central parts of the nation to the south and west. The Great Plains region in particular is losing population to other parts of the country.

The following map shows the percentage of population change between 2010 and 2020, for each county in the country. Green shades indicate growth—the darker the green, the more intense the growth. Tan indicates stability or minor growth, and orange indicates population loss.

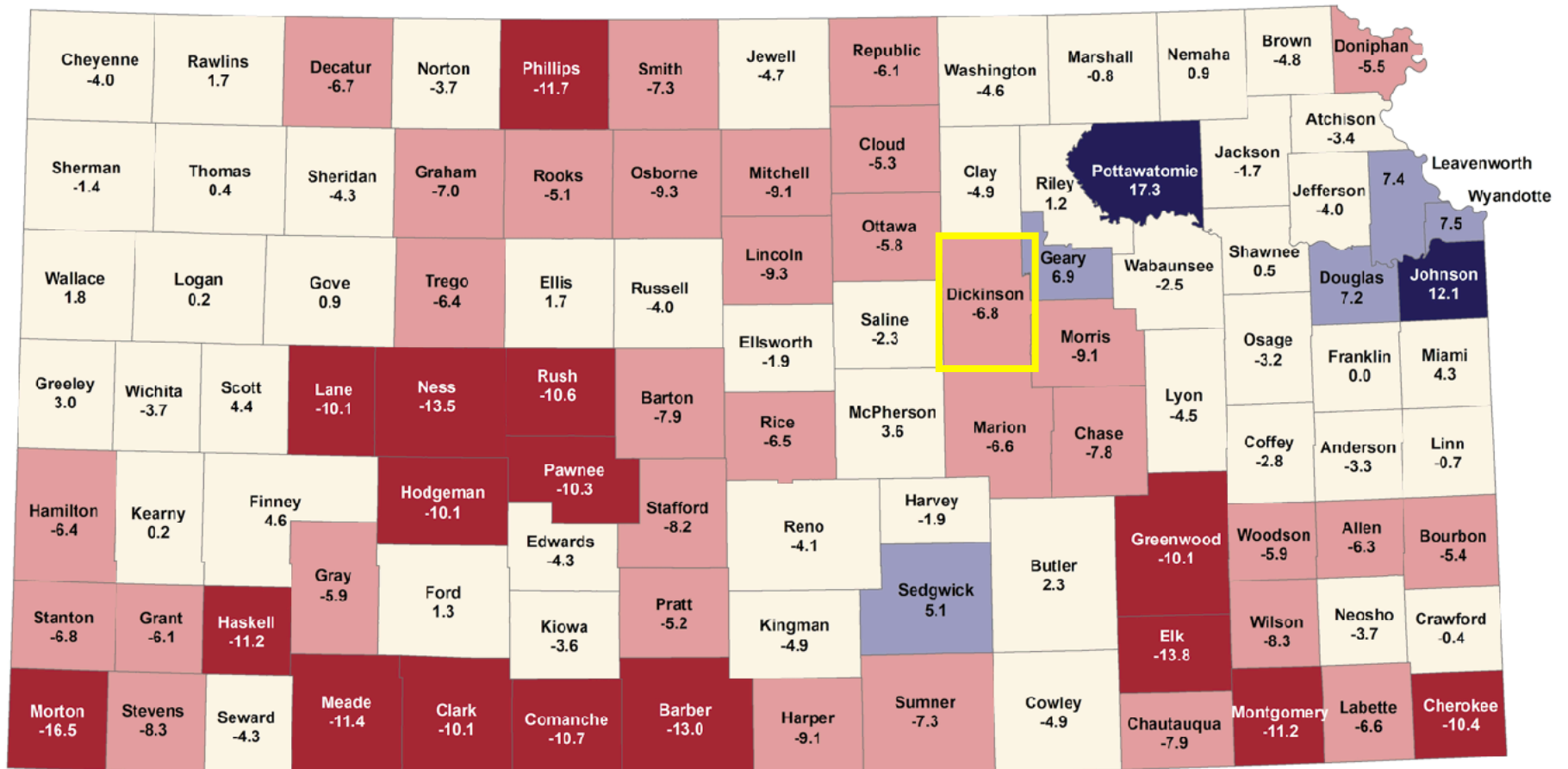
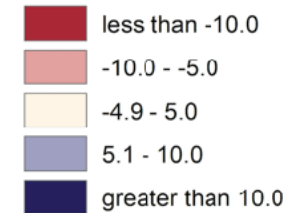


Kansas Population Trends A more detailed map for each county in the state of Kansas, which follows, is from the University of Kansas *Institute for Policy & Social Research*. It is color coded to show population growth in blue, stability in tan, and loss in red. The more intense the color, the more intense the change in population.

This map shows that in Kansas in the last decade, most population growth has taken place around Wichita, and in the northeastern part of the state—in the Kansas City suburbs, and around the university town of Manhattan. Many rural Kansas counties, including Dickinson County, are losing population.

Abilene Comprehensive Plan 2024-2045

Percent Population Change

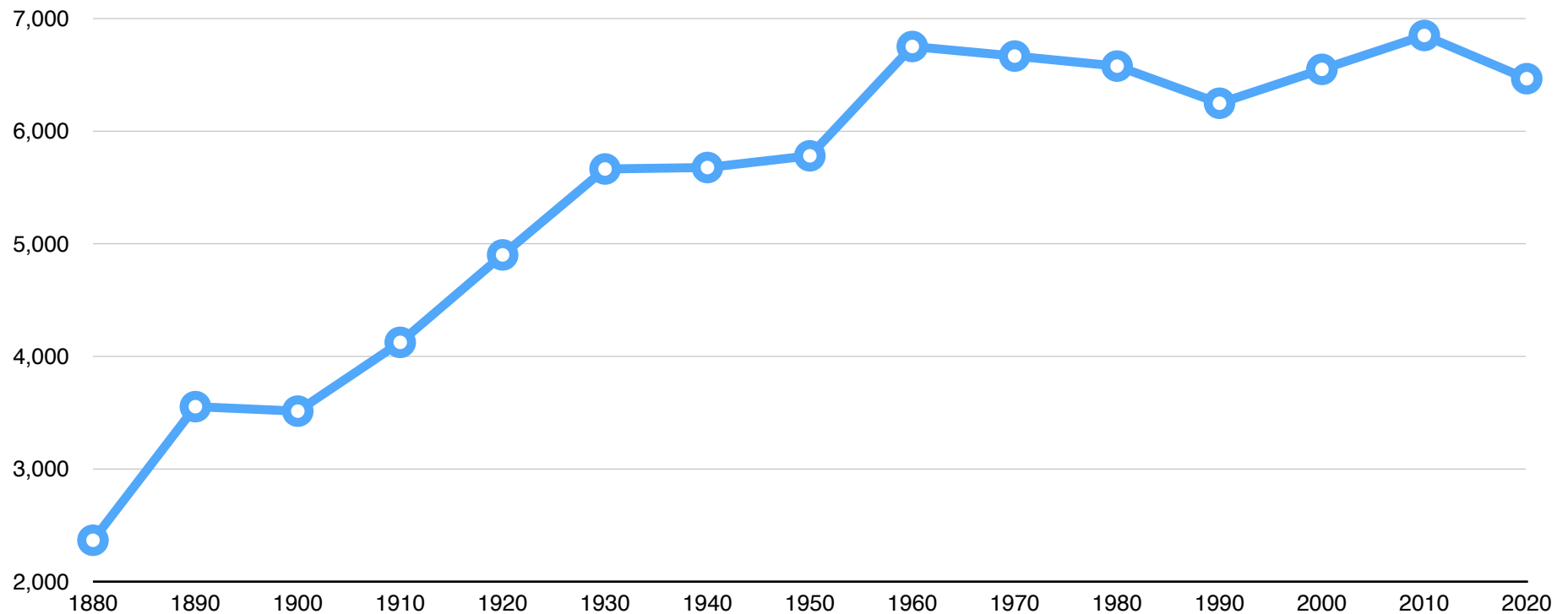


Abilene's Population History

Abilene				
Census	Population	Census	Population	% Change
1880	2,360	1960	6,746	—
1890	3,547	1970	6,661	—
1900	3,507	1980	6,572	-1.3%
1910	4,118	1990	6,242	-5.0%
1920	4,895	2000	6,543	4.8%
1930	5,658	2010	6,844	4.6%
1940	5,671	2020	6,460	-5.6%
1950	5,775	Average per decade		-0.5%

During the fifty year period leading up to 2020, Abilene's population fell by an average of 0.5% per decade. This is not unusual for small cities in the Great Plains during recent decades, but it is a trend that city leaders are working to reverse.

The 2020 Census found Abilene's population to be 6,460 people. In the 2017-2021 *American Community Survey 5-Year Estimates*, Abilene's population was estimated to be 6,507 people.



Future Population

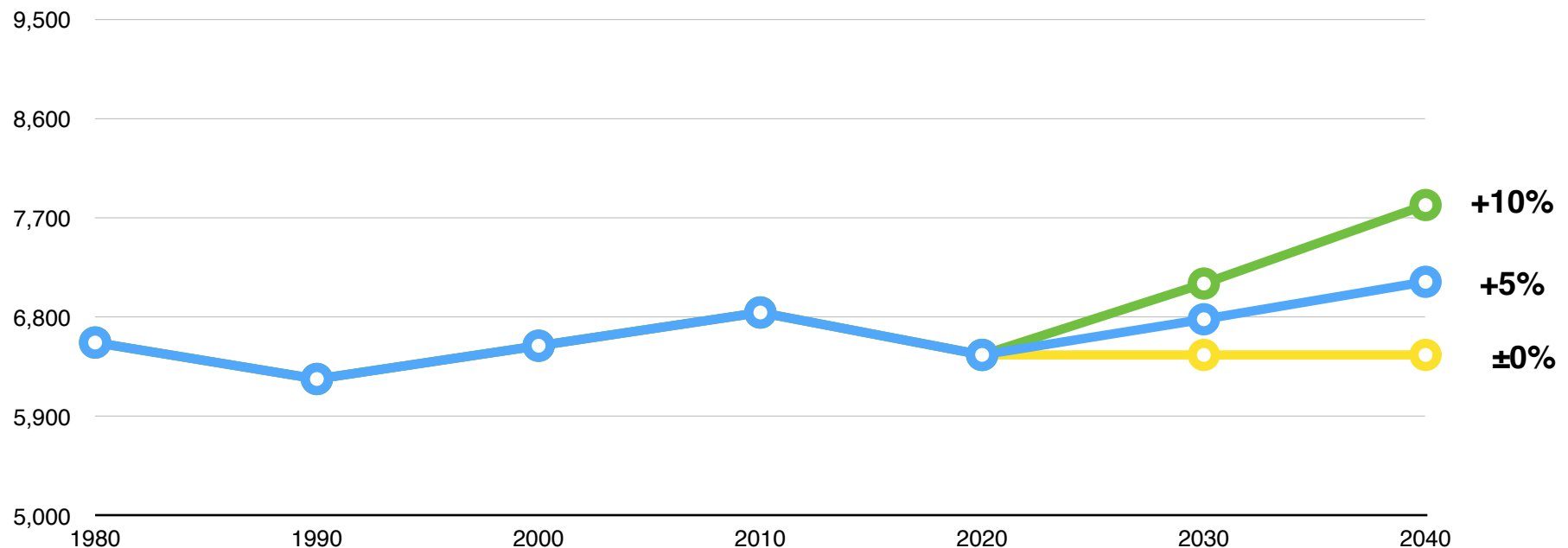
Many social and economic variables can affect the patterns of change over time in a community's population. Nevertheless, a reasonably accurate idea of a community's future population is an essential foundation for making planning decisions, because changes in population affect requirements for everything from police services to housing construction to sewage treatment capacity.

Making an accurate estimate for the future population of a small city is especially difficult, since a small change in absolute numbers can represent a substantial percentage of population change.

Over this *Plan's* 22-year period, City leaders will work toward reversing the 2010-2020 trend of population loss in Abilene, and return to the 1990-2010 rate of 4 to 5 percent per decade population increase. To achieve this goal, community leaders will need to understand the changing dynamics that result from regional population shifts.

The following table and graph show what Abilene's population could be in 2040 under various potential rates of population change—stability with no gain or loss, or gains of 5% or 10% per decade.

Future Population at Various Rates of Change			
Year	+0%	+5%	+10%
2020	6,460	6,460	6,460
2030	6,460	6,783	7,106
2040	6,460	7,122	7,817



A city has three basic strategic options for maintaining and increasing its population, all of which should be pursued as appropriate: **retain existing residents, attract new residents, and annex additional residents** as the city grows geographically.

Important factors that allow a community to attract and retain residents include good-quality housing at a variety of price points and in a variety of types, reliable utilities services, good schools, and community amenities that enhance quality of life—especially good parks, sufficient child-care options, business creation opportunities, and employment opportunities.

The overall appearance of a community also has a profound affect on both the quality of life for its people, and on a city's ability to attract new businesses, visitors and new residents. The impression of a community's quality, character and vitality are all established by a variety of sensory cues, mostly visual—from building exteriors, streets, and public spaces, in commercial districts, residential neighborhoods, and downtown. A 2019 study found that attractive communities are more economically successful.

Demographic Characteristics

The following table contains information which is useful primarily when viewed in comparison to the same data from other geographic areas. For instance, Abilene has an unusually high percentage of households with elders, and unusually low racial and ethnic diversity.

- **Disability** Of the total civilian non-institutionalized population in Abilene (6,424 individuals), 980 people have a disability. Of those 980 disabled people, 54 (5.5%) are under 18 years of age, 392 (40.0%) are between 18 and 64 years in age, and 534 (54.5%) are 65 years of age or older.

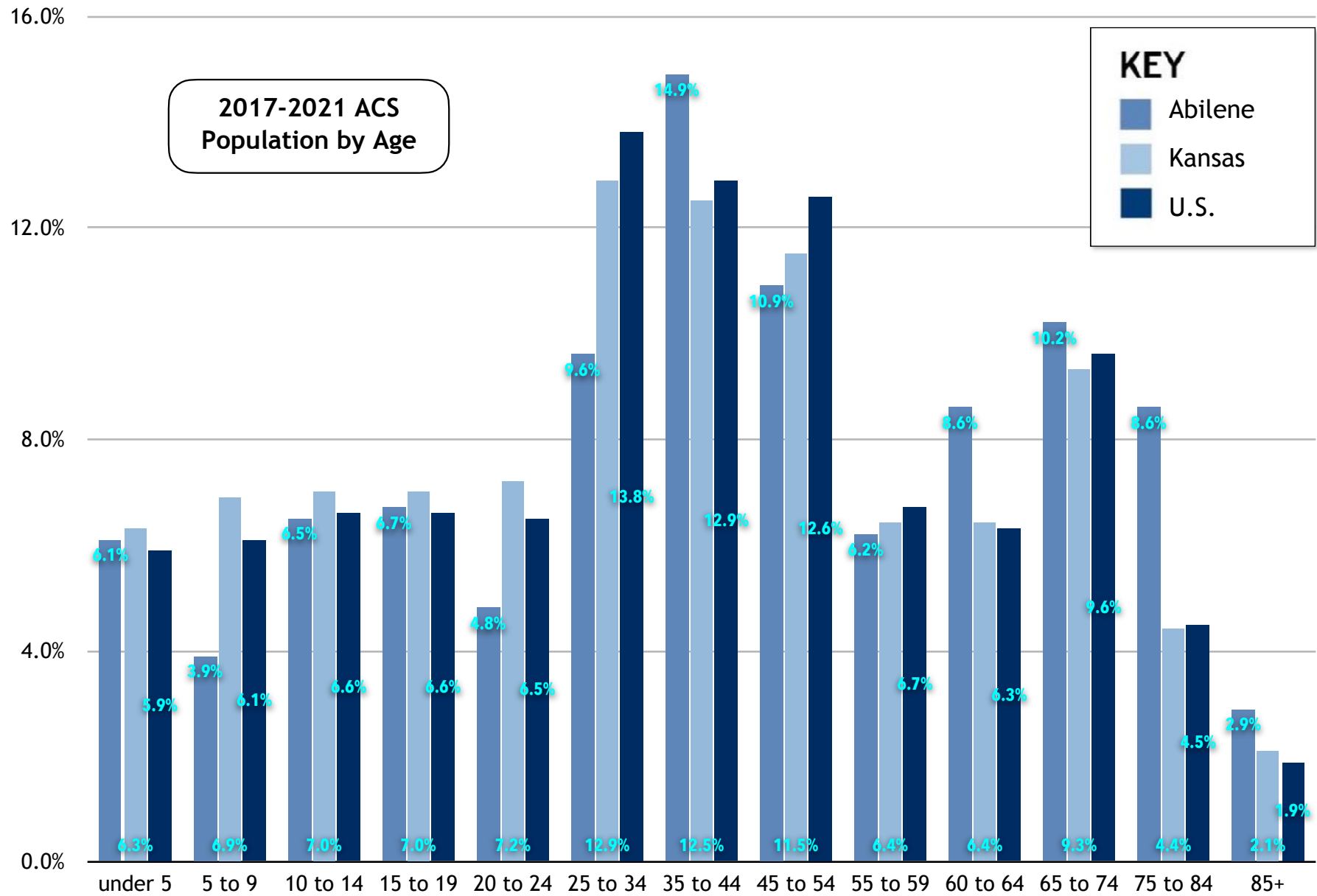
	Abilene	Kansas	U.S.
Median Age (in years)	42.1	37.0	38.4
Average Household Size	2.22	2.51	2.60
Average Family Size	2.91	3.12	3.20
Households with 1 or more people under 18 years	26.0%	30.8%	30.6%
Households with 1 or more people 65 years and over	36.3%	28.9%	30.2%
% White	95.3%	87.2%	74.5%
% Hispanic or Latino	4.1%	12.3%	18.4%
% Disabled (civilian, non-institutionalized)	15.3%	13.2%	12.6%

Population by Age / Age Distribution The chart on the following page shows the percentage of each age category for Abilene residents, compared to figures for Kansas and the United States.

Abilene's population has unusually high percentages of people that are 35 to 44 years of age, 60 to 64, and 75 to 84. The city has unusually low percentages of children 5 to 9 years of age, and young adults 20 to 34 years old.

This pattern is typical for communities whose young people go away to college or to find a first career-track job, and **can't afford to return and purchase a home** until they are well established in their careers. It also indicates that once people do live in Abilene, they are inclined to stay there throughout retirement.

Abilene Comprehensive Plan 2024-2045



Abilene Comprehensive Plan 2024-2045

Household Types in Abilene		
Households with Children		
<i>Married couple, with own children under 18</i>	478	16.5%
<i>Male householder with no spouse present, with own children under 18</i>	16	0.6%
<i>Female householder with no spouse present, with own children under 18</i>	138	4.8%
<i>Cohabiting couple household, with own children under 18</i>	87	3.0%
Single-person Households		
<i>Male Householder living alone (under 65 years)</i>	376	13.0%
<i>Male Householder living alone (65 years and over)</i>	167	5.8%
<i>Female Householder living alone (under 65 years)</i>	130	4.5%
<i>Female Householder living alone (65 years and over)</i>	424	14.7%
TOTAL HOUSEHOLDS	2,890	—

- **Children / Seniors** Out of 2,890 households in Abilene, 751 (26.0%) had at least one child under 18 years of age in the household; 1,049 (36.3%) had at least one person 65 years of age or older in the household; and 1,090 (37.7%) had neither.
- **Parents** Out of 719 family households where adults are living with their own children under 18 years of age, 478 households (66.5%) are married couples, 138 (19.2%) are female single parents, 87 (12.1%) are cohabiting couples, and 16 (2.2 %) are male single parents.

- **Single-person Households** Out of 2,890 households in Abilene, 1,097 (38.0%) are single-person households— 506 (17.5%) with a householder under 65 years of age, and 591 (20.5%) with a householder 65 years of age or older.

These figures have significant planning implications for both housing needs and social services.

Abilene Educational Attainment (25 years old and over)		
Less than 9th grade	138	2.9%
9th to 12th grade, no diploma	251	5.4%
High school graduate (including equivalency)	1,350	28.8%
Some college, no degree	1,121	23.9%
Associate's degree	523	11.2%
Bachelor's degree	993	21.2%
Graduate or professional degree	311	6.6%
Total	4,687	100.0%

- Of people in Abilene 25 years old or older, 91.7% had a **high school degree or higher**, compared to 91.6% in Kansas, and 88.9% nationally.
- Of people in Abilene 25 years old or older, 27.8% had a **bachelor's degree or higher**, compared to 34.4% in Kansas, and 33.7% nationally.

Demographic Data from the Community Questionnaire

On the Community Questionnaire, several questions were asked to help community leaders understand why people choose to move to Abilene, and why they choose to stay.

- **How long have you lived in or near Abilene?**

- Less than 5 years: 9%
 - 5 to 10 years: 16%
 - More than 10 years: 74%

- **Where did you live before moving here?**

- Not applicable—I have lived here all my life: 22%
 - Elsewhere in Dickinson County: 10%
 - Elsewhere in Kansas: 36%
 - Outside Kansas: 32%

- **If you moved to Abilene within the last 10 years, what were the major reasons you moved here?**

- N/A—I have lived here longer than 10 years: 54%
 - To be close to family and friends: 12%
 - For an economical place to live: 10%
 - To be closer to work: 8%
 - To live in a smaller city: 7%
 - For the good schools: 3%
 - For the good housing: 3%
 - To retire: 2%
 - To live in a larger city: 0%

- **If you are planning to leave the Abilene area, what are your reasons for leaving?**

- N/A—I am not planning to leave: 69%
 - Retirement: 8%
 - To be closer to family: 5%
 - Better-quality or different kind of housing: 4%
 - Job change: 3%
 - Personal reasons: 3%
 - Need lower-cost housing: 2%
 - My children are graduating: 2%
 - To be closer to work: 1%
 - Health reasons: 1%
 - Want to own a home rather than rent: 1%
 - For better schools: 1%
 - Want a better neighborhood: 1%
 - I am graduating: 0%

- **Do you plan to stay in the Abilene area only until your child or children graduate from high school?**

- Yes: 10%
 - No: 25%
 - Undecided: 6%
 - N/A—No kids in school: 59%

- **Do you plan to stay in the Abilene area after you retire?**

- Yes: 50%
 - No: 13%
 - Undecided: 26%
 - N/A— Already retired: 11%

Housing

The variety and quality of housing options available in Abilene impacts both the community's quality of life, and whether or not homeowners choose to move to or remain in the city. Residential properties are a major source for the City's tax revenues, and a healthy housing market benefits many businesses as well. A sufficient, diverse, and high-quality housing supply also increases the opportunity to attract new businesses and their employees.

A house is usually the largest single investment for a family or individual, and a home and its neighborhood are a source of great influence on household satisfaction. While a nice house does not guarantee a happy home life, a house which is unsuitable or which does not function properly for its residents can certainly increase chronic stress levels. Houses that are difficult to maintain can generate financial concerns and physical discomfort.

Young adults, families with children, singles, couples, empty nesters and retirees all need housing suited to their particular requirements—and if it is not available locally, they will often consider moving to another community to find it.

This section gives an overall picture of the housing situation in the City of Abilene, based primarily on Information from the *2017-2021 American Community Survey 5-Year Estimates*. Housing information from the 2020 Census is also included; though very limited, it is the official data on the few points of information which were counted.

Housing Units: The Census count of housing units includes both occupied and vacant residential buildings. Recreational vehicles and the like are included only if they are occupied as someone's usual place of residence. Vacant mobile homes are included provided they are intended for occupancy on the site where they stand, but if they are on sales lots or in storage yards they are not counted as housing units.

Persons per Household	Owner-occupied Housing Units	Renter-occupied Housing Units	All Occupied Housing Units
1-person	532	565	1,097
2-person	821	203	1,024
3-person	224	49	273
4 or more-person	442	54	496
TOTAL	2,019	871	2,890

- **Household Size** The average household size of owner-occupied units in Abilene was 2.61 persons. The average household size of renter-occupied units in Abilene was 2.25 persons.
- **Occupancy** Out of 3,372 housing units in Abilene, 2,890 (85.7%) were occupied and 482 (14.3%) were vacant. Of the 2,890 occupied units, 2,019 (69.9%) were owner-occupied, and 871 (30.1%) were renter-occupied.

Planning for Smaller Households The share of people living alone in the United States has increased every decade since 1940. In 2020, over a quarter (27.6%) of all occupied households in the U.S. were one-person households—up from just 7.7% in 1940.

Over 73% of Abilene's occupied housing units contain one- or two-person households. **Plan to provide a wide array of housing options to accommodate these smaller households.**

Housing Types	Number	Percentage
Single, detached	2,614	77.5%
Single, attached	18	0.5%
2 Units	115	3.4%
3 or 4 Units	186	5.5%
5 to 9 Units	73	2.2%
10 to 19 Units	52	1.5%
20 or more Units	275	8.2%
Mobile Home	39	1.2%
TOTAL HOUSING UNITS	3,372	100.0%

Housing Types The majority (77.5%) of Abilene's housing stock is single-family detached homes, yet the community also has a wide array of other housing type options.

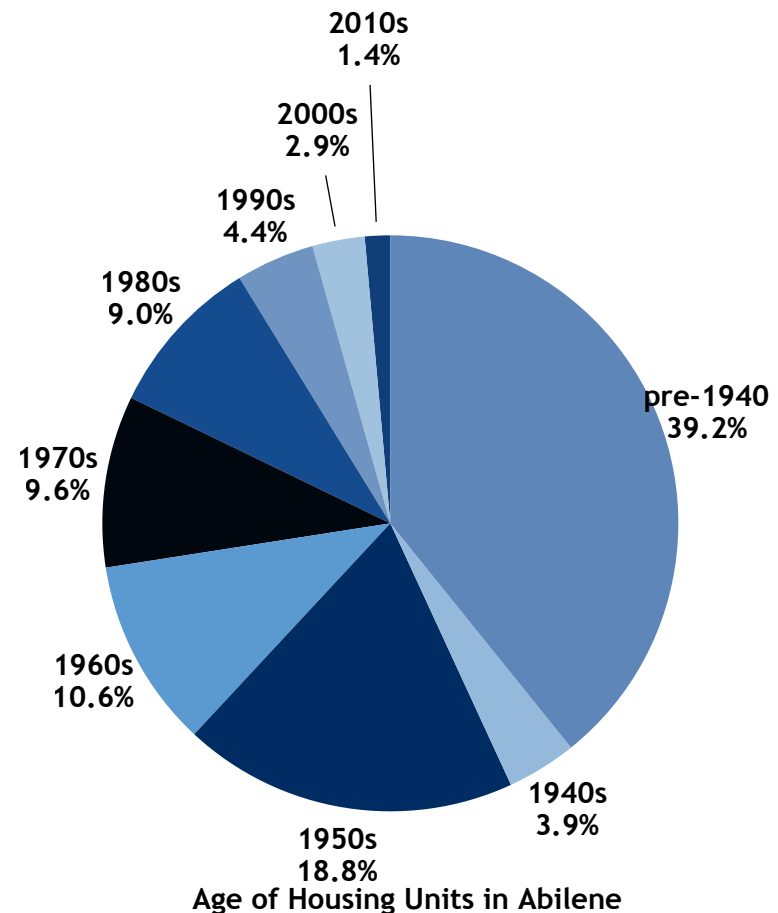
Bedrooms per Housing Unit	number	percent
0	109	3.2%
1	437	13.0%
2	1,008	29.9%
3	1,139	33.8%
4	469	13.9%
5 or more	210	6.2%
TOTALS	3,372	100%

Bedrooms For many years, the real estate industry has used the number of bedrooms per house as a key factor in marketing homes. A 3-bedroom house has been considered the standard starter home for a typical family; about a third of Abilene's housing stock falls into this category.

However, as household sizes continue to fall, and one- or two-person households become the norm, smaller houses are becoming more and more marketable, especially in walkable neighborhoods.

Age of Housing Units Abilene had fairly steady residential development over much of its history, up until the 1990s. Less than 9% of the city's housing units have been constructed in the last thirty years. Over 39% of Abilene's housing units were built prior to 1940.

When they are well maintained, older homes can help give a community continuity and character, but if they are allowed to fall into disrepair, they can become a source of blight.



Abilene Comprehensive Plan 2024-2045

Value of Owner-occupied Housing Units	Number	Percentage
Less than \$50,000	77	3.8%
\$50,000 to \$99,999	760	37.6%
\$100,000 to \$149,999	546	27.0%
\$150,000 to \$199,999	319	15.8%
\$200,000 to \$299,999	186	9.2%
\$300,000 to \$499,999	101	5.0%
\$500,000 to \$999,999	30	1.5%
\$1,000,000 or more	0	0.0%
TOTAL OWNER-OCCUPIED HOUSING UNITS	2,019	100.0%

Value Nearly 65% of Abilene's owner-occupied housing units are between \$50,000 and \$150,000 in value.

- **Median Value** The median value of owner-occupied housing units in Abilene was \$114,100.

Note, much of this data on housing values and costs was collected before the notable rise in housing costs that occurred as a result of the economic disruption caused by the Covid pandemic.

Selected Monthly Owner Costs – Housing Units WITH a Mortgage		
	number	percent
Less than \$500	5	0.4%
\$500 to \$999	351	31.6%
\$1000 to \$1499	578	52.0%
\$1500 to \$1999	110	9.9%
\$2000 to \$2499	17	1.5%
\$2500 to \$2999	25	2.2%
\$3000 or more	26	2.3%
TOTALS	1,112	100%

Selected Monthly Owner Costs – Housing Units WITHOUT a Mortgage		
	number	percent
Less than \$250	18	2.0%
\$250 to \$399	337	37.2%
\$400 to \$599	338	37.3%
\$600 to \$799	113	12.5%
\$800 to \$999	57	6.3%
\$1000 or more	44	4.9%
TOTALS	907	100%

Housing Costs The cost of owning a house varies significantly between those paying a mortgage, and those who do not have a mortgage to pay.

- **Mortgages** Out of the 2,019 owner-occupied housing units in Abilene, 1,112 (55.1%) had a mortgage, and 907 (44.9%) did not.
- **Monthly Cost** The median monthly owner cost for housing units with a mortgage was \$1,183, and for housing units without a mortgage was \$449.

Housing Costs as a Percent of Income People paying a very high percentage of their income in housing costs are often people with a very low household income, such as students, or elderly people on a fixed income.

Selected Monthly Owner Costs as a Percentage of Household Income				
Percentage of Income	Housing Units WITH a Mortgage		Housing Units WITHOUT a Mortgage	
	number	percent	number	percent
less than 10%	—	—	395	43.8%
10 to 14.9%	—	—	163	18.1%
15 to 19.9%	—	—	75	8.3%
less than 20%	583	52.4%	—	—
20% to 24.9%	204	18.3%	141	15.6%
25% to 29.9%	171	15.4%	41	4.6%
30% to 34.9%	44	4.0%	21	2.3%
35% or more	110	9.9%	65	7.2%
Not computed	0	—	6	—
TOTALS	1,112	100%	901	100%

The following tables show information on rent in occupied rental units in which rent was paid; the tables do not include 14 rental units in which no rent was paid.

Gross Rent in Occupied Units	Number	Percentage
Less than \$500	169	19.7%
\$500 to \$999	568	66.3%
\$1000 to \$1499	108	12.6%
\$1500 to \$1999	0	0.0%
\$2000 to \$2499	12	1.4%
TOTAL OCCUPIED RENTAL UNITS	857	100.0%

- **Median Rent** The median rental rate of Abilene's occupied rental units was \$672 per month.

Gross Rent as a Percentage of Household Income		
Percentage of Income	Households	
	number	percent
less than 15%	55	6.4%
15% to 19.9%	201	23.5%
20% to 24.9%	213	24.9%
25% to 29.9%	55	6.4%
30% to 34.9%	93	10.9%
35% or more	240	28.0%
TOTALS	857	100%

Rental Costs as a Percent of Income About 55% of renters in Abilene paid less than 25% of their household income per month in housing costs. The 28% of Abilene tenants that are paying more than 35% of their income on rent are likely people with a very low household income, such as students, or elderly people on a fixed income.

Economy

Census information in this section applies only to people living *inside* the city limits of Abilene, and does not include data on those living in the Abilene Planning Area. Therefore, the extensive agricultural component of the local economy may not appear proportionately in the data shown for the City, but may be inferred from the data for Dickinson County.

Annual Per Capita Income

"Income" includes not just earnings, but also income from other sources, such as investments, Social Security or Supplemental Security, retirement accounts, or public assistance.

The per capita income figure is a mean, derived by dividing the total income of every person 16 years old and over in a geographic area by the total population in that area. This figure is most useful when compared to the same datum for other places, and should not be construed as an accurate representation of actual income for a typical Abilene wage or salary earner.

Annual Per Capita Income	
United States	\$37,638
Kansas	\$34,968
Dickinson County	\$33,081
Abilene	\$33,318

The annual per capita income for the City of Abilene is lower than comparable figures for the state and nation, but a bit higher than that for Dickinson County as a whole.

Median Earnings

	Median Earnings					
	(full-time, year-round workers)				(also part-time)	
	Male Workers		Female Workers		All Workers	
	amount	% of US	amount	% of US	amount	% of US
USA	\$57,803	—	\$46,823	—	\$38,732	—
Kansas	\$54,631	94.5%	\$42,859	91.5%	\$36,603	94.5%
Dickinson County	\$48,904	84.6%	\$40,653	86.8%	\$35,197	90.9%
Abilene	\$50,357	87.1%	\$38,560	82.4%	\$33,969	87.7%

Gender Wage Gap This country, along with most of the world, has long had a significant gap between what males earn versus what females earn. Some of the wage gap is accounted for by factors such as differences in educational attainment, work experience, and family caregiver responsibilities. However, gender discrimination is also still a major factor, including segregation of women into lower-paying jobs, and outright wage discrimination.

The 2017-2021 ACS data in the table above shows that nationally, the wage gap between men and women was 19%—that is, on average, full-time working women earned 81% of what full-time working men earned. In Kansas, the gap was three points worse at 22%, notably better in Dickinson County at 17%, and in Abilene it was four points worse at 23%. **A typical full-time working woman in Abilene earns about 76.6% of what a typical full-time working man earns.**

Retaining young talent is one of the most important ways a community can secure its economic future, and aggressively attacking the wage gap is one of the best ways to hang on to young educated workers. Young college-educated women in particular are inclined to leave places where the wage gap is notably high.

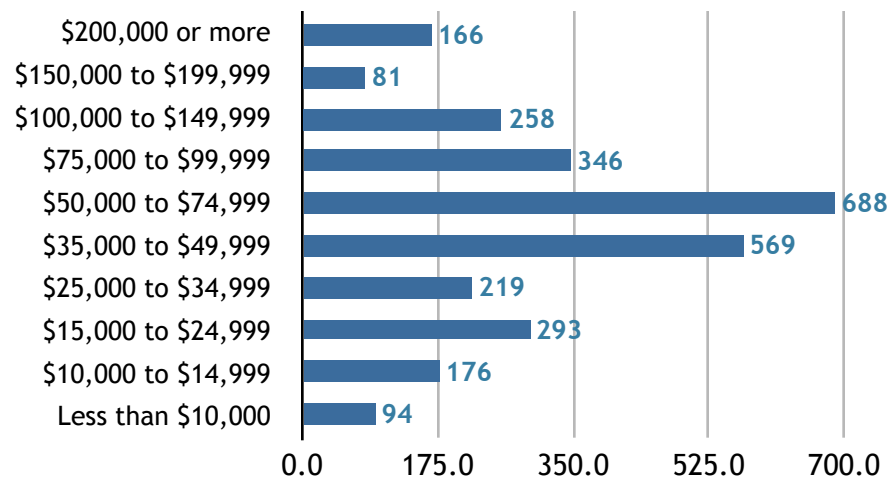
Median Household Income

Non-family households include persons living alone, while family households often have more than one income earner.

	Median Household Income		
	Family	Non-family	All Households
United States	\$85,028	\$41,394	\$69,021
Kansas	\$82,260	\$37,451	\$64,521
Dickinson County	\$71,895	\$33,631	\$59,400
Abilene	\$68,711	\$32,708	\$52,423

Annual Household Income & Benefits

Out of 2,890 households in Abilene, annual household income and benefits were distributed as shown in the graph below. The bars indicate the number of households in each income range, with incomes shown in 2021 inflation-adjusted dollars.



Types of Employment

Out of an estimated 2021 population of 6,507 persons in the City of Abilene, there were 5,308 people who were 16 years of age and older. Of those 16 and up, 3,389 were in the labor force (63.8%), including 3,316 (62.5%) employed civilians, and 73 (1.4%) who were unemployed. According to the Census Bureau's *2017-2021 American Community Survey 5-Year Estimates*, no members of the armed forces live in Abilene.

The following three tables show data from the *2017-2021 ACS* for Abilene's 3,316 employed civilians 16 years of age and older—by occupational category, by the class of worker, and by the industry in which they were employed.

Occupational Category	Persons	%
Management, business, science, and arts	1,081	32.6%
Sales and office	658	19.8%
Service	628	18.9%
Production, transportation, & material moving	507	15.3%
Natural resources, construction, & maintenance	442	13.3%

Class of Worker	Persons	%
Private wage, salary, and commission	2,506	75.6%
Government workers (working for federal, foreign, international, tribal, state or local government)	504	15.2%
Self-employed (in own not-incorporated business)	306	9.2%
Unpaid family workers	0	0.0%

Abilene Comprehensive Plan 2024-2045

Industry in which Employed	Persons	%
Educational services, and health care and social assistance	1,054	31.8%
Manufacturing	523	15.8%
Arts, entertainment, and recreation, and accommodation and food services	302	9.1%
Retail trade	298	9.0%
Construction	231	7.0%
Public administration	225	6.8%
Other services, except public administration	175	5.3%
Professional, scientific, and management, and administrative and waste management services	120	3.6%
Finance and insurance, and real estate and rental and leasing	109	3.3%
Information	77	2.3%
Wholesale trade	76	2.3%
Agriculture, forestry, fishing and hunting, and mining	65	2.0%
Transportation and warehousing, and utilities	61	1.8%

Major local employers in the Abilene area are shown in the following table, along with the approximate number of local employees as of the spring of 2023.

Major Local Employers	Product or Activity	Estimated Number of Employees (as of 2023)
Great Plains Manufacturing	Manufacturing	1,500
Russell Stover Chocolates	Manufacturing	1,200
Sunbelt Solomon*	Manufacturing	500
USD 435	Education	360
Memorial Health System	Hospital	320
Dickinson County	Government / Municipal Services	140
West's Plaza Country Mart	Grocery Store	130
U.S. Stone Industries LLC*	Manufacturing	94
Holm Automotive Center	Sales & Service	75
USD 397*	Education	75
City of Abilene	Government / Municipal Services	68
ADM Milling Company & ADM Animal Nutrition	Manufacturing	54
Abilene Machine*	Manufacturing	50
Lumber House True Value	Retail	37
PrairieLand Partners	Sales & Service	30
* Located outside of Abilene city limits		

Many other employment opportunities are provided in Abilene by a wide variety of smaller businesses and organizations.

Unemployment

The Census defines the **labor force** as those civilians, 16 years old or older, who are employed or seeking employment. The **unemployment rate** is the percent of people *in the labor force* who are unemployed—a ratio which only includes those working or *actively looking* for work; it excludes retirees, full-time homemakers, and full-time students, among others.

Unemployment Rate (2017-2021 ACS)			
United States	5.5%	Dickinson County	3.0%
Kansas	4.1%	Abilene	2.2%

According to the 2017-2021 American Community Survey 5-Year Estimates, Abilene's unemployment rate is extraordinarily low—much better than that of the County, state, or nation.

The percentages of "unemployed civilians" shown in the table below **include** people who are *not* actively looking for work, such as students, homemakers and retirees.

Employment	Abilene		Dickinson County		Kansas	
	Persons	%	Persons	%	Persons	%
Population 16 years of age and over	5,308	100.0%	14,732	100.0%	2,299,477	100.0%
• Civilian labor force	3,389	63.8%	9,416	63.9%	1,530,430	66.6%
<i>Employed / civilian</i>	3,316	62.5%	9,073	61.6%	1,450,216	63.1%
<i>Unemployed civilians</i>	73	1.4%	280	1.9%	61,847	2.7%
• Military labor force	0	0.00%	63	0.43%	18,367	0.80%
• Not in labor force	1,919	36.2%	5,316	36.1%	769,047	33.4%

Out of the 5,308 people in the City of Abilene who were 16 years old or older, **36.2% were not in the labor force**, compared to **33.4% in Kansas**. People in this category are typically retired, disabled, full-time students, or full-time homemakers.

Poverty

The Census uses federal poverty guidelines to determine poverty levels. Another indicator often used to estimate the degree of poverty in a community is the rate of health insurance coverage. As with many such indicators, the numbers are most useful when compared to similar data for other geographic areas.

The following table shows percentages of people whose income in the previous 12 months was below the federal poverty level, as well as rates of health insurance coverage for the civilian non-institutionalized population. Information is from the 2017-2021 American Community Survey 5-Year Estimates.

	Poverty Rates		Health Insurance Coverage (% of civilian non-institutionalized population)	
	All Families	All People	With	Without
United States	8.9%	12.6%	91.2%	8.8%
Kansas	7.6%	11.5%	91.1%	8.9%
Dickinson County	5.4%	8.7%	90.4%	9.6%
Abilene	5.3%	8.2%	91.8%	8.2%

Abilene's poverty rates for both all families and for all people are lower than those for the nation, state, or county. People living outside a family support structure typically endure higher rates of poverty than people living within a family, and that is also the case in Abilene.

The percentage of Abilene's population that has **health insurance coverage** is slightly higher than that for the nation, state, or county.

Commuting

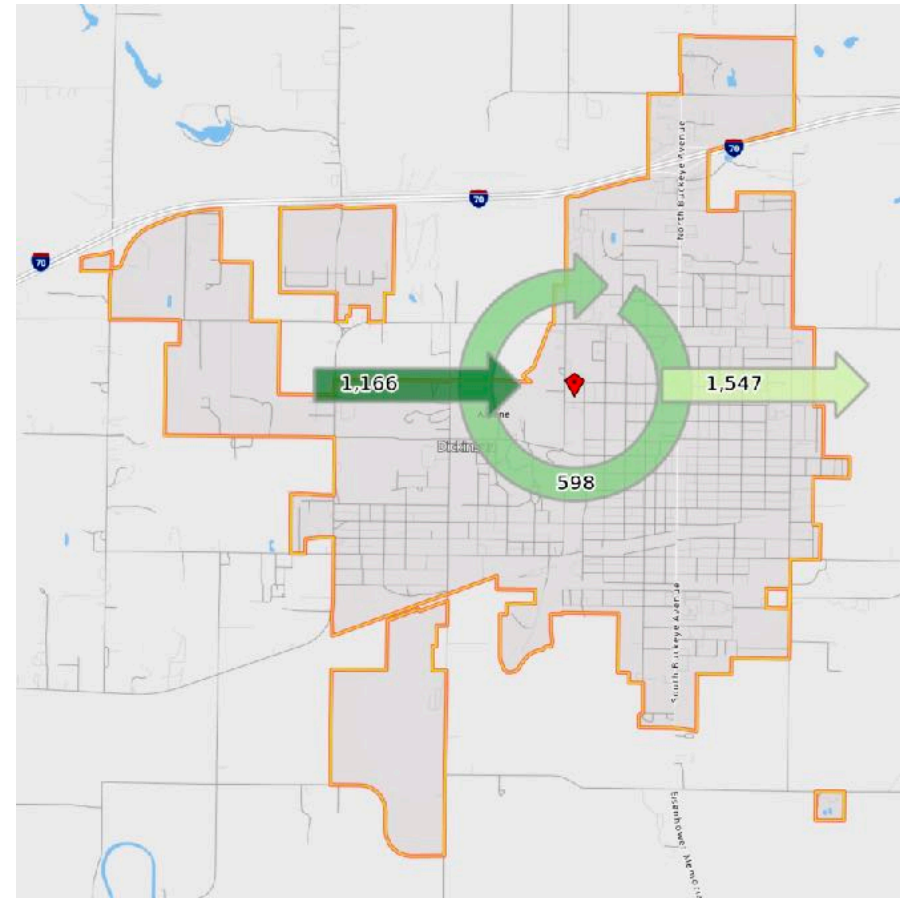
The 3,294 workers living in Abilene, who are 16 years old or older, commuted to work as shown in the following table. The **mean travel time to work** for them was **16.4 minutes**.

Commuting	Persons	%
Drove in car, truck or van—alone	2,307	70.0%
Drove in car, truck or van—carpooled	481	14.6%
Worked from home	300	9.1%
Walked	117	3.6%
Other means	57	1.7%
Public transportation (excluding taxicab)	32	1.0%

As is typical for rural Kansas communities, most people commute by vehicle, alone. Note, this information was collected during the peak of the 2020 pandemic lockdown, resulting in far more people working from home than had previously been common.

Inflow / Outflow Job Counts Based on 2020 Census data on private primary jobs, 1,764 people are employed within the city limits of Abilene. Of those, 598 (33.9%) people both live and work in the city, and 1,166 (66.1%) commute into the city from elsewhere.

Out of the 2,145 *employed people living* in Abilene, 598 (27.9%) both live and work inside the city, while 1,547 (72.1%) commute out of the city to work elsewhere.



This pattern reflects Abilene's status as a rural city which functions both as a local employment center, and as a bedroom community for the larger area economy.

Economic Data from the Community Questionnaire

Location of Employment Responses received from the Community Questionnaire indicated that respondents worked in the following locations:

- 64% of respondents worked in Abilene
- 22% were retired or working from home
- 4% worked in Salina
- 2% worked in each of these locations: Manhattan, Fort Riley, Junction City, & in unincorporated areas of the county
- 1% worked in each of these locations: Chapman, Herington & Clay Center

Incentives On the Community Questionnaire, a couple of questions were asked to help community leaders understand how people would like to see their tax dollars spent.

- Do you think the City should encourage economic growth by providing **property tax exemptions or other incentives to new or expanding businesses?**

Yes: 67%

No: 21%

I Don't Know: 12%

- Do you think the City should **encourage housing development by subsidizing infrastructure** (streets, water lines, sewer lines, electric lines) to new subdivisions?

Yes: 48%

No: 32%

I Don't Know: 20%

Local Debt

As of June 30, 2022, the City of Abilene had \$9,295,000 in outstanding debt. Under the state debt limitation statutes governed by K.S.A. 10-309, bonds dedicated to certain utilities projects such as water, sewer, storm sewer, or electrical improvements, are exempt from being included in calculations of the City's debt limitation.

Using the City's 2022 estimated total tangible assessed valuation, including that for motor vehicles, of \$61,326,310, and exempting the 2019 bonds for utilities, the City is currently using just 20.0% of the amount within its 30% debt limitation. This leaves \$14,712,893 for future bonded indebtedness under the statutory limitation, to carry out the growth policies of the City.

City of Abilene Bond Indebtedness		
Bond	Amount of Bond as of 6/30/2022	Retirement
2013 Series A—Fire Truck	\$100,000	9/1/2023
2015 Series A—Dawson Cottage Addition	\$100,000	9/1/2025
2017 Series B—Highlands Addition	\$3,485,000	9/1/2040
2019 Series A—Sewer / 8th Street to Wastewater Treatment Plant	\$2,725,000	9/1/2039
2019 Series B—Wastewater Treatment Plant	\$2,885,000	3/1/2028
TOTAL BOND DEBT	\$9,295,000	—

Local Tax Levies

Property tax rates are expressed in mills, or tax dollars due per one thousand dollars of the assessed valuation of property. Assessed value is substantially lower than market value. In Dickinson County, half of the taxes levied on an assessment made in one year is due in December of that year, and half is due the following May.

The amount of taxes paid should always be judged against the value received.

- The property tax levy to the **State** pays for educational and institutional building funds.
- **Dickinson County** taxes pay for county government and facilities, elections, courts, the Sheriff's Department, Fire District/EMS services, emergency management, environmental services, road and bridge maintenance, noxious weed control, and health services, among other purposes.

Dickinson County funding also helps support the Extension Service, the Conservation District, the Historical Society, and the Central Kansas Free Fair, as well as area agencies that provide economic development, senior citizen services, mental health services, and disability support services.

- Property tax levies also support public schools, the Recreation Commission, library services, and cemeteries.
- **City of Abilene** property taxes pay for city government and facilities, municipal utilities (water, sewer, the recycling center and compost facility), police, parks, building inspections and code enforcement.

The following table shows the official 2022 ad valorem tax levies for property owners in the City of Abilene. [Tax levy information](#) for Dickinson County is available online.

2022 Property Tax Levy	in mills
State of Kansas	1.500
Dickinson County	54.967
Abilene USD 435	55.183
Abilene Cemetery District	1.603
Chisholm Trail Extension District #20	1.705
Memorial Hospital #1	2.001
<i>Subtotal</i>	<i>116.959</i>
City of Abilene	—
General	32.809
Library	8.221
Fire	1.917
Bond & Interest	5.530
Capital Improvements	1.685
<i>Subtotal</i>	<i>50.162</i>
2022 Total Mill Levy	167.121

The 2023 City of Abilene total tax levy of 47.356 is 2.806 mills lower than the 2022 rate of 50.162.

The 2022 assessed valuation of property in Abilene was \$61,326,310. Applying the 2022 total mill levy of 167.121 would produce total property taxes of \$10,248,914, to be paid from Abilene property owners in late 2022 and early 2023, to the State of Kansas, Dickinson County, USD 435, the Cemetery District, Chisholm Trail Extension, Memorial Hospital, and the City of Abilene.

Tax Rates of Comparable Cities

The following table compares Abilene's city property tax rate to those of other Kansas cities with a similar population, and which are also not suburbs of a large metropolitan area. The most recent data available for this comparison is from 2022, for taxes collected in 2023.

In the chart below, cities are listed in order of the size of their 2022 population, from largest to smallest (shown in blue).

Comparable Kansas Cities	2022 Population	Assessed Tangible Valuation	Total City Levy in mills
Independence	8,464	\$51,256,662	54.515
Wellington	7,664	\$45,561,311	60.968
Pratt	6,573	\$45,309,295	53.140
Abilene	6,468	\$61,326,310	50.162
Eudora	6,449	\$62,959,098	39.001
Paola	5,786	\$71,192,792	42.255
Ulysses	5,770	\$36,073,902	43.827
Tonganoxie	5,702	\$62,032,833	44.695

In relation to these comparable Kansas cities, Abilene had the fourth highest population, the fourth highest assessed valuation, and the fourth highest mill levy. In short, Abilene's city property taxes appear to be pretty average compared to those of similar cities, neither unusually high nor unusually low.

Public Perception of Tax Rates

When asked on the Community Questionnaire what they thought of various City, County and School District tax rates, respondents answered as follows:

Do you think the following tax rates are:								
	High		Reasonable		Low		Don't know	
City of Abilene Sales Tax	34	31%	66	61%	5	5%	3	3%
Dickinson County Sales Tax	32	30%	65	60%	2	2%	9	8%
School District Property Tax	36	33%	54	50%	2	2%	16	15%
City of Abilene Property Tax	47	44%	48	44%	1	1%	12	11%
Dickinson County Property Tax	54	50%	45	42%	1	1%	8	7%

Most people believe that their taxes are too high more as a matter of tradition, rather than any actual calculation of cost versus benefit. Compared to typical responses to this question, a fairly high percentage of Abilene residents think their taxes are reasonable—perhaps indicating local recognition of the value of the variety of governmental services they receive.

CHAPTER 4. Transportation & Utilities

This chapter provides an overview of transportation options and utility services in Abilene.

Transportation

A good transportation system impacts other community goals, including economic vitality and overall quality of life. A transportation system should serve community facilities, respond to both existing and future land use patterns, and support desired development.

STREETS—FEDERAL FUNCTIONAL CLASSIFICATIONS

The roads in the Abilene Planning Area are part of a nationwide system of federal street classifications, which are reviewed periodically, and revised as necessary to reflect changing conditions. Changes in a street's federal classification must be approved by the local County Commission.

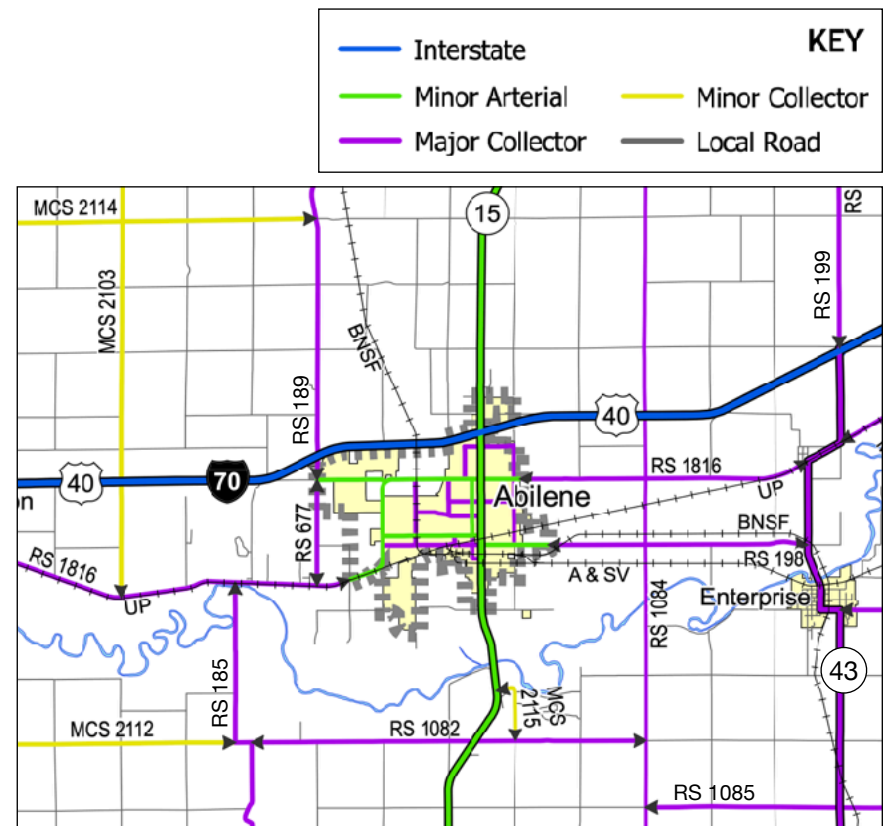
Federal street classifications affect funding for road improvements. A street must be in the approved federally classified roadway system before projects on that roadway can receive federal transportation funding.

Streets are classified into a function-based hierarchy depending on how they balance traffic volume and speed against access to adjacent land uses. **Freeways and Expressways** are dedicated to high-speed traffic, typically providing no access at all to adjacent properties. **Arterials** maximize traffic flow and speed, but provide limited access to adjacent properties. **Collectors** balance traffic with access, and **Local Roads** reduce speed and traffic volume in order to maximize access.

More information on the federal functional street classifications can be found in the 2013 Federal Highway Administration report *Highway Functional Classification Concepts, Criteria and Procedures*.

Maps showing federal functional street classifications for each county in Kansas are maintained by the state Department of Transportation (KDOT), available online at KDOT's *County Roadway Functional Classification Maps*.

The map below shows the Federal Highway Administration's 5- to 10-year future functional classifications for the Abilene area, as of May 2023.



In the Abilene Planning Area, the only street with a federal classification as an **Interstate** is I-70. [KDOT traffic count maps](#) for 2023 show that about 20,000 vehicles pass through Dickinson County each day on Interstate 70.

In the Abilene Planning Area, streets with federal classifications as **Minor Arterials** include:

- K-15 / Buckeye Avenue
- Cedar Street, from NW 3rd Street to NW 14th Street
- Old Highway 40 / S Van Buren Street, from Fawn Road to NW 14th Street
- 14th Street, from Fair Road to 1/16th of a mile east of Brady Street
- NW 3rd Street, from Van Buren Street to Buckeye Avenue
- E 1st Street, from Buckeye Avenue east about one mile

In the Abilene Planning Area, north-to-south streets with federal classifications as **Major Collectors** include:

- Eden Road, from Old Highway 40 south (RS 185)
- Fair Road, north from Old Highway 40 to NW 14th Street / 2300 Avenue (RS 677)
- Fair Road, north from NW 14th Street / 2300 Avenue (RS 189)
- N Washington Street, from W 1st Street to NW 14th Street
- N Vine Street, from NW 7th Street to NW 14th Street
- N Elm Street, from W 1st Street to NW 3rd Street
- N Mulberry Street, from NW 14th Street to NW 21st Street
- N Cedar Street, from SW 4th Street to NW 3rd Street
- N Brady Street, from E 1st Street to NE 21st Street
- Jeep Road

In the Abilene Planning Area, east-to-west streets with federal classifications as **Major Collectors** include:

- 21st Street, from Mulberry Street to Brady Street
- NE 14th Street / 2300 Avenue, east from 1/16th of a mile east of Brady Street (RS 1816)
- 10th Street, from Vine Street to Brady Street
- NW 8th Street / NW 7th Street, from Washington Street to Buckeye Avenue
- W 1st Street, from S Van Buren Street to Buckeye Avenue
- E 1st Street / 2200 Avenue, east from about one mile east of Buckeye Avenue (RS 198)
- SW 4th Street, from S Cedar Street to Buckeye Avenue
- Old Highway 40, from Fawn Road west (RS 1816)
- 1900 Avenue, between Eden Road and Eden Road (RS 185)
- 1900 Avenue, from eastern Eden Road to Jeep Road (RS 1082)

In the Abilene Planning Area, the only street with a federal classification as a **Minor Collector** is:

- Hawk Road, from 1900 Avenue to K-15 (MCS 2115)

On the KDOT map, any street which is not classified in one of the federal functional street categories is considered a **local street**.

PARKING

A vehicular circulation system must accommodate vehicles not only when they are traveling, but also when they are parked. Census data from the 2021 *American Community Survey* indicates that, for a population of 6,507 people, there are **currently at least 5,594 vehicles based in Abilene**—an average of more than six vehicles for every seven people.

- **Vehicles** Of the 2,890 occupied housing units in Abilene, 144 (5.0%) had no vehicles available; 768 (26.6%) had one vehicle available; 1,108 (38.3%) had two; and 870 (30.1%) had three or more.

In older neighborhoods, streets were expected to support both traffic flow and shared on-street parking. Modern suburban developments often require off-street parking, and so devote less land to paved streets but more to driveways and garages.

Commercial Parking It is important to have adequate parking to support local businesses, but it is also important not to *overbuild* parking facilities. Too much land devoted to storing cars makes a neighborhood less walkable. Parking spaces and their associated aisles are surprisingly expensive to construct, and they generate runoff which adds significant load to stormwater management systems. Requiring every business to have its own dedicated parking spaces can exacerbate these costs, while shared public parking reduces them.

American small town main streets were traditionally designed to support shared on-street public parking. Though out of fashion in recent decades, this parking solution is now being recognized again as a valuable and cost-effective parking strategy.

New downtown streetscapes often include diagonal or parallel on-street parking with ADA spaces, bike lanes, wide sidewalks with ADA curb ramps and well defined crosswalks, curb extensions with street trees, attractive street and pedestrian lighting, benches, bike racks and public art.



2023 Aerial of downtown Abilene

Abilene's downtown area has numerous parking lots as well as on-street diagonal parking along the full length of all of its downtown streets. The rest of the community is served by off-street parking.

A **parking study** may be in order, to determine whether Abilene's downtown may actually have too much parking, relative to its realistic needs. By reducing the amount of space dedicated to vehicle storage, more space could be dedicated to creating a pedestrian-friendly environment that could increase the economic vitality of downtown Abilene, and provide more return on investment than unneeded parking spaces do.

COMPLETE STREETS

Abilene's rural location means its people will always be primarily dependent on vehicular transportation. Nevertheless, the city itself should still offer residents at least some neighborhoods that also support additional means of transport.

Such neighborhoods have streets based on the principles of **complete streets**—a design philosophy which calls for utilizing the public rights-of-way to support safe and comfortable travel by *all* users, of all ages and abilities, including pedestrians, bicyclists, and motorists.

Complete streets include sidewalks with curb ramps, and good crosswalks. In downtown areas, streets may also have curb extensions, crosswalk medians for pedestrian refuge, and shared on-street parking. Amenities might include shade and benches for pedestrians, and bike racks. Where appropriate, streets may include bike lanes or bike routes.

For more information on complete streets, see:

- [National Complete Streets Coalition](#).
- USDOT's [Pedestrian and Bicycle Information Center](#), for links to more resources on complete streets, pedestrian and bicycle facilities, e-scooters, e-bikes, and bike share programs.

Whenever the design or renovation of a right-of-way is part of a planning project, Planning Commission and City Commission members have the opportunity to incorporate complete streets principles. Each small project may allow only an incremental change in the City's overall transportation network—but over time, such incremental changes can accumulate, and have a profound effect on Abilene's quality of life.

*"The role of streets is to build communities,
not the other way around."*

Gary Toth — Project for Public Spaces

WALKABILITY

Walkability is an important asset for enhancing quality of life and improving community health. Abilene has the size, compactness, grid-type street layout, and block size that give it great potential as a very walkable community.

For people to *want* to walk, they need a safe surface to walk on, a comfortable environment to walk in, and destinations to walk to. Pedestrian pathway systems are most successful as a viable transportation option when they **connect residential neighborhoods to community destinations**, including schools, parks, churches, and downtown businesses.

Urban residential streets can be categorized as either gridiron or subdivision types. The **type of street** impacts the character of the neighborhood, the efficiency of traffic patterns, the provision of utilities, and how people live.

Gridiron streets form a grid of 90-degree intersections, creating rectilinear blocks, with **alleys** for utility and garage access.

Subdivision streets usually occur in neighborhoods platted in the 1950s or later. They typically incorporate a maze of curvilinear streets, T-intersections, and cul-de-sacs, while minimizing connections to the main street network. Rather than public alleys, they use a system of **easements** across private property to allow utility access. This street pattern creates neighborhoods that are extremely car-dependent, and are now becoming less desirable as more and more Americans recognize the value of walkable neighborhoods.

Abilene's older neighborhoods have gridiron pattern streets. Only the Golden Belt Heights subdivision northwest of town, and a scattering of cul-de-sacs in some of the newer neighborhoods mostly in the northeast quadrant of town, are designed with subdivision-style streets.

To improve future walkability in Abilene, consider requiring any new **cul-de-sac streets to be platted in such a way that they allow for direct pedestrian and bicycle connections** linking cul-de-sacs to each other, and to the street grid.

Information on Walkability

These are links to two 2013 TED Talks by architect and urban planner Jeff Speck:

- [The Walkable City](#) offers economic, health and environmental reasons for building walkable communities.
- [Four Ways to Make a City More Walkable](#) discusses the four things a City needs to do to make people prefer walking over driving: a reason to walk, a safe place to walk, comfortable conditions to walk in, and things that make a walk interesting.

ABILENE'S SIDEWALKS

Abilene has sidewalks in its downtown commercial district, which typically extend from building face to back of curb. Most of the city's older residential neighborhoods also have sidewalks, three to four feet wide, built back when children regularly walked to school. Occasionally a segment is missing, and in need of replacement to fill in the gap. Some areas on the outer edges of the city, typically constructed after the 1950s, lack sidewalks entirely.

Some of Abilene's older sidewalks are in need of maintenance or replacement, but they are a resource well worth the investment to sustain. They form the core of a pedestrian network that helps make Abilene a fundamentally walkable city.

Cultural changes are making walkable neighborhoods more and more desirable, increasing the potential value of both residential and commercial properties in such areas. Investment in sidewalks should be regarded as an investment in Abilene's quality of life, and its future.



Typical residential sidewalks in Abilene



Typical downtown sidewalk in Abilene

Sidewalk Policy Abilene's City Code ([Chapter VI, Article 3](#)) addresses standards for sidewalk construction and maintenance, repair, and snow removal. It also addresses condemnation of unsafe sidewalks, and their demolition and replacement.

Under the Code, **new sidewalks** can be constructed after petition by citizens, and paid for by assessments on abutting property, if the petition is approved by the City Commission. Alternatively, when recommended by City staff, the City Commission may approve a Resolution to construct new sidewalks in any developed area of the city where it is determined they would be a benefit to the general public.

Ideally, the City's sidewalk policy should also provide a practical means to retrofit new sidewalks into existing neighborhoods where they were never built

[Section 5-8](#) of the Abilene Subdivision Regulations allows for the option of requiring sidewalks in new development.

Sidewalk Funding There is no national standard for how sidewalk installation and repair projects are paid for. While public streets and parking areas are regularly funded with tax dollars, sidewalk funding is a patchwork of solutions that varies from city to city. Often, cities use either full municipal funding or a cost split program between the City and adjacent landowners.

The City of Abilene utilizes a cost-split program called the [Sidewalk Connection & Replacement Program](#). On a "first come, first served" basis, as long as funding lasts, the City will pay up to \$500 (or up to \$1,000 for a corner lot) for sidewalks on residential properties, and pay half the cost for sidewalks on a commercial property.

For more information, see the Federal Highway Administration's [Guide for Maintaining Pedestrian Facilities for Enhanced Safety Research Report](#), which includes an overview of funding options.

BICYCLING FACILITIES

Abilene currently has no dedicated bicycle paths, lanes, or routes. Bicyclists generally share the roads with motor vehicles.

A **bike path**, typically used by both pedestrians and bicyclists, is usually 8 or 10 feet wide, paved, and separated from the street but built within a right-of-way or along a drainage route.

A **bike lane** is typically 5 feet wide, and located on a street or its shoulder, between a motor vehicle traffic lane and the gutter or road edge.

A **bike route** is designated with signs and pavement markings, on a street specifically intended for simultaneous use by both motor vehicles and bicycles.



Bike Path



Dual Bicycle/Pedestrian Path



Bike Lane



Bike Route Signs

Consider the option of selecting a **bike rack design** that can also be a marketing tool for the City, for use on public properties. As new racks are installed, or existing racks need to be replaced, use a customized "Abilene standard" bike rack to begin establishing a consistent design style for the City's bike racks.

Any bike rack should meet functional requirements for proper two-point bicycle support, be lockable, and be constructed of low maintenance materials. Avoid ribbon racks, spiral racks and schoolyard racks, which do not provide effective support. Racks located along a sidewalk usually need a crossbar in order to be compliant with ADA vertical-element requirements.

The simplest rack design which meets these functional criteria is the inverted "U" type, with or without a crossbar. There are endless variations on the theme, and they can easily be customized to be unique to Abilene.



Visit the [*Association of Pedestrian and Bicycle Professionals*](#) website to find more information about bicycle rack design and installation standards.

Bicycle racks should be available at local destinations, particularly at schools, parks, the Library, and downtown. The City of Abilene has installed bike racks at a number of these destinations, but not all of the existing racks are of a functionally preferred design, or placed in ideal locations.

While every single street does not need to provide for every type of user, a community's street *system* should serve the needs of all its citizens. Even if the City chooses to make no immediate plans to implement a network of bicycle lanes, paths, and routes, **make sure that planning decisions made now do not foreclose the possibility of their future development.**

AIRPORTS

Airline Travel Abilene residents have reasonably good access to national and international air travel. The Salina Regional Airport, just a 30 minute drive away, has daily scheduled passenger air service to Denver International Airport and Chicago O'Hare International Airport, provided by Skywest flights for United Airlines. Manhattan Regional Airport, just 36 minutes away, has daily American Airlines flights to Chicago and Dallas/Fort Worth. The Wichita Dwight D. Eisenhower National Airport is an hour and a half drive south from Abilene, and hosts seven airlines. The Kansas City International Airport is a two and a quarter hour drive east, and hosts 14 airlines.

Abilene Municipal Airport Owned and operated by the City of Abilene, and managed by Abilene Flying Services, the Abilene Municipal Airport is used primarily for general aviation. The Airport Advisory Committee, appointed by the City Commission, provides guidance to the City Commission on matters related to the Airport's operations.

Located at 801 South Washington Street about a mile south-southwest of the downtown business district, the Airport has one concrete runway. The City is currently working on building new T-Hangars at the Airport, after a storm in the spring of 2020 destroyed all the existing T-Hangars. The hangars will be available for lease to the public. The City also allows the lease of land at the Airport for the development of private hangar space.

A 20-year *Airport Master Plan* was completed for Abilene by Benesch in 2020. It calls for ten new Hangars to park planes, expansion of the existing runway, a new crosswind runway, an expanded and improved terminal building, a new beacon, and an automatic weather operation system.

General Aviation There are a number of other general aviation airports within an hour's drive of Abilene, including Salina Regional Airport, Junction City Municipal Airport, Herington Regional Airport, and McPherson Airport.

RAILROADS

Union Pacific Railroad (UP) tracks run roughly east-to-west through the heart of historic Abilene. Going west-southwest from downtown, the UP tracks are also used by the Kansas & Oklahoma Railroad. Three sets of tracks run easterly from Abilene, the northernmost being the UP tracks going east-northeast toward Kansas City.

The BNSF Railway tracks, which are also used by the UP, run directly east from the city, but then turn south toward Wichita. BNSF Railway tracks, also used by Union Pacific and the KYLE Railroad System, also run north from the UP tracks.

Together, these railroads provide Abilene's business and industry with excellent railroad freight service.

The **Abilene and Smoky Valley Railroad (A&SV)** operates the third set of tracks heading east from Abilene. It is a heritage railway, owned and operated by a non-profit organization that offers public excursion train rides between Abilene and Enterprise. The A&SV operates on track that was initially laid by the Chicago, Rock Island and Pacific Railroad in 1886. The former Rock Island Depot is now a gift shop.

The nearest access to passenger rail service for Abilene is available at the **AMTRAK** station in Newton, about a 65 minute drive south on K-15.



Excerpt from KDOT's *Kansas Railroad Map 2022*

PUBLIC TRANSIT

There is no regularly scheduled City bus service or other public transit system in Abilene. However, the City of Abilene contracts with OCCK Transportation Inc. to operate the GoAbilene General Public Transportation service. OCCK is headquartered at 340 N. Santa Fe Avenue in Salina, Kansas.

GoAbilene is a door-to-door, low-cost, on-demand transportation service, available from 8 am to 5 pm, Monday through Friday, within the city limits of Abilene. It provides transportation services for the general public, including seniors and passengers with disabilities, as well as young people ages 7 through 18.

A partnership with Memorial Health Foundation provides passengers on GoAbilene with free rides to medical facilities, including but not limited to doctors' offices, pharmacies, chiropractors, and dentists. GoAbilene also offers free fares to West's Country Mart through a partnership with the West family.

There is no **taxi service** located in Abilene, although **rideshare** services such as Uber or Lyft may be available.

TRANSPORTATION SYSTEM GOALS

Streets

- Pursue a solution to traffic problems at the **intersection at NW 14th and Van Buren Streets**.
- Have a ***Downtown Traffic & Parking Study*** done, to determine traffic counts on downtown streets, and to evaluate parking availability versus both present and future parking needs.
- If supported by the results of the *Downtown Traffic & Parking Study*, begin a program of **narrowing downtown streets and creating curb extensions** at intersections, to allow for wider sidewalks, street trees and bike lanes. Developing such a streetscape along Buckeye Avenue will likely involve negotiations with the State of Kansas.
- To improve future walkability in Abilene, consider requiring any new **cul-de-sac streets** to be platted in such a way that they **allow for direct pedestrian and bicycle connections** linking cul-de-sacs to each other, and to the street grid.
- Whenever **street lighting** improvement projects take place, work towards transitioning to full-cutoff, energy efficient LED lighting.
- Over time, implement **complete streets** principles to make Abilene more walkable and bikeable.

Airport

- Pursue implementation of the *2020 Airport Master Plan*.

Public Transit

- Continue to support the ***GoAbilene General Public Transportation*** service.

Sidewalks & Bicycling Facilities

- Pursue funding from KDOT's School Zone Program to install new and better **crosswalks** around the schools.
Consider prioritizing sidewalk improvements in the vicinity of St. Andrew's Elementary School, particularly north of the building.
- Proactively identify existing sidewalks in need of repair or replacement, and prioritize locations for development of new sidewalks.
- Continue to support Abilene's *Sidewalk Connection & Replacement Program*.
- Require all new developments to include sidewalks and ADA curb ramps.
- Select a **bike rack design** for Abilene that provides two-point support, is lockable, is constructed of low maintenance materials, and meets ADA requirements. Ideally, it should also incorporate a customized Abilene logo.
- Continue to install secure **bicycle racks** at local destinations where they are needed, and prioritize a replacement schedule for older non-standard racks.
- **Create a plan to develop a network of bike paths, lanes and routes** in Abilene.
Explore federal grants and other **funding** sources to help finance development of the bicycle network.

Utilities

A community's long-term success depends very much on the caliber of its infrastructure and utilities. Dependable and cost-effective utility services are essential, both to maintain a high quality of life for current residents, and to support future growth.

The City of Abilene provides **water treatment and distribution, wastewater collection and treatment, and recycling** services as municipal utilities. Electricity, natural gas, trash collection, and telephone and internet services are available from corporate providers.

Abilene's utilities operations are and should remain self-supported, and funded by user fees. City staff administers billing services for municipal utilities.

POLICIES

Standards and procedures for installation and maintenance of utilities should be regularly reviewed, and updated as necessary, to reflect both changes in technology, and changes in public expectations for environmental responsiveness.

Policies on the placement of structures, fences and vegetation in **utility and drainage easements** should be periodically reviewed, and amended as necessary. Such policies should always be rigorously enforced.

Overhead Lines There is growing public awareness of the visual impact and sometimes noise made by utility equipment, and an increasing public expectation that electric, telephone and TV cable lines should be installed underground. Though underground utilities are more costly to install, they are far less prone to service outages during inclement weather, and can reduce long-term maintenance costs.

The City requires new development in Abilene to have electrical, telephone and cable TV utility lines buried underground. There are no plans to bury any existing overhead lines, nor is there any City incentive program to encourage property owners to have their supply lines buried.

Mapping Good maps of municipal utility systems are an essential tool for efficient coordination of maintenance activities, and an indispensable asset in long-term planning. Abilene's water and sewer lines are mapped by GIS. The water lines map was last updated in January of 2023, and the map of the sewage disposal system (which does not show gravity flow limits) was last updated in 2021.

The map of City's stormwater drainage system is hand-drawn, and was last updated in February of 2023. It should be incorporated into the GIS mapping system as soon as possible.

Agreement to Not Protest Annexation Cities often have a policy which requires that any landowner who wants to have property outside the city limits served by municipal utilities must first agree in writing that they will not protest if the City later chooses to annex the property. This is generally described as a *No Protest Agreement*.

The City of Abilene currently does not require such agreements. If requested, the City will typically provide municipal water and sewer services to properties outside the city limits, even though the landowners do not pay City taxes.

WATER SUPPLY & DISTRIBUTION

The City of Abilene supplies, treats and distributes water as a municipal service. The City system currently serves approximately 3,200 water customers, including those in Dickinson County Rural Water District #2.

Water is pumped from City-owned wells, to the Water Treatment Plant, and then pumped into water storage tanks, some of which are elevated water towers. The height of the towers provides the water pressure to distribute water via gravity flow through mains and supply lines throughout the City.

The City of Abilene has 11 **water wells**, located west and southwest of town. Four wells are in the river alluvium field, and seven are in the Sand Springs field.

The Abilene **Water Treatment Plant** is located at 2200 NW 8th Street. The 12,612 square foot reverse osmosis/pressure filter system facility was built in 1998. At maximum capacity the plant can treat 4.2 million gallons of water a day (MGD), though the daily average production over the course of a year is about 1.3 to 1.7 MGD.

The Water Treatment Plant is staffed by three operators, who also manage and maintain the groundwater wells, and perform all daily testing procedures to assure a safe water supply.

Treated water is stored in **two elevated storage tanks (water towers)** with a total capacity of 750,000 gallons, and in **two ground storage tanks** with a total capacity of 1,000,000 gallons.

A City-owned and maintained network of 450,000 linear feet of **distribution pipes** carries water, with the help of a booster station, from the water towers to individual homes and businesses throughout Abilene. Some of the community's water distribution pipes are fairly new, but others are many decades old. As pipes age, they may experience cracking and intrusion by tree roots. Dedicate an annual budget for ongoing maintenance of the water distribution system, and plan to replace a portion of the oldest pipes in the system each year—especially lead and copper service lines, and undersized main lines.

The water distribution system also supports all of the City's approximately 425 **fire hydrants**, which are flushed and tested annually, and maintained by the Public Works Department.

In the **Abilene Planning Area**, most rural residents north of I-70 are served by Dickinson County Rural Water District 1, and some south of town along the River may be served by Dickinson County Rural Water District 2. Alternatively, rural residents may maintain private water wells, which are regulated by the Dickinson County Environmental Services Department, and must also meet KDHE requirements.

Improvements planned for the Water Treatment plant include replacing the roof, and renovating the access drive. An elevated water tower needs both interior and exterior rehabilitation, and various mains, valves and hydrants need to be replaced. All 4-inch water mains need to be upgraded to 6-inch mains. The concrete driveway at the Water Treatment Plant Office also needs repair. An additional generator is needed, and will be installed shortly.

Water Rights Water production is constrained not only by the quantity of water produced by the City's wells, but also by legal requirements. Abilene owns water rights for about 700 million gallons per year (MGY), but because of complexities in state water law, can use only about 300 MGY of its water rights.

During recent hot dry summers, the City has heavily utilized its wells in order to meet demand. As a result, well depths are at their lowest recorded levels since 1974, and City officials have had to ask water customers to employ voluntary water conservation measures. The 2018 Hydrogeologic Evaluation and Groundwater Flow Model Report addresses concerns over growth potential, and outlines steps the City might take to acquire additional water rights.

WASTEWATER COLLECTION & TREATMENT

The City of Abilene provides wastewater collection and treatment as a municipal service.

A gravity flow sewer system conveys wastewater by gravity, through pipes installed with sufficient slope to keep the suspended solids moving through the system. Where local topography limits the option of gravity flow, **lift stations** must be employed to pump the sewage from the low point in the system up to another gravity line. Lift stations are expensive to construct and maintain, so when possible, development within the system's existing gravity flow limits is preferable to development which requires a new lift station.

The Abilene system has two lift stations, one at the intersection of NW 8th and Rogers, and one at Red Bud Lake which is owned by the Red Bud Lake Association but connected to the municipal sewage system.

As sewer lines wear out, cracks allow tree roots to grow into the pipes, causing blockages. Waste may leak out and contaminate groundwater. Stormwater infiltration into the system also occurs, which increases the volume of influent the Wastewater Treatment facility must treat, and therefore its operational costs.

Abilene's network of **sewage collection** pipes vary in age. During the 20-year span of this *Plan*, it is likely that the City will need to fund and develop an ongoing program to begin replacement of the oldest parts of the system, as segments reach the point where it is more cost-effective to replace them than to maintain them. Some sewer mains will need to be upsized.

Once, replacing a sewer line involved digging a trench along the entire length of the existing pipe, then replacing the deficient pipe piece by piece, or building a new sewer pipe parallel to the old one in order to maintain service. Modern **trenchless sewer rehabilitation** techniques use the existing pipe as a host for a new pipe or liner, and can correct deficiencies with much less disturbance and environmental disruption.



*Abilene's
Wastewater
Treatment plant –
aerial*

Abilene's **Wastewater Treatment Plant** is a Sequencing Batch Reactor plant located on a 9.5 acre site at 1014 2100 Avenue. The plant has a maximum design capacity of 1.5 million gallons a day, but typically treats 400,000 to 600,000 gallons a day. There are two to three full-time operators who monitor the operation of the plant on a daily basis. The facility has had no major modifications since its construction in April of 2008.

The Wastewater Treatment Plant's original Maintenance Shop (39x47 feet), was built in 1961, and an ultraviolet treatment building (39x47 feet) was added in 1997. The Wastewater Treatment Basins (127x179 feet), the Sludge Shed (50x93 feet), and the Generator Shed (13x30 feet), were all built in 2007.

The **Wastewater Treatment Plant Office** is located at 1014 2100 Avenue. The 8,644 square foot building was constructed in 2007, and has an office, a break room/kitchen, a locker room and a bathroom.

Currently, effluent from the Wastewater Treatment Plant discharges to the Smoky Hill River. Sewage must be treated to the point that effluent meets or exceeds strict permit requirements prescribed by the Kansas Department of Health and Environment and the federal Environmental Protection Agency. Abilene's wastewater treatment system is regularly monitored for compliance.

The term "population equivalent" refers to the amount of wastewater treatment capacity needed to handle the waste typically produced by one person. This does not equate directly to a community's actual population, but includes load created by bussed-in students and workers who commute into the city, as well as wastewater generated by local industry.

Abilene's Wastewater Treatment Plant is designed to support a population equivalent of 10,000. The plant is able to handle load created by visitors and bussed in students, in addition to the city's own population, and has enough capacity to support likely population growth during the 20-year length of the Planning Period.

Rural Sewage Disposal Many properties in the Planning Area are beyond the reach of the municipal sanitary sewer system, and must deal with sewage disposal on their own sites, utilizing septic tanks, leach fields, or sewage lagoons. Private residential sewage disposal systems in the Planning Area outside the City are regulated by the Dickinson County Sanitation Department.

Even though it is a code violation for very good reasons, some people connect their personal downspouts or basement sump pumps to a sanitary sewer line. Consider establishing a public education program to make sure people understand that they should not do so, and why.

SOLID WASTE DISPOSAL

Solid waste disposal services within the City of Abilene are available from three waste disposal companies which are licensed by the City to operate in Abilene: Superior Sanitation, Waste Management, and Salina Waste Systems. Trash disposal services in the Planning Area are also available from private companies.

Trash collected in Abilene is taken to the Dickinson County Transfer Station, located on Jeep Road about a quarter mile south of the I-70 interchange, where it is consolidated and eventually transferred to Perry, Kansas to be landfilled in Hamm Quarry.

Hazardous waste disposal is available at the Dickinson County Transfer Station.

The City of Abilene owns and operates a multi-stream, free **recycling center** and a **composting** operation at 1210 NW 8th Street. Opened in 1994, the recycling facility was staffed by Public Works personnel for the first 15 years. Then the City partnered with OCCK, who now provide staff, while the City continues to own and maintain the building and machinery.

The recycling center is funded by a flat charge from all water customers, and by sales of baled and processed recycled materials. The center is used by 25 to 30 recyclers per day, and processes about 350 tons of recycled material annually.

The 10,044 square foot Recycling Center building has one office/break room and a bathroom. The building was insulated with spray foam in October 2023, and provided with heating.

The City of Abilene's Zoning Code has a **no-burning ordinance** (Chapter IV, Article 7, 4.708c), which prohibits burning solid waste except in an approved incinerator with a variance and a written permit from the City.

ELECTRICITY & NATURAL GAS

Currently, in the City and in the Planning Area, **electrical power** is provided and the distribution system is maintained by the public utility company Evergy.

In the City and in the Planning Area, **natural gas** is provided and the distribution system is maintained by the public utility company Kansas Gas Service. Gas lines are currently in good condition.

All public utility companies are regulated by the Kansas Corporation Commission.

COMMUNICATIONS SERVICES

A variety of publicly regulated private companies provide communications services in Abilene, including both hardwired and wireless phone service, cable TV service, and internet service options of up to 1000 megabits per second. Such companies normally maintain continuing short and long-range facility planning programs.

UTILITIES GOALS

Policies

- Pursue opportunities to transition City facilities to use of **sustainable energy**.
- Regularly review and update standards and procedures for installation and maintenance of utilities, to reflect changes in technology and in environmental expectations.
- Regularly review and rigorously enforce policies on the placement of structures, fences and vegetation in **utility and drainage easements**.
- Establish a policy requiring landowners of properties outside the city limits to sign a **No Protest Agreement** in order to connect to Abilene's municipal utilities.
- Develop a long-term plan to put existing **overhead utility lines** in Abilene underground, including an incentive program to encourage property owners to have their supply lines buried.

Mapping

- Transfer the hand-drawn map of Abilene's stormwater drainage system to GIS.
- Add gravity flow limits to the GIS map of Abilene's sewage disposal system.

Water

- Establish a budget line item to **replace a percentage of outworn water distribution lines each year**, especially lead and copper service lines, and undersized main lines.
- Add a **generator** at the Water Treatment Plant.
- Replace the **roof** of the Water Treatment Plant building.
- Repair the concrete **access drive** at the Water Treatment Plant.
- Rehabilitate the elevated **water tower**, inside and out.
- Replace all 4-inch water mains with 6-inch mains.
- Replace mains, valves and hydrants as needed.

Wastewater

- Fund and develop an ongoing program to begin replacement or relining of the oldest parts of the sewage collection system.
- Establish a public education program to make sure people understand that they should not connect downspouts or basement sump pumps to a sanitary sewer line.
- Establish a long-term **Wastewater Treatment Plant Maintenance Plan**, to schedule and plan for major WWTTP equipment repairs and replacements that will be needed during the course of the Planning Period.

Stormwater Management

When precipitation occurs too rapidly to be absorbed by plants and soil, water runs off the surface of the land and flows down to streams, rivers, or lakes. While this is a natural process, development creates large expanses of impervious surfaces (roofs, streets, parking lots, and so on) which may generate far more runoff than natural systems can handle.

Excess runoff can cause localized flooding. It can collect trash and other pollutants and transport them into natural waterways. It can erode river banks and scour stream beds, depositing so much sediment in ponds and lakes that they have to be dredged.

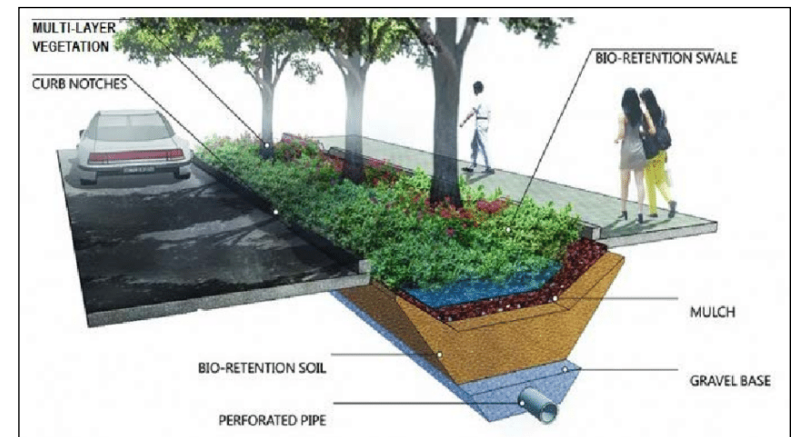
Stormwater management systems prevent excess runoff from accumulating in low areas to the point where it causes localized flooding, and potential water damage to homes, roads, and other structures. Areas prone to such flooding are constrained in their development potential, create traffic safety problems, and may contribute to blighted conditions.

In urban areas, runoff is typically guided by streetside curbs and gutters into underground storm sewers, while in rural areas runoff is usually transported by open roadside drainage ditches.

Changing Strategies Traditional stormwater management strategies simply moved the problem downstream, diverting stormwater away from developed areas, and channeling it as quickly as possible into a natural drainage system such as a stream or river.

Stormwater management strategies have evolved to recognize the advantages of reducing runoff in the first place by reducing impervious surfaces, and increasing opportunities for precipitation to be absorbed as close to the point where it falls as possible.

Utilizing **green infrastructure** techniques—from residential raingardens to urban bioswales to permeable parking lots—can often help **manage stormwater more effectively and less expensively than traditional methods.**



More information on green infrastructure is available from the [Environmental Protection Agency](https://www.epa.gov/green-infrastructure).

Stormwater Management in Abilene

Much of Abilene lies within floodplains of one category or another. Even though the city has a robust storm sewer system, there are places where localized flooding occurs during heavy rainfalls, especially in the downtown area. A drainage study done in Abilene in 2010 identified 25 different areas of concern.

Southeast Drainage One of the major drainage problems is in the southeast part of the city, where about 600 acres are drained by way of a single undersized, 7,800-foot-long, 80-year-old concrete pipe which drains runoff water to the River. This pipe often becomes overloaded during rainfalls, and when it backs up, numerous street intersections have significant standing water for up to 45 minutes.

The Abilene Southeast Drainage Preliminary Study done in 2020 examined alternatives and preliminary costs for five different scenarios for solving the problem, all of which involved removing the existing undersized drainage pipe and replacing it with either a larger pipe or an open channel. Estimated project costs ranged from \$18.4 million to \$29.3 million. A followup Study is pending.

Buckeye Avenue Drainage Construction to improve Buckeye Avenue's storm drainage infrastructure, between SW 6th Street and the Union Pacific tracks, began in late 2023. The project was funded through the Kansas Department of Transportation's City Connection Link Improvement Program (CCLIP)

There is strong community support in Abilene for maintaining a good stormwater management system. On the **Community Questionnaire**, residents were asked whether or not they support the fee paid by property owners to the City, in order to pay for improvements to stormwater drainage in Abilene; 63% said they did, 23% said they did not know, and **only 14% said they did not support the fee.**

The City of Abilene has not yet implemented zero runoff requirements in its Subdivision Regulations, or used green infrastructure concepts for stormwater management.

STORMWATER MANAGEMENT GOALS

- Approve a City ordinance to **require a drainage study in order to get a building permit**, for any construction project other than a single-family residence.
- Consider implementing a **zero runoff policy** in Abilene's Subdivision Regulations, requiring new developments to avoid adding runoff to any neighboring properties.
- Consider developing an **incentive program** that leverages the stormwater drainage fund to provide matching dollars to projects that improve stormwater management in a larger area.
- Whenever substantial construction work is done on an Abilene street, consider incorporating **green infrastructure** stormwater management strategies into the street design, particularly downtown.
- Analyze the cost-effectiveness of a green infrastructure solution to the **problem drainage area in the southeast** part of the city, as opposed to the cost of replacing the entire existing undersized concrete drainage pipe.

CHAPTER 5. Facilities & Services

A community's quality of life depends very much on the caliber of its public services and facilities. Today, public expectations for municipal services extend beyond basic fire and police protection, and include a high demand for community facilities related to education, health, and leisure time activities.

Abilene's existing public facilities are generally in good condition. Most essential public services in the community are supported by public funds, and maintained under public control.

It is vitally important to provide adequate staff and budgetary support for *maintenance* of public facilities. **A good maintenance plan is the most cost-effective investment a City can make in preserving the quality of its community facilities.**

When planning for any future community facilities, it is important to determine their optimum location, to maximize efficiency and economy in serving the public. **Identify and acquire suitable sites for community facilities in advance of need.** Otherwise, ideal sites may be preempted for other purposes. The need for land acquisitions for public facilities should be a consideration in the review of subdivision plats and rezoning applications.

City Facilities & Services

This section describes some of the public facilities which are owned and directly operated by the City of Abilene. It does not include facilities which have already been described in the previous chapter on Transportation & Utilities, or park facilities, which are described in detail in the *Abilene Park System Master Plan 2024-2045*.

Detailed information on City-owned vehicles and other costly equipment are not included in this chapter, because they are tracked in the ***Abilene Asset Inventory List***, which is maintained by City staff. The *List* keeps track of the date of purchase for every item, its expected life span, mileage, and history of routine maintenance and repair costs. Regularly updated ratings for each item, on a scale of 1 to 5, estimate its criticality and its current condition. The *List* includes an estimated replacement cost for each item, and an estimate of the year it will need to be replaced.

An overview of the following City facilities is provided in this section:

- City Hall / City Auditorium / Police Department / Fire Department / Library
- Public Works buildings
- Civic Center
- Senior Center

Municipal facilities are evaluated on their ability to continue to serve through the Planning Period to 2045.

Abilene's City Hall, Police Department, Fire Department, Library and City Auditorium are all in different portions of one interconnected building, which takes up an entire city block.



City Hall

Abilene City Hall is located at 419 North Broadway, on the southeast corner of 5th and Broadway. It and the City Auditorium were constructed as one three story brick building in 1922, on a 1.14 acre lot. Originally, the building was separate from the Carnegie Library, which was on the south end of the same lot.



Abilene City Hall—west facade

City Hall currently has 11 offices, 2 break rooms, 5 bathrooms, and a conference room. On street parking, including ADA spaces, are available on adjacent streets.

Planned improvements for City Hall include a renovation of the first floor to combine the old Police Department officer room and investigations room into a single conference room, and to turn the old conference room into office space for City Hall administrative staff. Also, the sewer system is currently inside the building, and needs to be relocated to the outside.

City Hall has been well maintained and is in reasonably good condition. The building's historic nature is appreciated, but as staff continues to expand over the course of the Planning Period, additional space may be needed.

City Auditorium



Abilene City Auditorium— east and north facades

The Auditorium and City Hall building was constructed in 1922, in late Classical Revival style. The building is not listed on the National Historic Register, but it is listed on the Kansas State Register, and is considered a contributing property to the 2009 listing of the Abilene Downtown Historic District on the National Register of Historic Places.

The City Auditorium/Gymnasium has been closed to the public since May of 2005, shortly before the Abilene Community Center opened. Its only current use is for storage, and as a place to put gym equipment used by Police and Fire Department staff.

The building appears to be structurally sound, but it has numerous problems, including insufficient restrooms, a gym floor that needs to be replaced, an elevator that is too small, lack of ADA access, and large quantities of asbestos that need to be removed before it can be renovated for any future public use.

Though it is clear that the Auditorium will require extensive and expensive renovation, the space has great potential—which is currently being wasted. The first step in restoring this community asset to a useful life is to develop a plan for its future. The Downtown Historic District listing may make it eligible to apply for a grant to help fund historic repurposing.

Police Department

The Abilene Police Department is now headquartered at 419 North Broadway, on the second floor above City Hall. Prior to a 2022 renovation, their offices had been located on what was once the Auditorium stage.

The Police Department currently has a Chief's office, an Assistant Chief's office, a Sergeant's office, an Investigator's office, an interview room, an Officer Work Area, an Administrative Work Area, a break room/training room with a kitchenette, a restroom (on the 2nd floor), and a storage space for equipment and evidence that is in the basement. On street parking, including ADA spaces, is available on adjacent streets.

There is also a **Police Shop** located at 300 S. Cherry Street, at the old city landfill. Built in 2018, the Shop is 30x26 feet, and has no heat or air conditioning.

The City does not have its own detention facility, so prisoners are held in the Dickinson County Jail.

Staff The Abilene Police Department currently has 14 full time officers and one part time officer. Police protection services are provided 24 hours a day, seven days a week. One additional officer was added in the City's 2024 budget cycle.

Vehicles As of February 2023, the City's Police Department had ten Ford Explorer SUVs with model years ranging from 2014 to 2022, a 2022 Ram 1500 pickup truck, and a 2015 Ford F-250 pickup truck. Vehicles are typically replaced yearly on a rotating basis.

Fire Department

The Abilene Fire Station is located at 419 N. Broadway, in a 1977 brick addition that connected the original government building to the Carnegie Library, providing new facilities for the Police and Fire Departments, as well as more space for the Library.

The Fire Station has two pull-through bays for its vehicles, as well as 4 offices, a meeting room, a kitchen, five bedrooms, a shower, 3 bathrooms, a gear room, and 2 storage rooms.



Abilene Fire Department—west facade

The **Abilene Fire Department** provides 24/7 fire protection coverage inside the city of Abilene and also responds to structure fires in Grant Township—a 36-square mile area. They also respond to traffic accidents throughout Dickinson County. They respond to calls for medical aid in the City of Abilene to assist Dickinson County EMS, and will also respond outside of the city when requested by EMS or another Fire Department.

In 2022, the Department responded to 1,263 incidents, including fires, emergency medical calls, traffic accidents, rescues and other calls for service.

The Abilene Fire Department utilizes the **Kansas NG911** (Next Generation) system for emergency calls, which has automatic software updates every six months.

ISO RATINGS

Fire department services nationwide are rated by the **National Insurance Services Office (ISO)**. Ratings, which cover a wide variety of factors, are made on a scale of 1 to 10, with one being the highest rating. A City's ISO rating may impact fire insurance rates for local residents.

The latest ISO inspection for the Abilene Fire Department, in 2021, rated fire protection services in the City at 3. The ISO inspection report called for more personnel, and improvements to the water system. Since then, personnel have been added, and Public Works is looping water mains to improve water flow and pressure.

Vehicles Engines, ladder trucks and Rescue vehicles are generally replaced after 20 years of service. Squad/brush trucks are replaced after 15 years service. In 2023, the City signed a lease purchase agreement and ordered a replacement for Engine 31.

Abilene Fire Department Apparatus (as of March 2023)			
Year	Description	Tank Capacity (in gallons)	Pump Capacity (in GPM)
2019	Engine 34	750	1500
2003	Engine 31	750	1250
2013	Quint / Ladder	300	1250
2009	Squad/Brush	300	75
2006	Rescue	225	—
2022	Command Pickup	—	—
2012	Support SUV	—	—

Staff The Department has 10 full-time staff, including the Chief and an Assistant Chief, as well as 11 volunteer firefighters. Additional full-time staff will be needed over the course of the Planning Period, so additional office space will be necessary.

The existing Fire Station is not big enough to accommodate modern firefighting vehicles. The Shop area is too small, and its concrete floor is settling and becoming very uneven.

Sometime during the Planning Period, a **new larger Fire Station** will need to be constructed. Relocating the Fire Department to a different location will free up needed space for expanding City Hall and the Police Department.

Library

Located at 209 NW 4th Street, the Abilene Public Library was originally funded by a Carnegie grant, and constructed in 1908. Major additions in 1934 were built with funding from the Public Works Administration. A 1977 addition connected the Library to the government building, providing more space for the Library as well as new facilities for the Police and Fire Departments. Then in 2010, a renovation was completed to make the Library handicapped accessible and to add yet more needed space.

The Abilene Public Library has two library halls, a Teen and Technology Center, a bookstall room for the Friends of the Library, five offices, the Jordan Meeting room, the Commission Meeting room, the Mallot Room, three break rooms, a kitchen, six bathrooms, and two storage closets.

The Library's heating, ventilating and air conditioning (HVAC) system equipment will need to be replaced at some point during the Planning Period.

The Library has 8,612 registered borrowers, and is open 50 hours per week, Monday through Saturday. The Library's current collection includes 53,004 books, 15 periodical titles, 1,511 audio books, and 4,336 DVDs.



Abilene Public Library— south facade

The Abilene Public Library service area includes all of Dickinson County. In addition to lending its own books and DVDs, the Library provides interlibrary loans, access to computers and Wifi hotspots, story times, printing, faxing, notary service, gaming, proctoring, tech help, speakers, a puzzle exchange, and reading programs for all ages.

The Abilene Public Library is managed by a Board of Trustees, and financed by City of Abilene property taxes.

NORTH CENTRAL KANSAS LIBRARY SYSTEM

The Abilene Public Library is a member of the **North Central Kansas Library System (NCKLS)**, which is a regional system of cooperating libraries from twelve counties, based in Manhattan. An elected Executive Committee establishes policy and provides financial oversight of the NCKLS.

Membership in the NCKLS is voluntary, and each member library retains its local self-government and independence. Among other services, NCKLS provides a bookmobile service, workshops, and technology and grantsmanship training for Library staff. More information is available on the [NCKLS](#) website.

Public Works Buildings

The Abilene Public Works Department maintains the City's water, sanitary sewer, and stormwater management systems, City streets, and parks and other City-owned property.

The main Public Works Office/Maintenance Building is located at 601 NW 2nd Street. The 9,900 square foot, single story metal building was constructed in 1980. It has seven offices, a kitchen/breakroom, a locker room with shower, and three bathrooms.



Public Works compound – aerial

The main Public Works building is in the center of a compound with a number of other buildings and storage sheds, and two main yards. The buildings and yards provide office space for Public Works staff, as well as storage space for vehicles, equipment, tools and supplies.

Public Works vehicles continue to get larger over time, and existing garage buildings are undersized to meet current needs.

The Public Works building, the Chemical Shop & Sign Shop, and the Map Room have heating and air conditioning; other structures in the compound do not.

- The Chemical Shop & Sign Shop is a 1,984 square foot building constructed in 1963. It has two offices and a bathroom.
- The Map Room building is a 1,584 square foot building originally constructed in 1900. It has two offices and two bathrooms.
- The Truck Shop/Weld Shop is a 4,984 square foot building constructed in 1975.
- The City Dump Salt Shed is a 1,800 square foot building constructed in 1970.
- The City Dump Pole Shed is a 1,920 square foot building constructed in 2016.
- A 775 square foot Pole Shed was constructed in 2010.
- A 780 square foot Pole Shed was constructed in 1985.
- A 1,000 square foot Storage Building was constructed in 1970.

The Public Works Department also utilizes the old city landfill site at 300 S. Cherry Street, to store vehicles, as well as bulk materials and supplies for future use.

While some of the buildings are structurally sound, others are reaching the end of their useful life spans. For some of the storage buildings in particular, it would be more cost-effective to simply replace them, than to attempt to expand them to meet the Department's growing storage needs.

Civic Center

The Abilene Convention & Visitors Bureau (CVB) is a department of the City of Abilene, serving as the official marketing arm of the City, and generating economic growth through tourism. CVB staff provides services to tourists and groups visiting in Abilene, and are also responsible for the management of the Civic Center.



Abilene Convention & Visitors Center

The former Union Pacific Depot, located at 201 NW 2nd Street, is now the Civic Center. Originally constructed in 1928, the 6,000-square-foot Depot has been restored for reuse. The building is listed on the National Register of Historic Places.

The Civic Center is home to the state-designated Abilene Visitor Information Center, administrative offices for the Abilene CVB, administrative offices for the Community Foundation of Dickinson County, and a meeting room. The building also has a kitchen and four sets of restrooms. There are large paved parking lots on either side of the building.

Senior Center

The Abilene Senior Center is located at 100 North Elm Street, on the east bank of Mud Creek. Built in 1988, it is a 6,000 square foot single-story building with an office, a large activities room, a dining room, a lounge area, a kitchen, two restrooms, and a storage area. The 0.7 acre lot has a large paved parking lot with 29 regular spaces and 9 ADA spaces.



Abilene Senior Center

Senior center programs include lunch service, exercise, cards, bingo, pool, corn hole, dominoes, puzzles, and health programs. The Senior Center coordinates with the nonprofit North Central Flint Hills Area Agency on Aging to provide the senior meals program and meals delivery.

The Senior Center can be rented by members of the public.

FACILITIES GOALS

City Hall / City Auditorium / Police Department / Fire Department / Library

- Replace building's HVAC system.
- Repoint building's exterior bricks.
- Replace roof.
- Redesign and replace drainage system, including gutters and downspouts.
- **City Hall:** Complete the planned first floor renovation.
- **City Hall:** Relocate the sewer system from inside the building to the outside.
- **City Auditorium:** Develop a plan for the Auditorium's future use and renovation. Consider pursuing a grant for repurposing historic buildings.
- **New Fire Station:** Develop a plan for a new larger Fire Station, and determine an appropriate site. Purchase land, if necessary. Arrange funding, and construct a new Fire Station.
- Renovate the vacated Fire Department space to accommodate expansion of City Hall and the Police Department.
- **Library:** Repair and refinish flooring.
- **Library:** Renovate elevator.
- **Library:** HVAC system equipment will reach the end of its life cycle and need to be replaced at some point during the Planning Period.

Public Works

- Expand the existing Truck Shop/Weld shop, which is too small.

Civic Center

- Rebuild those **window and door frames** that are damaged from wood rot.
- **Repoint** and reseal the building's exterior bricks.
- **Restore paver bricks** around the buildings and in the parking lots and sidewalks to a safe and level surface.

Senior Center

- Build an **addition to expand the kitchen** and provide additional storage. Replace the existing coolers with a commercial **refrigerator**, and replace the existing deep freezers with a **walk-in freezer**.
- Replace and upgrade the building's **windows**.
- Consider organizing a **home maintenance help program**.
- Consider acquiring a **van** to safely transport seniors for off-campus social & educational activities. A **garage** would provide secure storage for the van.

Community Partners

This section provides an overview of some of the community facilities which provide important public services, but which are not directly owned and operated by the City of Abilene.

With the exception of St. Andrew's Elementary School, these facilities are operated by governmental entities other than the City of Abilene, but are still supported by local property taxes.

- **Emergency Medical Services** are provided by Dickinson County.
- Abilene's **schools** are a vitally important part of the community's public services. Public schools are owned and operated by the Abilene Unified School District, **USD 435**. **St. Andrew's Elementary School** is a private Catholic school.
- **Abilene Recreation Commission**

There are two other parochial schools in Abilene besides St. Andrew's, but neither of them has a dedicated school building, and so they are not discussed in detail in this section.

- **Foundation Christian Academy** is a private Christian school for kindergarten through 3rd grade students. Classes are held in Trinity Lutheran Church at 320 North Cedar Street. It is non-denominational, managed by a Board composed of representatives from various churches in Abilene.
- **Abilene Baptist Academy** is a private Christian school for 1st through 3rd grade students. Classes are held in Abilene Bible Baptist Church at 409 North Van Buren Street.

Emergency Medical Services

Dickinson County Emergency Medical Service (EMS) provides emergency Advanced Life Support ambulance service to residents of Abilene and the rest of Dickinson County. EMS is operated by the County, and funded by County property taxes.

There are two stations, one in Herington and one in Abilene. They respond to approximately 1,700 calls per year, serving about 20,000 people in an 852-square-mile coverage area.

The Abilene EMS station is located at 1001 North Brady Street. Built in 2009, it is a 5,900 square foot, two-story, three-bay building on a one acre lot. It has four offices, a meeting room, a training room, a kitchen, two showers, and two storage rooms. There is ample paved parking for staff.



Dickinson County EMS

Abilene EMS is staffed with 12 Paramedics, 3 Advanced Emergency Medical Technicians, and 5 Emergency Medical Technicians. In 2022, the Abilene Station had 986 runs in Abilene, and 1,427 runs outside the city. As the County's population continues to grow over the course of the Planning Period, EMS may need to add staff.

Abilene Unified School District 435

Schools are not City-owned facilities, but their quality is a critical factor in securing any community's future. Five public schools, all located in Abilene, support District students:

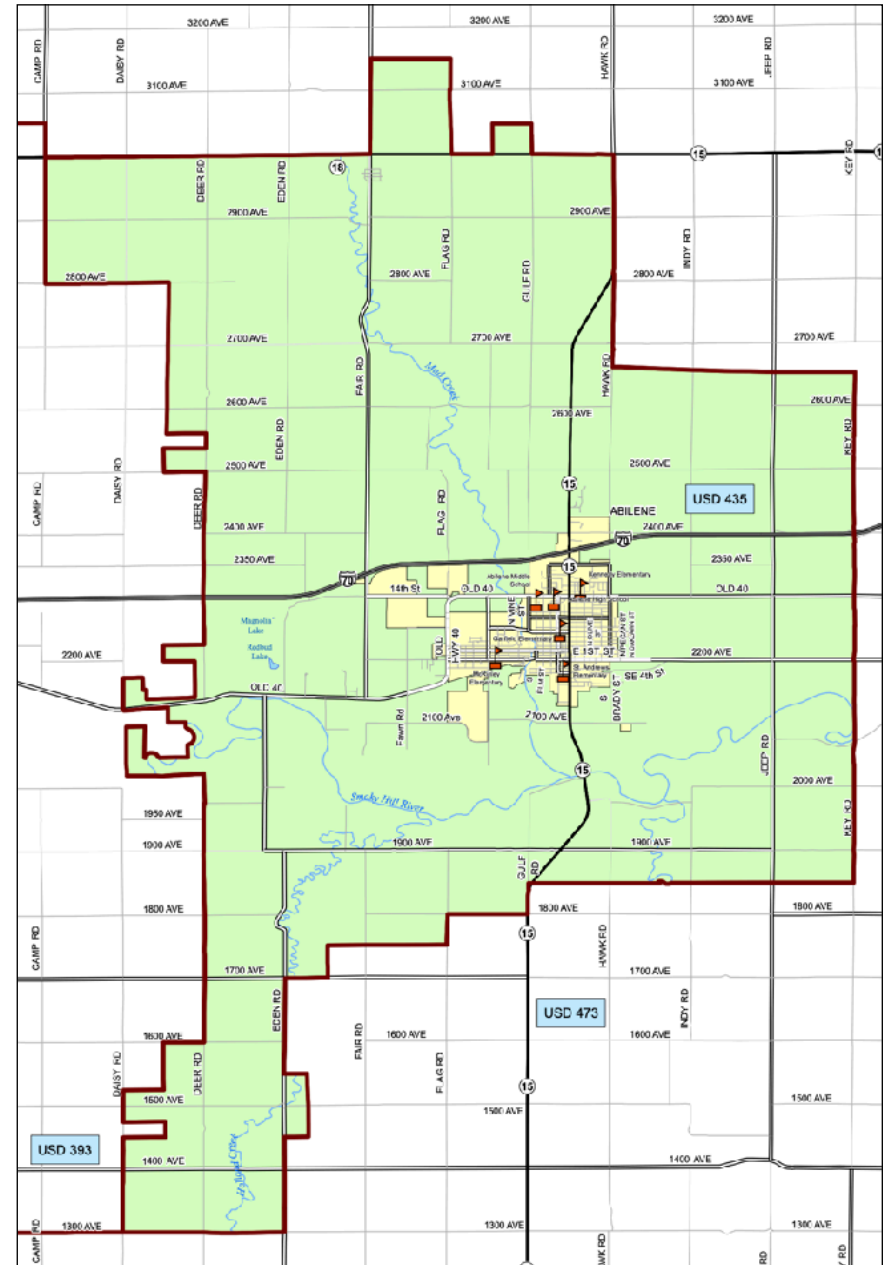
- **Kennedy Elementary School**, located at 1501 North Kuney Street, serves preschool through 1st Grade
- **McKinley Intermediate School**, located at 112 North Rogers Street, serves 2nd and 3rd Grade
- **Eisenhower Elementary School**, located at 1101 North Vine Street, serves 4th and 5th Grade
- **Abilene Middle School**, located at 500 NW 14th Street, serves 6th through 8th Grade
- **Abilene High School**, located at 1300 North Cedar Street, serves 9th through 12th Grade

The School District's administrative headquarters is located at 213 North Broadway in Abilene. USD 435 is financed with a mill levy on property owners within the school district boundaries.

According to the [Kansas Institute for Policy & Social Research](#), as of the 2022-2023 school year, USD 435 had an enrollment of 1,387 full-time-equivalent pupils. Additional information on the [Abilene School District](#) is available on their website.

*Kansas Department of Transportation map of
Abilene USD 435 School District,
as of June 2, 2015.*

(USD maps are available on the [KDOT School District Maps](#) website.)



Abilene Comprehensive Plan 2024-2045



Kennedy Elementary School



McKinley Elementary School



Eisenhower Elementary School



Abilene Middle School



Abilene High School



USD 435 Administrative Headquarters

ST. ANDREW'S ELEMENTARY SCHOOL

St. Andrew's Elementary School in Abilene is a Catholic school located at 301 South Buckeye. The 270 x 60 foot, single story building was constructed in 1959 on a 380 x 440 foot lot. The building has eight classrooms, a gym, and a playground. The lot has ample parking and a drop off zone.



St. Andrew's Elementary School in Abilene

St. Andrew's Elementary School has a design capacity of 150 students, and as of 2023 had 120 full-time-equivalent students, in preschool through 5th grade. A slight majority (59%) of its students live in Abilene.

Recent enrollment trends have varied from steady to increasing. Groundbreaking on a renovation and addition to the south end of the building took place in May of 2023.

The sidewalks in the vicinity of the school are not adequate, especially on the north side of the building. Students and staff have to walk in the streets when they take walking field trips.

Abilene Recreation Commission

Kansas state statutes ([K.S.A.12-1922 et. seq.](#)) allow communities to choose to support recreational programs through a mill levy based on School District boundaries, rather than municipal boundaries, by establishing a Recreation Commission.

This system makes particular sense for small cities with large school systems, where many recreational activities take place at school facilities. A Recreation Commission allows the population of an entire School District to support recreational facilities and programs—which, after all, benefit the citizens of the entire School District.

Mill levies for Recreation Commission activities are subject to voter approval by residents of the School District. The tax dedicated to the Recreation Commission is typically collected by the County Clerk, distributed to the School District, and then passed on to the Recreation Commission. State statutes require that funds dedicated to Recreation Commissions may not in any way reduce the dollars provided to the School District for educational purposes.

Recreation Commissions can and often do generate additional funding through user fees, rentals, investments, gifts, or grants.

The [Abilene Recreation Commission](#) was established in September 1972. The Board governing the Abilene Recreation Commission has two members appointed by the City of Abilene, two members appointed by the School District, and one appointed as a member at large by the four appointees.

Public Perceptions of Community Facilities

The adjacent table shows results from the Community Questionnaire, when people were asked how they would rate the listed community facilities, programs, and services in the Abilene area. The results are arranged in order of the percentage of responses that were marked "Very Good", followed by the percentage marked "Adequate".

The highest scores went to Fire, Police and Ambulance services, the Library and the Schools. The Community Center was also highly appreciated.

Five different options addressed housing issues, from various perspective. Shown in maroon text, all five are clustered near the bottom of the ratings.

How would you rate the following community facilities, programs, and services in the Abilene area?								
Facility / Service	Very Good		Adequate		Inadequate		Don't know	
Fire Protection	68	61%	35	32%	1	1%	7	6%
Library	66	61%	37	34%	0	0%	6	6%
Police Protection	63	57%	39	35%	4	4%	5	5%
Ambulance Service	60	54%	38	34%	1	1%	12	11%
Abilene Schools Facilities	59	54%	37	34%	0	0%	14	13%
Community Center	47	43%	46	42%	4	4%	13	12%
Municipal Pool	41	37%	48	44%	6	5%	15	14%
Water Supply System	37	34%	53	49%	1	1%	18	17%
Recreation Programs	37	34%	50	45%	8	7%	15	14%
Sewage Disposal System	35	32%	48	44%	1	1%	25	23%
Health Services	34	31%	50	46%	21	19%	4	4%
Park & Recreation Areas	33	30%	64	58%	9	8%	4	4%
Electrical Service	32	29%	54	50%	1	1%	22	20%
Trash Disposal	25	23%	64	58%	8	7%	13	12%
Traffic Signs & Signals	22	20%	82	75%	5	5%	0	0%
Street Maintenance & Cleaning	18	17%	64	59%	26	24%	1	1%
Job Opportunities	17	15%	53	48%	25	23%	16	14%
City Hall	16	15%	61	56%	11	10%	21	19%
Stormwater Drainage System	16	15%	41	38%	32	29%	20	18%
Street Lighting	13	12%	78	72%	18	17%	0	0%
Economic Development & Promotion	9	8%	53	48%	19	17%	30	27%
Housing for Elderly & Handicapped	9	8%	29	26%	34	31%	39	35%
Industrial Development Sites	7	6%	41	37%	22	20%	41	37%
Housing Availability	7	6%	32	29%	50	46%	20	18%
Street Paving	6	5%	56	50%	47	42%	2	2%
Sidewalks	6	5%	56	50%	48	43%	1	1%
Sufficient Variety of Housing Types	4	4%	34	31%	51	46%	21	19%
Housing Quality	3	3%	56	51%	37	34%	14	13%
Sufficient Quality Rental Housing	2	2%	14	13%	58	52%	37	33%
Totals	792	25%	1,413	44%	548	17%	436	14%

CHAPTER 6. Land Use Plan

Analysis of existing land use patterns is a basic component of comprehensive planning, affecting planning decisions regarding everything from new community facilities to transportation system improvements. It is the essential first step in order to determine desired *future* land use patterns, a determination which in turn impacts municipal policies and programs.

The use of any given parcel of land may change over time, but it is typically a slow process. Therefore, existing land use patterns are generally accepted as the basis for a realistic projection of future land use patterns.

A Land Use Plan describes existing patterns and future goals for various categories of land use—such as residential, commercial, and industrial. Types and amounts of future land use categories should be designed to accommodate the estimated future population of the City by the end of the Planning Period.

A Land Use Plan must coordinate *future* land uses with the patterns of *existing* land use, **minimize incompatible adjacent land uses**, strive for **harmony** between land uses and existing physical conditions such as floodplains, and maintain an appropriate **balance** among the various types of land uses within a community.

This Land Use Plan addresses the distribution and interrelationships of existing land uses in the City of Abilene and its surrounding Planning Area. It also evaluates the potential for future development in the area, and will help to guide that development as it occurs.

MAPS

Included within this chapter are diagrammatic maps showing existing land use patterns for both the City and the Planning Area, as well as maps showing proposed future land use patterns and growth areas for the City.

Although zoning and land use are interrelated, an Existing Land Use Map is **not** a Zoning Map. An **Existing Land Use Map** is a snapshot of what types of use a parcel or part of a parcel of land was being used for, at the time the map was created—irrespective of that parcel's zoning.

An analysis of how actual land uses intersect with existing zoning districts can help to inform any potential adjustments that may be needed to zoning district boundaries on the City's Official Zoning Map. In certain cases, it may be appropriate to revise a zoning district classification in order to better reflect the reality of an existing land use.

A **Future Land Use Map** is a projection of proposed future land use patterns. A Future Land Use Map in a legally adopted and valid Comprehensive Plan provides a **legal foundation** for both the judicial review of zoning cases, and for the adoption of Subdivision Regulations.

Existing Land Use

Existing land use in the Abilene Planning Area was evaluated in the summer of 2023. Land uses were determined based on a review of the use designations available from Appraiser's information on the [Dickinson County GIS Parcel Search](#) website, coordinated with an examination of aerial photos and street views. City leaders and municipal staff then reviewed the map for accuracy.

Each parcel of land was classified by its current type of use, according to the following land use definitions:

- **Agricultural & Vacant** – Land outside the city limits which is used for agricultural purposes, such as growing crops or raising livestock, or retained as natural open space. Also, land within the City limits which is not built upon, such as vacant lots, natural open space, and urban land used for agricultural purposes.
- **Single-family Residential** – Land devoted to residences occupied by one household.
- **Multifamily Residential** – Land devoted to multiple occupancy dwellings containing two or more individual residential units, such as duplexes or apartment buildings. Also includes single parcels that have more than one dwelling unit.
- **Public and Semi-public** – Land devoted to state, county, city, or school district-owned buildings, parks, schools and other governmental activities, including uses regulated by government, such as utilities, cemeteries and hospitals. Also includes institutional uses of land for public purposes, such as churches, social or service clubs, lodge halls, and nonprofit organizations, including land owned by homeowners associations.

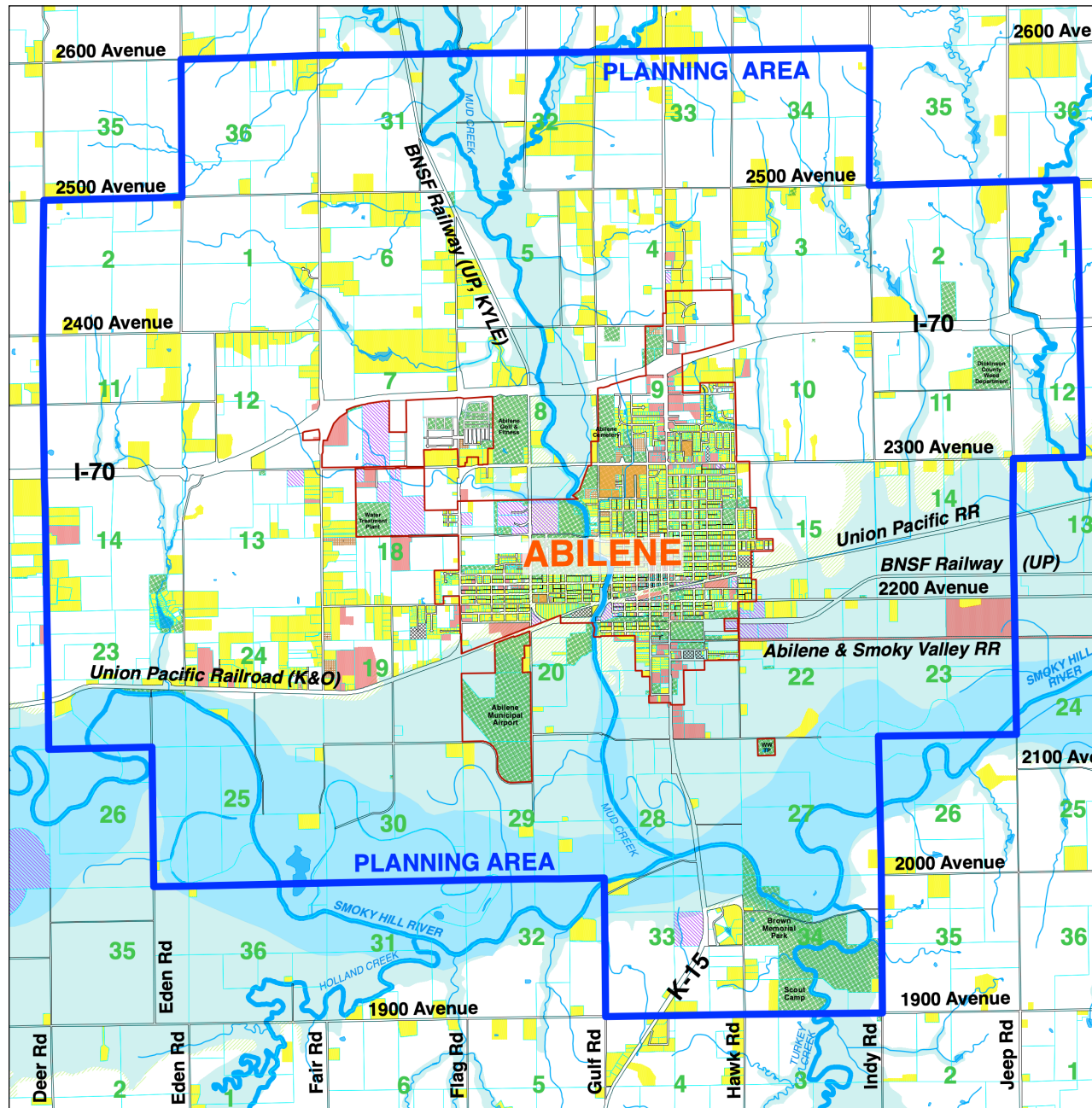
- **Commercial** – Land and buildings where merchandising, service-oriented, or professional activities are conducted.
- **Industrial** – Land and buildings used for manufacturing or heavy construction purposes, or their associated storage. Includes grain elevators and salvage yards.
- **Transportation** – Public land used for transportation right-of-way or other transportation related purposes. Includes streets, alleys, highways and railroads; does not include driveways, garages or parking lots.

MIXED USE

"Mixed use" describes land with multiple uses on a single parcel, typically residential use along with another use such as office, retail, public, or entertainment. It often occurs in downtown areas where multi-story buildings allow residential uses on upper floors, and commercial uses on the street level.

Though not listed or mapped as a separate category for this analysis, mixed land use was historically common, and is now being recognized again as advantageous. During the course of this Planning Period, mixed land use in Abilene should be expected and encouraged to grow, especially downtown. Cultural changes across the nation mean more and more people want to live and work in walkable neighborhoods, and mixed land uses are a reliable way to enhance walkability.

Maps on the following pages show patterns of existing land use for the Abilene Planning Area, for the main developed area of Abilene, and for the downtown area.



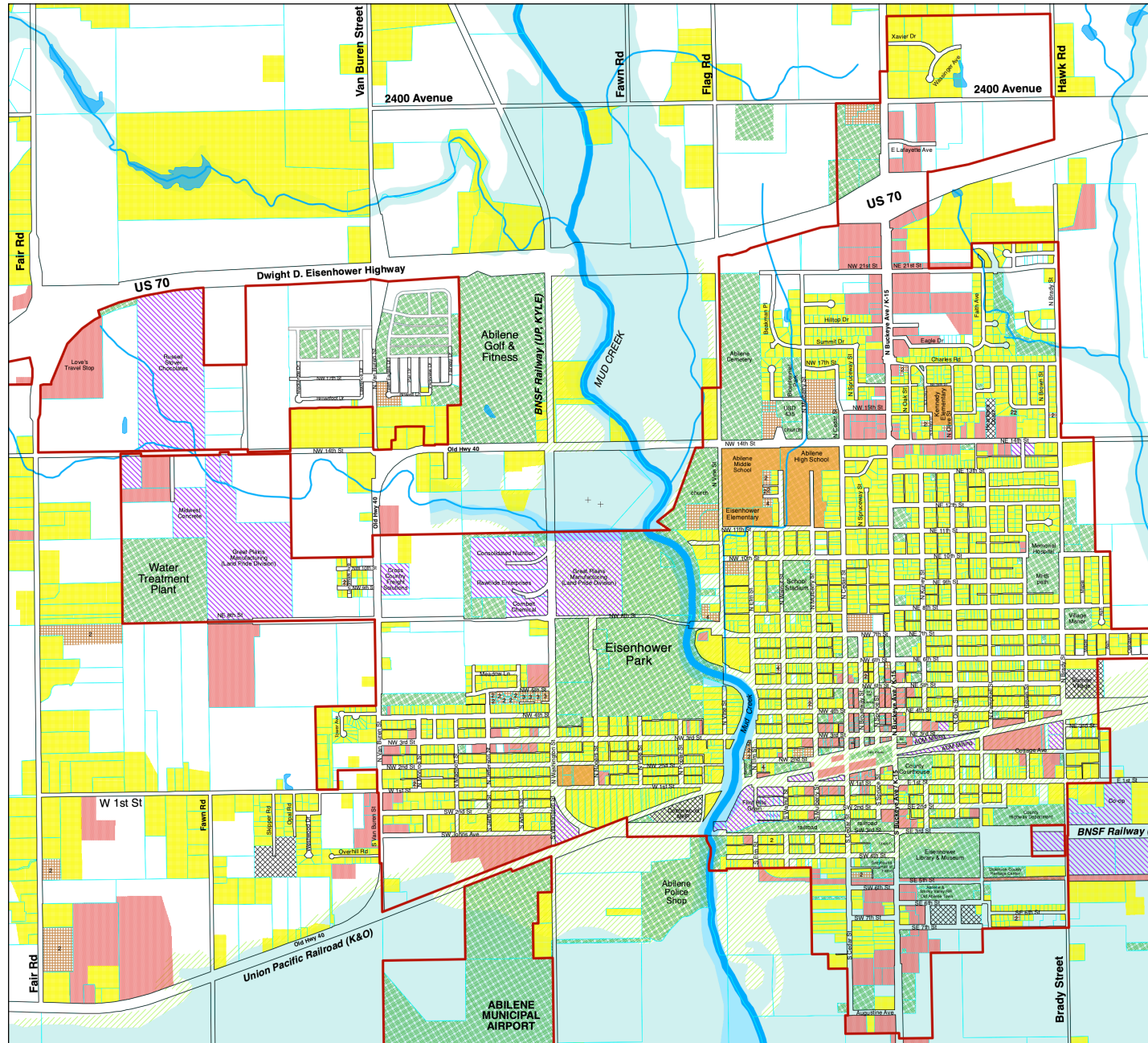
Flood Hazard Areas

-  Floodway
-  1% Annual Chance Flood (100 Year Flood)
-  0.2% Annual Chance Flood (500 Year Flood)

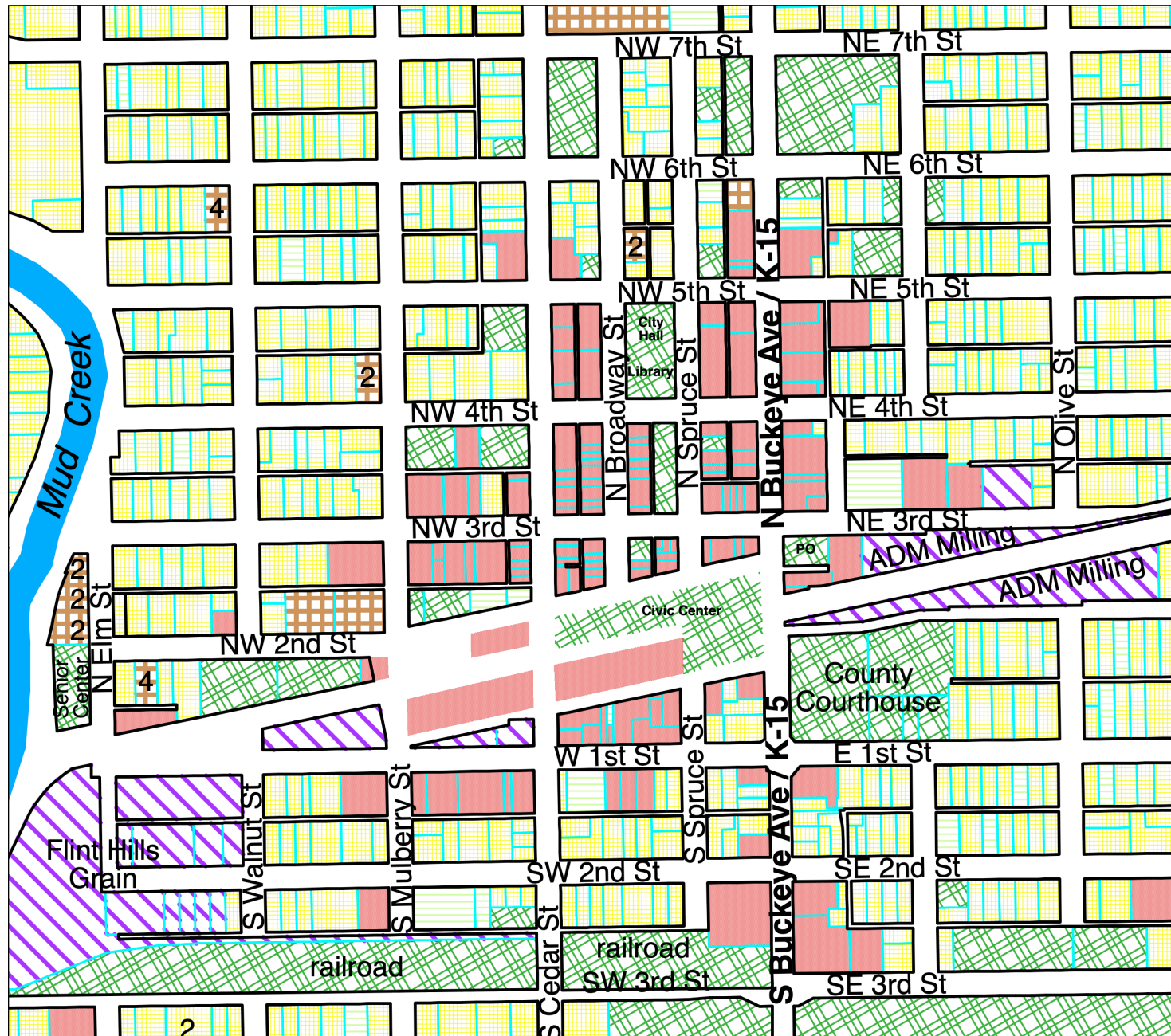
Existing Land Use

- Agricultural & Vacant 
- Single-family Residential 
- Multifamily Residential 
- Manufactured Home Park 
- Public & Semi-public 
- Commercial 
- Industrial 

Map: Existing Land Use –
Abilene Planning Area



Map:
Existing Land Use –
Abilene Urban Area



The numbers shown on multifamily parcels indicate the number of dwelling units per parcel.

For clarity, floodplains are not shown on this diagram.

With the exception of the upper right corner of the area shown, downtown Abilene is in the 0.2% Annual Chance Flood Zone (500 Year Floodplain).

Map:
Existing Land Use –
Abilene
Downtown Area

GENERAL CITY PATTERN – EXISTING

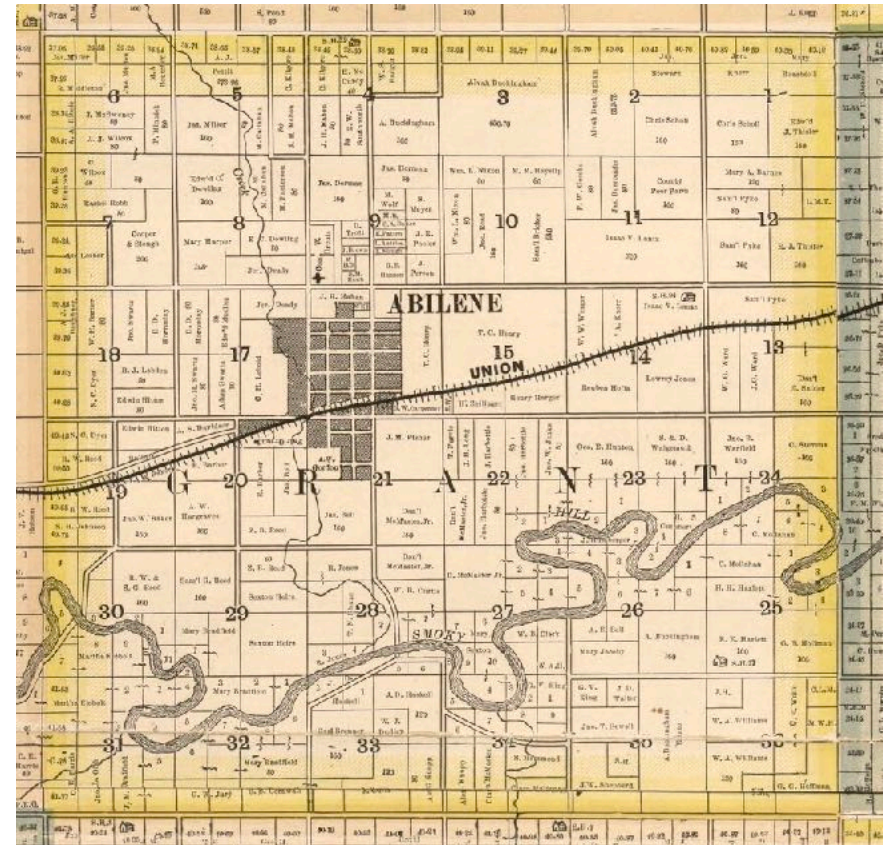
The City of Abilene incorporates 3,041.1 acres, or 4.75 square miles. Land use patterns within the city limits are generally cohesive. The following table shows the percentages of various land use categories in the city.

Existing Land Use in the City of Abilene			
Land Use	Total acres	% of developed area	% of total area
Residential (total)	798.3	32.6%	26.3%
Single-family	743.8	30.4%	24.5%
Multifamily	37.3	1.5%	1.2%
Manufactured Home Park	17.2	0.7%	0.6%
Public & Semi-public	680.6	27.8%	22.4%
Commercial	202.5	8.3%	6.7%
Industrial	213.8	8.7%	7.0%
Transportation ROW	554.0	22.6%	18.2%
Total Developed Area	2,449.2	100.0%	80.5%
+ Agricultural & Vacant	592.0		19.5%
= Total Area	3,041.1	—	100.0%

Developed land represents 80.5% of all the land in the city, and totals about 2,449 acres. The remaining 19.5% of the land is categorized as **undeveloped**, and is vacant or in use for agricultural purposes. Some of the undeveloped land is in residential-scale platted lots, but most is in large parcels near the city's perimeter, particularly in the western and northern portions of the city.

The city limits currently extend from about a quarter mile north of 2400 Avenue in the north, to 2100 Avenue in the south (at the south end of the Airport), and from about a quarter mile east of Brady Street on the east to a little past Fair Road on the west.

Abilene originally developed mostly north and west of the intersection of the Union Pacific railroad tracks and Buckeye Avenue. The majority of downtown is still there today, forming a compact and contiguous urban core.



Extent of development in Abilene in 1885

Since the 1800s, residential development generally avoided the River's floodplains to the south, and spread predominantly north from the tracks. By the early 1900s, the city was also beginning to extend west of Mud Creek. Development has recently begun to expand north of I-70 as well.

Existing land use patterns within the city limits are generally cohesive.

- Established **residential** neighborhoods typically contain only a few scattered vacant lots.
- Most **public** land use is devoted to parks, schools, the Cemetery and the Airport, as well as a variety of smaller public facilities such as the City Hall complex, the Hospital and various visitor attractions.
- **Commercial** uses are largely downtown, or along Buckeye at either the north end or the south end of town, or along the railroad tracks. There are some scattered commercial parcels in the west side of town, typically buffering residential land uses from industrial uses.
- **Industrial** land uses are located either along the railroad tracks, or in the west part of town north of 8th Street and south of I-70.

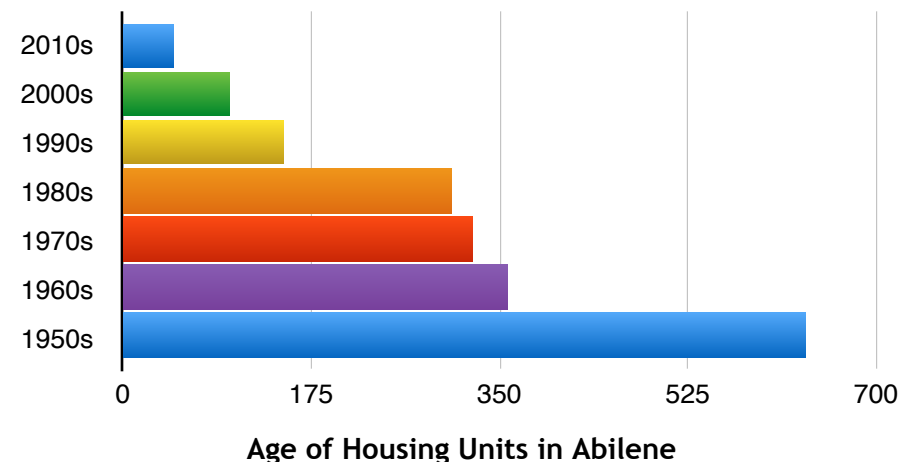
Portions of a city that are geographically separated from the majority of city by unincorporated land are termed "island annexations". Such dispersed development can be problematic, not least because such islands are sometimes challenging to reach with municipal utilities.

Abilene has several incorporated areas that are technically island annexations, but they are separated from the bulk of the City only by a single street right-of-way. One is the Airport, separated by the Union Pacific railroad tracks, and two are on the northwest corner of town on the other side of 14th Street. Abilene's only other island annexation is the City's Wastewater Treatment Plant, southwest of town, which is deliberately separated from developed land for obvious reasons.

RESIDENTIAL — EXISTING

Residential land use covers 798 acres within the city limits, accounting for 33% of developed land. It is the single largest category of land use in Abilene. Of the land in residential use, about 744 acres are used for single-family homes, about 37 acres are used for multifamily homes, and about 17 acres are used for manufactured home parks.

Unfortunately, the pace of housing construction in Abilene slowed down dramatically in the 1990s, and has slowed further each decade since. This gap in housing construction has resulted in a shortage of up-to-date housing that is having a major impact on the local economy.



The chart above shows the age of housing units in Abilene as of the 2020 Census. Since most houses built since the 1950's are still around, this gives a good idea of the pace of housing construction over recent decades. Note, the term "housing units" counts individual homes in a multi-family structure—so, for instance, each apartment in an apartment building counts as a separate housing unit.

Single-family Housing In Abilene, residential neighborhoods contain a range of housing types, from 19th and early 20th Century bungalows and cottages, to post-WWII ranch homes, to contemporary subdivision homes.

Most of Abilene's historic neighborhoods are composed primarily of single-family homes. More recent development, closer to the edges of the city, is more likely to contain both single-family and multifamily housing in a single neighborhood.



Typical single-family homes in Abilene

Multifamily Housing Abilene has an assortment of duplexes, triplexes and fourplexes, sometimes clustered in small groups, but mostly dispersed in single-family-home neighborhoods. The majority of them are well designed to be compatible with neighboring single-family houses.



Representative duplex & triplex homes in Abilene

Abilene also has a wide variety of apartments, from renovated historic structures, to standard late-20th-century apartment buildings, to contemporary townhomes.



Representative apartment buildings

Manufactured Homes Abilene's Zoning Regulations generally require manufactured homes on individual lots in single-family neighborhoods to be residential-designed units on a permanent foundation, which often makes them fairly difficult to distinguish from single-family stick-built houses.

There are four manufactured home parks in Abilene.

- **Sunrise Village**, at 501 North Brady Street, on the east side of Brady at about 5th Street, has pads for about 50 manufactured homes.
- **Cottonwood Mobile Home Park**, at 210 South Cherry Street, south of the Union Pacific tracks and west of Mud Creek, has pads for about 35 manufactured homes.
- **Heartland Mobile Home Park**, at 419 NE 14th Street, on the north side of 14th between Olive and Brown Streets, has pads for about 19 manufactured homes.
- An unnamed cluster of about 10 manufactured homes is located on a parcel of land on SE 7th Street just east of Kuney Street.



*Typical
manufactured
home parks
in Abilene*

PUBLIC AND SEMI-PUBLIC – EXISTING

The 681 acres of public and semi-public land use in Abilene represent 28% of the developed area within the city limits. It is the City's second-largest category of land use, after residential.

The Abilene Municipal Airport uses 207.4 acres, while the Parks use 119.0 acres. Abilene's schools, including the Stadium, use 57.8 acres. The Water Treatment Plant is on 40 acres, and the Wastewater Treatment Plant is on 9.8 acres. The Cemetery occupies 37.6 acres. Unsold City-owned parcels in the Golden Belt Heights subdivision total 32.5 acres.

Smaller public land uses include City Hall, the Fire Station and the Library, the Post Office, the Hospital, the County's Courthouse and Highway Department properties, the Senior Center, as well as the Civic Center and a variety of local attractions, including the Eisenhower Library & Museum, Old Abilene Town, the Dickinson County Heritage Center, and the Greyhound Hall of Fame.

Semi-public land uses include numerous churches, land used for infrastructure owned by private utilities companies, and land owned by Homeowners Associations.

COMMERCIAL— EXISTING

Abilene has 202.5 acres of land in commercial use within the city limits, comprising just 8% of the developed area. This is the smallest category of land use inside the city.

Abilene has a strong and diverse variety of commercial land uses in its downtown area. Commercial uses which benefit from a direct rail connection occur along the railroad tracks. Another cluster of commercial land uses are in the south end of town in the vicinity of Buckeye Avenue. Commercial uses which benefit from proximity to the interstate are clustered either in the north end of town near Buckeye and the I-70 interchange there, or near the Fair Road interchange at I-70 in the west edge of town.

*Typical commercial
land uses in Abilene*

On K-15 near I-70



Downtown

INDUSTRIAL— EXISTING

There are 214 acres of industrial land use inside Abilene, comprising 9% of the developed area. This is the second smallest category of land use inside the city.

The largest industrial use in Abilene is the 85.1 acres owned by Great Plains Manufacturing's Land Pride Division, at two separate sites. Russell Stover Manufacturing uses 58.7 acres. Flint Hills Grain uses 10.2 acres, Midwest Concrete uses 9.2 acres, and a variety of smaller industrial sites make up the balance.



*Typical
industrial
land use
in Abilene*

TRANSPORTATION RIGHTS-OF-WAY — EXISTING

Within the the city limits, 554 acres are incorporated in platted rights-of-way for streets, alleys and railroads. This number does not include the acreage used for the private Abilene & Smoky Valley Railroad, which is categorized as a semi-public land use.

Transportation rights-of-way comprise about 23% of the City's developed area, and 18% of the City's total area. Transportation is Abilene's third-largest category of land use, after residential and public/semi-public.

LAND USE OUTSIDE THE CITY LIMITS — EXISTING

The Planning Area, **excluding** land within the city limits, encompasses 23,617 acres, or 36.9 square miles. About 81.5% of that land is in **agricultural** use, though residential, public, commercial and industrial uses also occur.

Of land inside the Planning Area but outside the city limits:

- About 2,333 acres are in **single-family residential** use.
- There are also four **multifamily** parcels, each with a duplex on it, using a total of 19 acres.
- There is one unnamed **manufactured home park** just outside the city limits, owned by Morrell Rentals. Located at Skipper and Opal Roads, in the vicinity of SW 1st Street and Fawn Road, the parcel is 8.3 acres in size and has pads for about 34 manufactured homes.



Manufactured homes
in this park are
typically double-wide
residential-design units
on large landscaped lots.

- About 580 acres are in **public and semi-public** land uses, including the 300 acres of the Brown Memorial Park and Scout Camp, and the 78 acres of the Abilene Golf & Fitness facility. The Dickinson County Weed Department site uses 54.5 acres, and the Abilene Police Shop site uses 28.5 acres. Church properties account for the bulk of the balance.
- There are 272 acres in use for **commercial** purposes.
- There are 84 acres in use for **industrial** purposes.
- About 1,065 acres are in use as transportation right-of-way, for roads and railroads.

Future Land Use

A future land use plan is intended to encourage efficient, balanced, and compatible land use patterns in the City and its immediate area. The **Future Land Use Map shown in this chapter** exhibits a desired pattern of land use, and is intended to guide land use planning decisions during the Planning Period.

However, flexibility is also essential in the implementation of a future land use plan, and it is expected that the Planning Commission may occasionally need to make minor adjustments. In the event of a natural disaster such as a tornado or flood, the Commission may have to quickly make major adjustments.

When a specific area in the city is about to be developed, policy decisions on its development should remain in keeping with the overall land use concepts expressed in the Future Land Use Map, but must also respond to current data.

When an area is designated for a particular future land use, that designation should be considered as an indication of preferred land use character and predominant type, rather than an absolute requirement that the area be developed exclusively for the noted land use. For example, a church or school could be considered a compatible use in an area designated for future residential development.

A number of factors must be considered when projecting future land use—including community attitudes and goals, existing physical features, existing land use patterns, potential utility service areas, future population goals and housing needs, and proposed development projects.

In general, it is considered desirable for **residential** land use patterns within a city to be separated from commercial or industrial uses. The exception to this guideline is in **mixed-use neighborhoods, where the proximity of residences to commercial and public areas promotes walkability.**

Some **public** land uses are compatible with residential areas (such as neighborhood parks or small churches), and some are more appropriate to commercial areas (City Hall or the Post Office, for example). Modern schools tend to be larger and generate more traffic and noise than schools in earlier times, but ideally should still be located close enough to residential neighborhoods to allow at least some children the option to walk or bike to school.

Commercial land uses are typically located near transportation nodes, and clustered together to create economic synergy. By preference, at least some residential neighborhoods should be within walking distance of both retail destinations and workplaces.

Industrial land uses, particularly for heavy industry, often require heavy-duty utility services, generate considerable truck traffic, and may produce dust and other air pollutants, as well as considerable noise. Therefore they are often consolidated in a few areas with appropriate utility services, typically near highways and railroads, and away from and usually downwind of residential neighborhoods.

GENERAL CITY PATTERN – FUTURE

Since the development of the interstate highway system began in the 1950s, the United States has been on a 70-year building spree of sprawl. Only recently have we begun to face the fact that we cannot possibly afford to *maintain* the sprawling infrastructure that we have built.

- For more information on the costs of America's deferred infrastructure maintenance needs, see the American Society of Civil Engineers' [2021 Report Card for America's Infrastructure](#).
- For more information on alternative strategies for making your city fiscally strong and resilient in the long term, see [Strong Towns](#).

It is crucial for cities to maintain a compact development pattern, because it maximizes the efficiency and minimizes the cost of providing public services, from utilities to police patrols—not only in short-term operating costs, but in long-term maintenance costs.

Compact and contiguous development is not only an economical strategy, it is also a pragmatic one. Kansas statutes [K.S.A. 12-520 et seq.](#) make new island annexations very difficult for Kansas cities to implement, while it is relatively easy for cities to annex land that is adjacent to existing corporate limits.

- An overview of the detailed requirements for various types of annexation processes is available in the [2015 Kansas Legislator Briefing Book on Annexation](#).

Abilene is basically compact, and has avoided developing much sprawl. This gives the community a huge advantage in city planning for the 21st century. Abilene should continue its pattern of contiguous development. Consider encouraging future development in Abilene that maintains a higher percentage of more dense, urban-style neighborhoods in proportion to large-lot suburban developments.

DIRECTION OF GROWTH

Abilene's founders located the original city adjacent to the railroad, outside of the Smoky Hill River's likely flood area, and close to Mud Creek. Access to fresh water and rich floodplain soils have given Abilene many advantages over the years, but there are undeniable disadvantages to the city's site, as well—primarily resulting from the fact that much of the community lies within the 500-year floodplain.

Today, the main factors determining Abilene's likely future growth pattern are the **floodplains** along the River to the south and along Mud Creek in the north, and the two Abilene I-70 **interchanges**.

Any further development **south** of the Union Pacific tracks should be minimized, in order to avoid conflict with the River's floodplains. There is ample land around the rest of the city's perimeter which is not in floodplains, and which is much more suitable for development.

Inappropriate development in Mud Creek's 100-year floodplains should also be avoided. Land in 100-year floodplains is generally considered suitable only for agriculture, or perhaps for parkland.

Commercial development is already well established in the area around the **K-15 interchange** with I-70, and much of the land has already been annexed by the City. Large-lot residential development is occurring in the area **north** of the interchange's commercial development, and is likely to continue to expand. Whenever such development is served by municipal utilities, it should be annexed; alternatively, a parcel of land should at least have a *No Protest Agreement* in place before being connected to utilities.

As opportunities become available, Abilene should continue to **annex land around both interchanges**, particularly at the Fair Road interchange, **in order to establish and maintain local control over the character of development** in these locations. These two interchanges are gateways to the city, and their appearance will impact the public perception of Abilene as a desirable community.

WEST SIDE

Most of Abilene's new development over the course of the Planning Period is likely to occur on the **west side**. Any new major **industrial** development will likely be near the Fair Road interchange with I-70, or possibly along the railroad.

The location of west-side **commercial** development will vary depending on the type of commercial activity, with some businesses preferring close access to the freeway, and other smaller-scale retail and professional offices preferring proximity to more residential neighborhoods.

Both single-family and multifamily **residential** development is already occurring on the west side, particularly in the Golden Belt Heights subdivision, and will likely continue to expand over the course of the Planning Period.

The west side would be a suitable area for a **park dedicated to sports fields**, should the City decide to pursue that option. Be prepared to take advantage of any opportunity to acquire appropriate land for a **west-side park**.

EAST SIDE

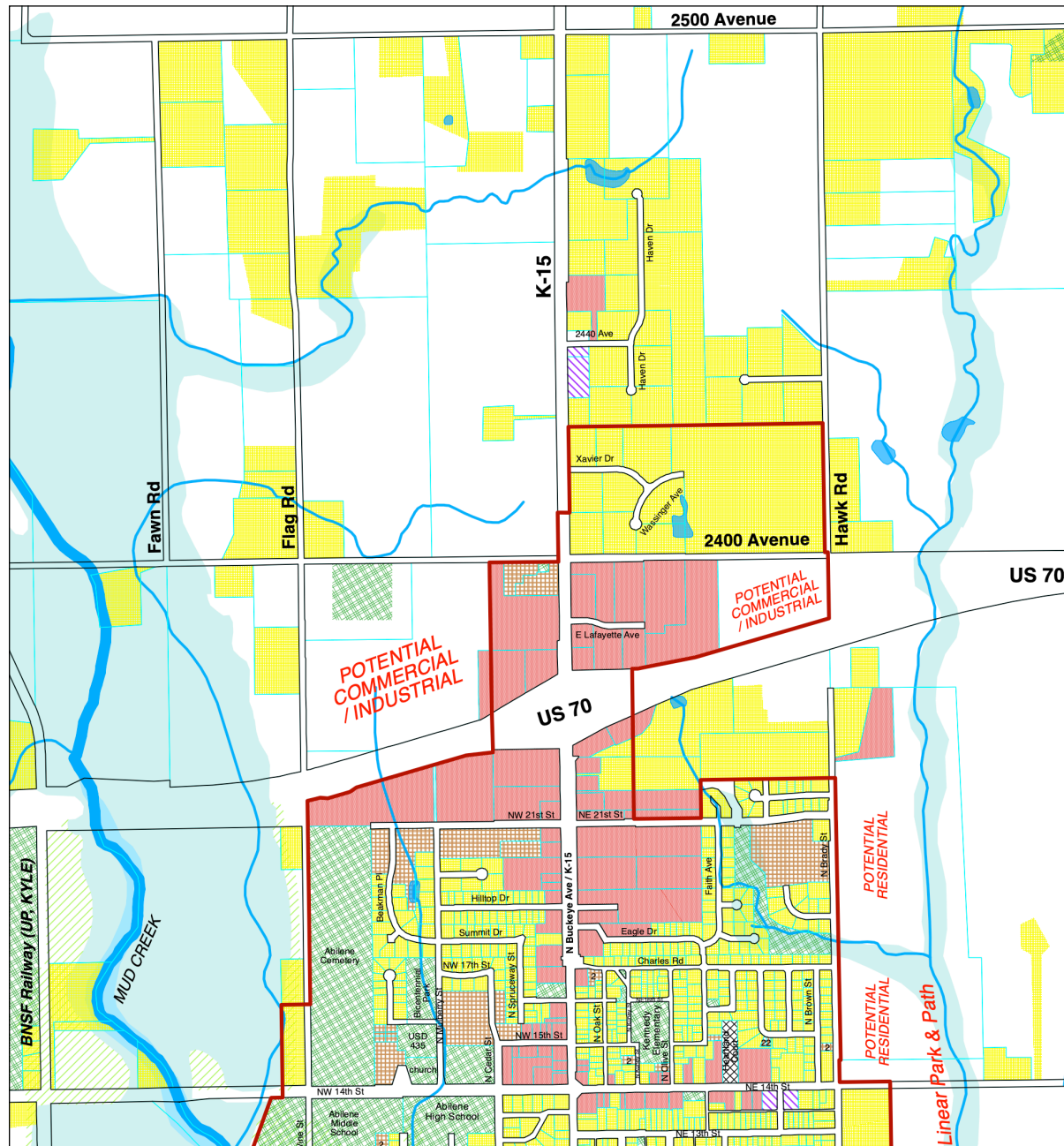
On the **east side** of Abilene, focus on additional walkable residential development, with compact lot sizes and a street and block pattern similar to the community's existing neighborhoods. Continue the pattern of creating diverse neighborhoods by intermixing compatible single-family and multifamily structures.

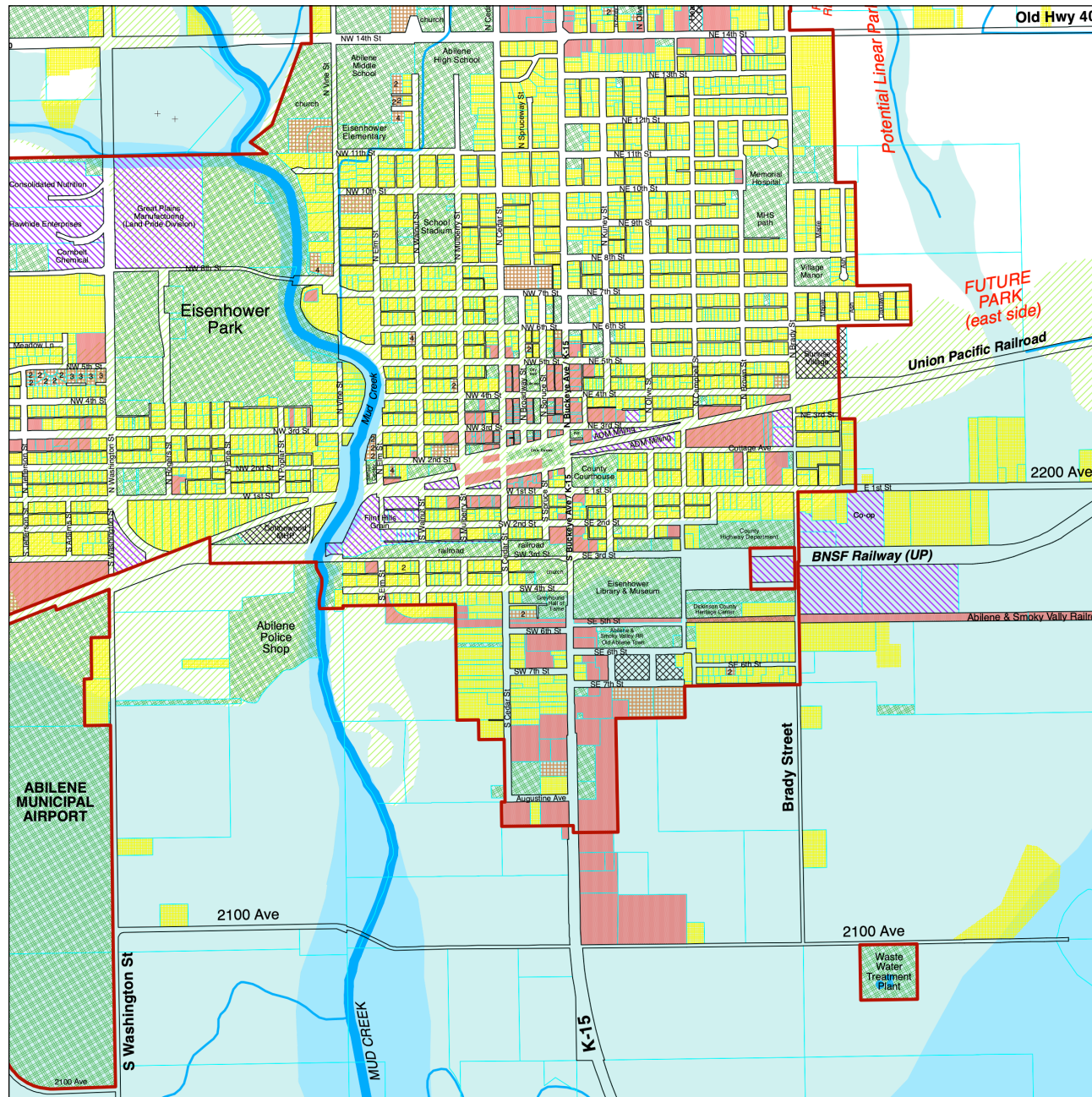
At some point during the Planning Period, the City should plan to acquire land for an **east-side park**. Land along a stream could support a linear park with a pathway. Alternatively, land in the floodplain would be more suitable for use as a park than for other types of development which are more vulnerable to flooding.

One of the goals of the City's new *Park System Master Plan* is to acquire a **minimum of five acres of land for a new Dog Park**. Ideally, land for this use would have well-drained turf and mature shade trees, a good access road and space for sufficient parking, and be far enough from residential development to avoid noise conflicts. A Dog Park combined with a Linear Park pathway could become a primary destination on the east side of town.

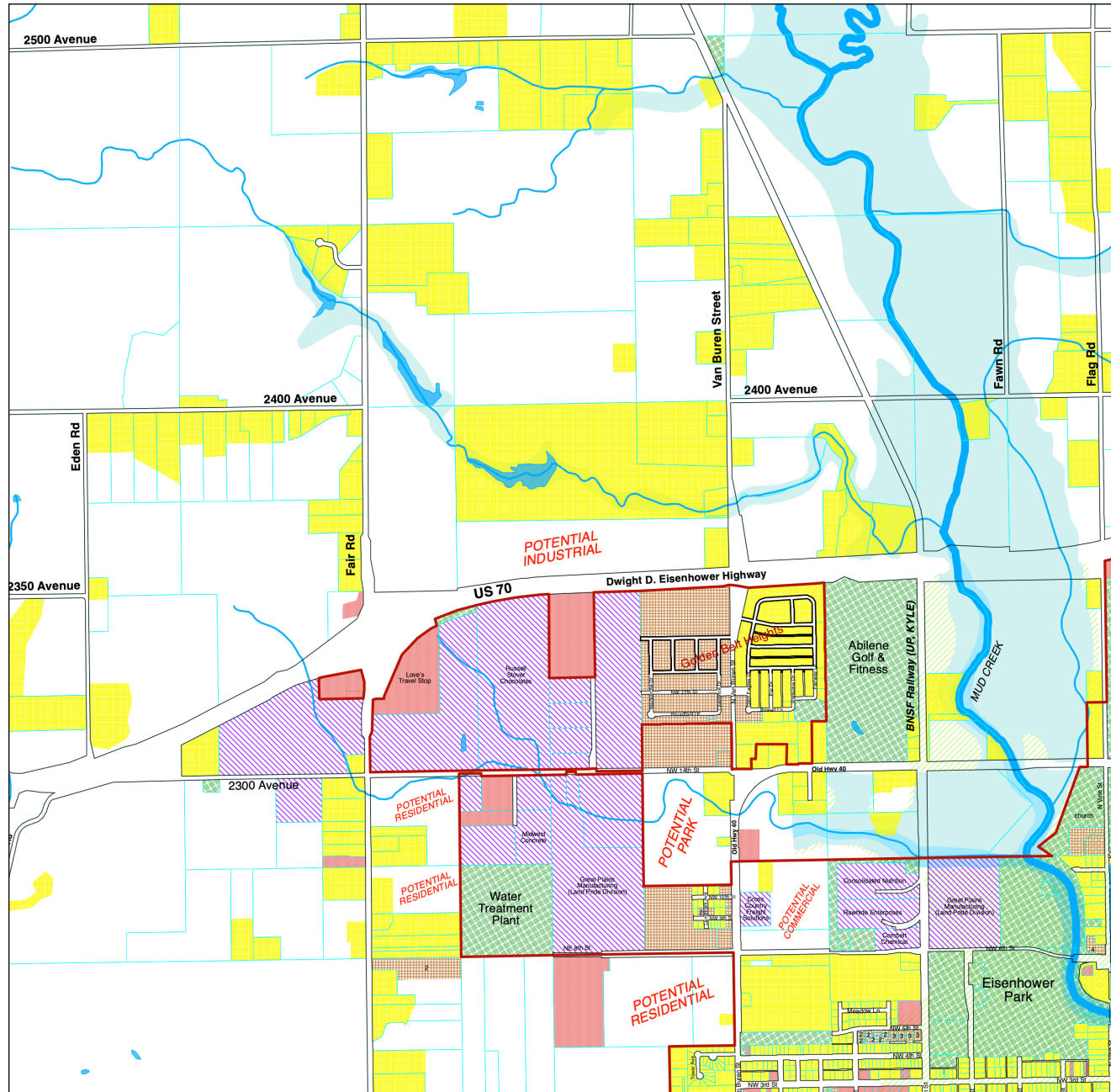
The following pages show four closeup views of the **Future Land Use Map** developed for this *Comprehensive Plan*: Northeast, Southeast, Northwest and Southwest Abilene.

A pdf file of the complete Future Land Use Map is available on the City of Abilene website, under [Community Development/Comprehensive Plan](#).



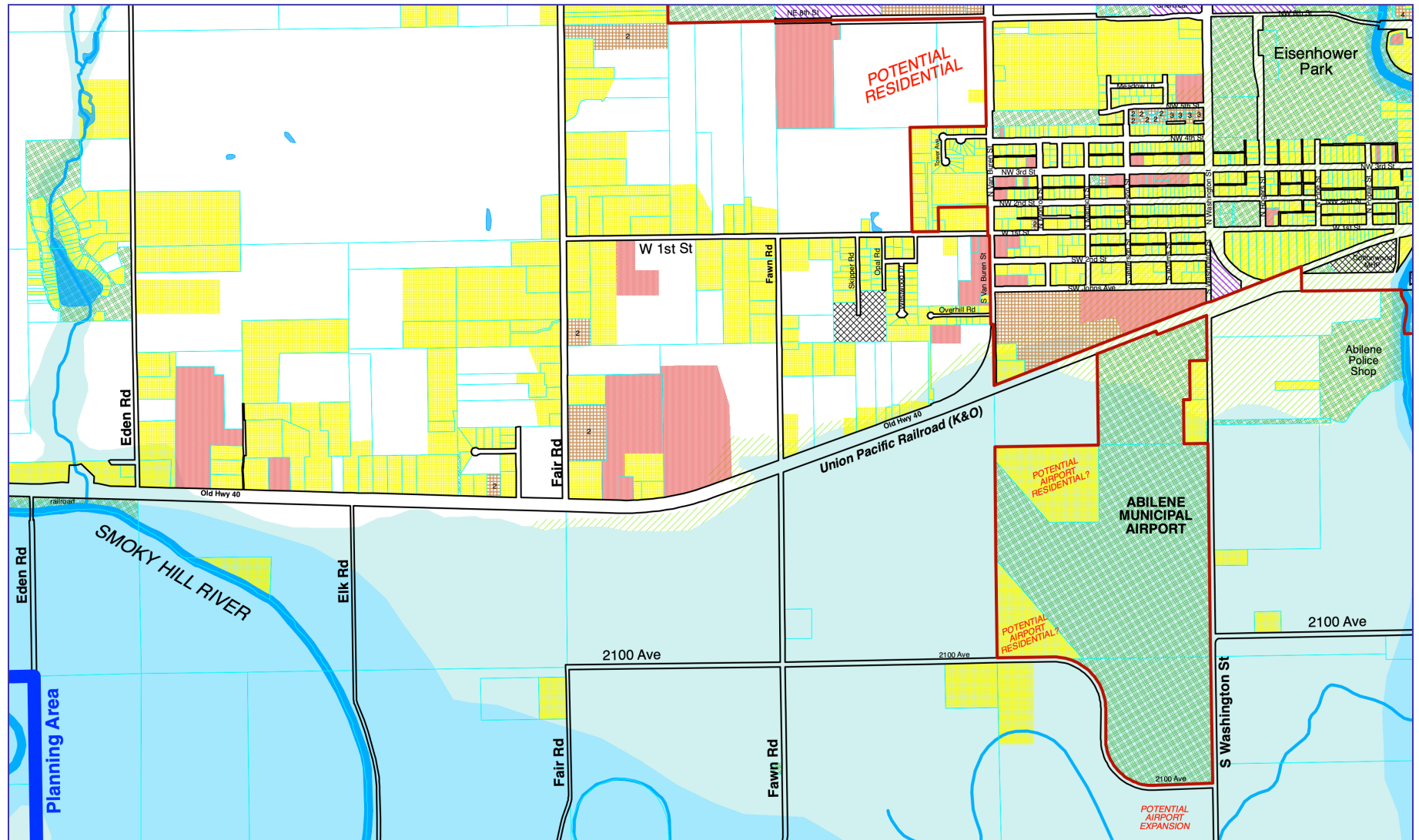


Map:
Future Land Use –
Southeast Abilene



Map:
Future Land Use –
Northwest Abilene

Map: Future Land Use – Southwest Abilene



RESIDENTIAL – FUTURE

Before the 1950s, it was common for American neighborhoods to have a mix of single family and multifamily homes, including garage or upstairs apartments, duplexes, and even small three- or four-unit apartment buildings. These neighborhoods worked well, supporting diverse multi-generational communities with housing at a range of price points.

In the last half of the 20th Century, however, it became standard practice to isolate single-family housing in large and homogeneous developments of similar houses. On the occasions when multifamily housing was built, it tended to be in the form of big apartment complexes or entire city blocks of duplexes, completely separated from single-family neighborhoods.

Now, in the 21st Century, the social and economic advantages of traditional mixed neighborhoods are appreciated again. Such neighborhoods offer the option for multiple generations of a family to find appropriate housing without having to move far away. Higher density allows more people to be supported with less infrastructure, and improves options for walkability and the social connections that walkability encourages.

Many small rural cities have insufficient low-cost and rental housing to meet local demand, and therefore lose young people who cannot yet afford to own a home, as well as older residents who may be looking for a lower-maintenance lifestyle.

There is often a tendency to think that all single-family homes are owner-occupied, and all multifamily homes are rentals, but this is not the case. Twin homes and condominiums of various configurations allow individual ownership of homes within a multifamily structure, and single-family detached houses may be rented.

- About **21%** of Abilene's housing units are in **multifamily** configurations, and **30%** of its occupied housing units are **rentals**.

While there is clearly an ongoing demand for **large, single-family suburban homes**, there is also a national trend toward **smaller homes in walkable, urban-style neighborhoods**. Ideally, such neighborhoods should supply both owner-occupied and rental options.

- Over **73%** of Abilene's occupied housing units are occupied by **one- or two-person households**.

Continue to encourage development in Abilene that offers **a mix of both single-family and appropriately-scaled multifamily housing**. Such housing might include townhomes, patio homes, duplexes, triplexes, small apartment buildings, and accessory dwelling units (ADUs).

Abilene's existing Zoning Regulations already allow most of these possibilities. Only accessory dwelling units are not yet allowed. Update the City's Regulations to accommodate ADUs.

As Abilene has already frequently shown, smaller types of multifamily housing can be comfortably accommodated in single-family neighborhoods, as long as they are designed to fit in with the character of the neighborhood, and parking requirements are handled sensitively. Only apartment buildings or complexes that are large enough to generate significant amounts of traffic are typically incompatible with single-family neighborhoods.

Maintaining an array of **diverse housing options at a range of price points** should be a primary goal of future development in Abilene, including economical units for young adults and accessible units for seniors. Continue to encourage development of single-family homes, as well as high-quality, accessible, and low-maintenance multifamily housing.

20-year Housing Needs The following rough calculations are intended to show the scale of Abilene's 20-year housing needs. These estimates do *not* account for the replacement housing units that would be needed in order to compensate for existing houses which may be lost to causes such as fire or demolition.

- If the City's 2020 Census population of 6,460 grew by **5% per decade**, Abilene would have 7,122 people by 2040, for a net gain of about 662 individuals.

Taking the additional population, and dividing that number by the *2017-2021 American Community Survey* average household size of 2.22 people per household, Abilene might expect to have **about 298 additional households over a twenty-year period**, which would require an average increase of **about 15 housing units per year**, each and every year over the course of two decades.

- A similar calculation for a **10% per decade** rate of population growth would result in **about 1,357 additional individuals**, and **about 611 additional households over a twenty-year period**, requiring an average increase of **about 31 housing units per year** each year over the course of two decades.

Of course, housing is rarely built at smooth and predictable rates. In fact, it tends to be developed in spurts. Nevertheless, these estimates should help provide an idea of the scope of long-term housing demand in Abilene.

Current Rate of Housing Development Between 2018 and 2022, the City of Abilene issued building permits for a **total of 31 dwelling units over the course of five years**—13 single-family houses, 11 manufactured homes, 1 triplex (3 units), and 1 fourplex (4 units).

Building Permits Issued in Abilene / 2018-2022					
Type of Building Permit	2018	2019	2020	2021	2022
Demos / Removals	3	4	5	5	14
Single-family Residence	1	0	3	1	8
Manufactured Home	1	2	1	4	3
Duplex	0	0	0	0	0
Triplex	0	0	1	0	0
Fourplex	0	0	0	0	1

At the 5% per decade population growth rate suggested in this *Plan*, the estimated figure of 15 new housing units needed per year would imply a need for **75 new housing units over the course of five years**.

While these are admittedly rough estimates, it would seem that **Abilene will likely need to more than double its recent rate of housing construction, in order to meet the oncoming demand**. Compensating for unmet existing demand will require an even higher rate of increase.

Renovating Existing Housing Another factor to bear in mind is that, according to Census data, Abilene currently has 480 vacant dwelling units—a **vacancy rate of 14%**. This would strongly imply that while there is ample vacant housing in Abilene, it is either not the right *kind* of housing to meet people's needs, or not the right *quality* of housing to meet people's standards.

Nevertheless, those 480 vacant housing units are a potential resource. Properly renovated, they could help the city meet its need for expanded housing development, while making better use of existing infrastructure.

PUBLIC & SEMI-PUBLIC – FUTURE

The City may need to acquire additional land during the 20-year Planning Period, to allow for construction of a **new Fire Station**. Additional **park land** may be needed as well, particularly for sports fields. Additional parkland might also be provided for in any new approved plats for subdivision development.

COMMERCIAL – FUTURE

Continue to enhance Abilene's commercial areas. Ideally, the character of businesses in each area should serve different commercial needs, complementing each other, rather than unduly competing.

Continue to focus areas near the freeway interchanges, and along K-15 south of town, on large-lot commercial development that depends on vehicle traffic and ample parking lots for success. Continue to focus downtown's commercial development on businesses that thrive in a walkable environment: offices, professional services, coffee shops, restaurants, and the sort of locally owned retail commercial stores that thrive on lifestyle and impulse buying.

INDUSTRIAL – FUTURE

Over the Planning Period, further expansion of Abilene's strong industrial sector would substantially impact Abilene's future economy, its transportation network, and its future housing needs as well.

To attract additional industry to Abilene, consider developing an **industrial park** in the area of the I-70 interchange at Fair Road. Ideally, provide pad-ready sites—graded, with utilities stubbed, and road access already developed; in short, ready to be built on.

TRANSPORTATION RIGHTS-OF-WAY – FUTURE

From a land use perspective, Abilene has an adequate right-of-way network to sustain expected growth.

As new housing is developed on currently vacant land, neighborhood streets should be platted with enough width to accommodate the roadway itself, as well as adequate drainage facilities, utilities, sidewalks, and street trees. **Curb-to-curb, roadways themselves should be as narrow** as fire-fighting equipment access allows, in order to calm vehicle traffic speeds and keep residential neighborhoods comfortably walkable.

Street patterns should be designed to coordinate with both existing streets, and with potential future expansion of both the street network and the sidewalk and bike path network.

LAND USE OUTSIDE THE CITY – FUTURE

Portions of the Planning Area near Abilene have already been developed for commercial, industrial, and both single-family and multifamily residential use. Consider annexation of any developed parcels making use of City utilities.

If demand for **large-lot residential housing** occurs in the Planning Area, **discourage scattered lots** and instead **establish platted rural subdivisions**. Such subdivisions should have good road access, and be located to avoid floodplains.

In general, however, the Planning Area outside the City should continue to be used mainly for **agriculture**, which should be regarded as the highest and best use for such productive soils.

Consider implementing a policy of annexation, or at least requiring a *No Protest Agreement*, for any property outside the city limits that wishes to connect to City utilities.

Downtown

A city's downtown is a concentration of commercial, cultural, and civic activities, ideally with a strong residential component as well. No matter how large or small the city, having a vibrant downtown is critical to both its quality of life and its economic success.

A vibrant downtown is not only a small city's major economic driver, it is "everybody's neighborhood", a cultural center where people from the entire area congregate. When people think of a particular small city, its downtown is usually the first image that comes to mind, so the character and attractiveness of a community is often judged by the character and attractiveness of its downtown.

Community Questionnaire participants were asked to think about Abilene's downtown business district, and check factors of the physical environment which need improvement. Factors are listed in order of the percentage of respondents that expressed concern.

- Areas behind businesses: 12%
- Storefronts used as storage: 12%
- Restrooms: 10%
- General appearance of building facades: 10%
- Condition of sidewalks: 10%
- General attractiveness of streets & sidewalks : 9%
- Lack of street trees : 8%
- Condition of streets: 7%
- Parking lots: 7%
- Ease of vehicle access: 5%
- Handicap access to businesses: 5%
- Business signs: 4%

DOWNTOWN – EXISTING

Abilene's downtown is an active commercial center, with numerous civic, cultural and tourism destinations. It has ample and widely available free parking. Downtown has a generous supply of two-story buildings that offer opportunities for development of loft apartments to support a solid downtown residential presence—a critical factor in making any downtown a vibrant hub for the whole community.

What Abilene's downtown lacks is truly **walkable streetscapes**. While the sidewalk space downtown is adequate, it is not generally *attractive*. There is little shade, and there is practically no street life to keep it activated. Little Ike Park is the exception to the rule, offering green plants, shade, public art, and places to sit and have a cup of coffee or a brown-bag lunch. Its popularity provides clear-cut clues on ways to make downtown Abilene more animated and vital.



Typical downtown Abilene street scenes

DOWNTOWN – FUTURE

The building facades in downtown Abilene are generally in good to excellent condition. To take full advantage of the public space they create, sidewalks and streets which are currently optimized for vehicle traffic can be reconfigured to **prioritize the pedestrian experience**.

Such a transition does not happen instantly, but can be **implemented in phases** over time. The first step is to agree on a specific **streetscape plan** that leads to such a future.

A downtown designed for cars encourages people to drive in, do exactly the errand they came for, then get back in their car and leave. A walkable streetscape increases foot traffic, which increases the economic success of businesses that thrive in the synergy of a walkable neighborhood, such as restaurants, small retail shops, service businesses, or professional offices. As more such businesses are available, downtown becomes a more attractive place both to visit and to live, and as more people spend more time downtown, all downtown businesses thrive even more.

A small reduction in Abilene's existing on-street parking—which, pending a parking study, appears to be excessive to need—would allow space for **wider sidewalks, curb extensions to support shorter and safer crosswalks, street trees, improved ADA accessible parking, street furniture** like benches and bike racks, **pedestrian scale ornamental lighting**, and perhaps some small-scale **outdoor dining**.

Drainage improvements utilizing green infrastructure could be incorporated as part of suitable streetscape improvement projects. Green infrastructure solutions can often be scaled and localized, to focus on solving specific drainage problems near where the problem occurs. The living green portion of green infrastructure can provide an opportunity for badly-needed landscaping to beautify Abilene's downtown.

K-15 Buckeye Avenue should definitely be included in any streetscape improvement plan for downtown Abilene. Pursue discussions with KDOT to put K-15 in Abilene on what the Federal Highway Administration calls a Road Diet.

A road diet would reduce Buckeye Avenue from four lanes of traffic to three—one traffic lane each way, and a continuous turn lane. This configuration actually carries at least as much traffic, far more safely, than a four-lane road.

Traffic on K-15 is required to slow down in Abilene anyway, for safety's sake. A reduction in roadway width would likely not require any reduction in current speed limits in Abilene— though a properly designed road diet and streetscape can definitely help reduce the speeds at which people actually travel.

The space regained in the right-of way by eliminating one traffic lane would permit streetscape improvements that could vastly improve the appearance and function of Buckeye Avenue. Landscaping and perhaps bike lanes could be added. Curb extensions could allow for shorter, safer crosswalks, reconnecting the east and west parts of Abilene's downtown for pedestrians.

Consider implementing a K-15 road diet plan at least in Abilene's downtown area, and possibly from North 14th Street all the way to South 7th Street.



*Example:
Crosswalk
after
Road Diet*

Downtown Living Developing policies to encourage renovation of the upper-floors of Abilene's downtown buildings into **loft apartments** is also an important part of future downtown success. Having people living downtown is the key to activating downtown on evenings and weekends, so it doesn't become a ghost town outside of regular business hours. For many downtown businesses, those extra hours of activity can often make the difference between "barely making it" and "doing well".

Where appropriate, encourage private development projects in downtown Abilene by utilizing the City's existing Development Incentives programs. Be prepared to pursue opportunities to develop downtown residential projects as they arise, anywhere in Abilene's downtown area.

Celebrations & Events Continue Abilene's practice of organizing community celebrations that attract both residents and visitors downtown. Continue to coordinate among the Convention and Visitors Bureau and other concerned organizations to promote special events, implement holiday lighting and displays, and coordinate group advertising.

Tourism Continue to recognize the importance of tourism as a key element of Abilene's community identity. Encourage private owners of destination facilities to maintain high standards of quality. Foster the activities of concerned organizations to maintain and market Abilene's many visitor destinations.

Wayfinding Signs Abilene has an existing wayfinding sign system to help visitors find their way to the many tourist attractions in the City—however, existing signs are almost exclusively oriented toward drivers. Consider developing a wayfinding signage system for use downtown that is **oriented toward pedestrians**.

The future land use plan for downtown is more a matter of preserving and enhancing Abilene's existing downtown, rather than making any substantial changes to land use patterns there. The major difference would be an increase in mixed use development, primarily by adding more residential options downtown. This, in combination with improved streetscapes, would help **create walkable live-work-play neighborhoods** in the urban core.



Ideas for Renovating Downtowns

Consider the following resources to inspire ideas for continuing to improve Abilene's downtown:

- [Here's What *Not* to Do to Your Small-Town Main Street](#) is an article from [Strong Towns](#), that may be particularly applicable to K-15 in Abilene.
- From 1985 to 2012, [Kansas Main Street](#) programs operated successfully in 25 Kansas communities, helping to revitalize and preserve downtown districts. The Kansas program was reestablished in 2020, and once again offers resources and tools to breathe new life into historic commercial districts.
- USDA's [Downtown Revitalization](#) webpage includes case studies and a list of **funding resources**.
- [50 Best Small Town Downtowns in America](#) is a 2015 article in *Best Choice Reviews*.
- [40 of the Best Main Streets in America You Need to Visit](#) is a slide show of images from an article in *Country Living* magazine.
- HGTV's [Home Town Takeover](#), available for viewing online, is an 8-episode television series featuring 12 renovations designed to revitalize the small town of Wetumpka, Alabama, population about 7200. Episode 8 is a retrospective highlighting the logic behind selecting renovation projects that will have the biggest impact on the whole community.

LAND USE GOALS

Policies & Regulations

- Consider establishing a policy that requires a **No Protest Agreement** between the City and any landowner outside the city limits, before they can connect to City utility services.
- Consider establishing **Site Plan Review standards** for both commercial development along K-15 and interchange-oriented commercial development near the I-70 interchanges.
- Update the City's Zoning Regulations to:
 - Allow **accessory dwelling units (ADUs)**
 - Address tiny homes
 - Address preservation of **historic homes & neighborhoods**
- Update Subdivision Regulations to address walkable versus cul-de-sac neighborhood design.
- Develop policies and utilize the **City's Development Incentives programs to encourage renovation** of the upper-floors of Abilene's downtown buildings into **loft apartments**.

Annexation

- Consider **annexation** of any developed land outside of the City that is adjacent to or quite near the city limits.
- Continue to expand Abilene's boundaries around both I-70 interchanges, particularly at the **Fair Road interchange**, in order to establish and maintain local control over the character of development there.

Land Acquisition

- Plan ahead to **acquire land that might be needed for any future municipal facilities**, especially a **new Fire Station and parks**.
- Plan to acquire land for a **west-side park**, possibly suitable for sports fields.
- Plan to acquire land for an **east-side park**. Consider land along a stream for a linear park with a pathway, or land in a floodplain.
Include a **minimum of five acres of land for a new Dog Park**, walkably adjacent to the Linear Park pathway. Ideally, a Dog Park should have well-drained turf, mature shade trees, a good access road, space for sufficient parking, and be far enough from residential development to avoid noise conflicts.

Downtown & Streetscapes

- Implement a **parking study of downtown Abilene**, to determine if existing parking is excessive to need or not.
- Pursue discussions with KDOT to **reduce K-15 in Abilene from four lanes to three**, at least downtown, and possibly from North 14th Street all the way to South 7th Street.
- Develop a **streetscape plan for downtown Abilene**, which can be implemented in phases, to **prioritize the pedestrian experience** over vehicle traffic.
Add **wider sidewalks, curb extensions to support shorter and safer crosswalks, street trees, improved ADA accessible parking, street furniture like benches and bike racks, pedestrian scale ornamental lighting**, and perhaps some small-scale **outdoor dining**.
- Consider **green infrastructure solutions for needed drainage improvements**, particularly downtown.
- Develop a **pedestrian-oriented wayfinding signage system** for use downtown.

Streets

- Plat any new **neighborhood streets to be as narrow as fire-fighting equipment access allows**, in order to calm vehicle traffic speeds and keep residential neighborhoods comfortably walkable.

Housing

- Encourage development of **both single-family and multifamily housing**, including townhomes, patio homes, duplexes, triplexes, apartment buildings, and accessory dwelling units (ADUs).
- Encourage **updating of Abilene's smaller homes** for use by one- or two-person households, especially young adults and down-sizing empty-nesters.
- Encourage development of a variety of **low-maintenance and accessible homes**.
- Maintain an array of **diverse housing options at a range of price points**.
- Encourage development of a higher percentage of more dense, urban-style neighborhoods in proportion to large-lot suburban developments.
- Discourage scattered large-lot residential housing and instead prefer to **establish platted rural subdivisions**.

Industrial

- Consider developing an **industrial park** in the area of the I-70 interchange at Fair Road, with pad-ready sites.

CHAPTER 7. Regulatory Tools

A community's planning goals are implemented in a variety of ways, including the use of regulatory tools. This chapter provides an overview of such tools—Zoning Regulations, Subdivision Regulations, Construction and Environmental Codes, Annexation, Extraterritorial Jurisdiction, and Site Plan Review.

While Abilene does not currently utilize the last two options, Planning Commissioners and other City leaders should nevertheless be familiar with all of their potential regulatory resources.

By statute, a city's Planning Commission is directly involved with the development and administration of Zoning and Subdivision Regulations, can recommend other local codes, and makes recommendations to the City Commission on annexation decisions.

Zoning Regulations

The goal of zoning should be to ensure high standards for development, without unduly restricting private initiative or causing excessive development costs.

Zoning Regulations protect property values by ensuring that residential, commercial and industrial land uses are located in compatible arrangements which prevent conflicts. **Zoning seeks to *prevent* conflicts between adjacent land uses, and is the major tool for resolving conflicts which do occur.**

Zoning can help maintain the rate of development at a pace which can be sustained by the community's infrastructure of public and private facilities and utilities.

Zoning regulations establish residential densities, by specifying standards for building setbacks from property boundaries, as well as requirements for maximum building height and maximum lot coverage. They establish standards for required parking spaces, and for the size and location of signs. They regulate accessory structures and uses, and home occupations.

Zoning regulations in Kansas are **not retroactive** and, therefore, they are not effective in cleaning up past mistakes—except over very long periods of time, by the gradual demise of lawful nonconforming uses (grandfathered-in land uses). This is why it is **important to adopt and enforce appropriate zoning *before* problems occur.**

Legislative Capacity and Quasi-judicial Actions: When a city adopts new zoning regulations or makes revisions to existing regulations, it is acting in a ***legislative*** capacity. Since a 1978 court case, cities in Kansas have been required to act in a ***quasi-judicial*** manner when holding a hearing and deliberating on an application for rezoning of a specific parcel of land.

To act in a **quasi-judicial** manner, the **Planning Commission is required to make its recommendations based on findings of evidence and an issue oriented analysis, in order to prevent arbitrary and capricious zoning decisions. The Governing Body is held to the same standards.**

If the Governing Body chooses to differ with or amend the recommendation of the Planning Commission, it may not do so arbitrarily. It **must support its decision by determining its own findings and analysis**, and either override the Planning Commission's recommendation by a two-thirds majority vote, or by a simple majority vote return the recommendation to the Planning Commission to be reconsidered.

Reasonableness: The Governing Body must establish specific **factors** on which zoning decisions and special use cases are to be determined. According to K.S.A. 12-757(a), the governing body *"...shall establish in its zoning regulations the matters to be considered when approving or disapproving a zoning request..."*.

Court tests of zoning cases are based upon the "reasonableness" of the City's decision. Any zoning amendment (for instance, to change a zoning district classification or boundary), is legally **presumed to be reasonable if it is in accordance with a land use plan or the land use element of a comprehensive plan.** Having a good land use plan within this *Comprehensive Plan* is a key component of the City's defense, should one of its zoning decisions ever be challenged in court.

BOARD OF ZONING APPEALS (BZA)

Any city which enacts zoning regulations must create a Board of Zoning Appeals. Under K.S.A. 12-759, cities may establish boards of three to seven members who serve staggered three-year or four-year terms. When a city exercises zoning only inside the city limits, as Abilene does, all members must reside inside the city limits. For a city with extraterritorial zoning, at least one member of the BZA must reside outside the city.

Kansas statutes permit the members of a Planning Commission to be concurrently designated as the Board of Zoning Appeals, and Abilene has chosen to do so. Abilene's Planning Commission/ BZA members are appointed by the Mayor, with the consent of the City Commission. They serve three-year staggered terms.

Any appeal of a determination by the Zoning Administrator is decided by the BZA. An appeal from a decision of the BZA can be made only to the County District Court, and must be made within 30 days. The BZA also has the authority to grant variances, to permit modifications in such standards as the maximum height of a structure, in building setbacks, or in minimum lot sizes.

Subdivision Regulations

Subdivision regulations are another important method of controlling the development of land. As required by K.S.A. 12-749(a), **a city must have adopted a comprehensive plan before it can adopt subdivision regulations.**

Subdivision Regulations specify the standards and conditions under which a tract of land can be subdivided. They set standards for the arrangement and design of streets, utility easements, lots, block sizes, open space, installation of public improvements, and proper drainage.

Subdivision Regulations may stipulate requirements for street lighting, sidewalks, and water supply and sewage disposal systems, among other things. They may encourage the dedication or acquisition of land for schools, parks, open space, or other community facilities within the new subdivision.

Subdivision Regulations also provide a framework to establish a working arrangement between the City and developers—to accept **dedications** of land within a development for future public facilities, to guarantee to the City the installation of necessary **public improvements** such as streets or sidewalks, and to allow for the use of **impact fees** to mitigate the City's costs of providing public utilities and services for the new development and other nearby areas which are benefited.

When a standard in the Subdivision Regulations is less restrictive than a standard in other applicable regulations or codes, the most restrictive requirement applies. However, in rural areas, **interim standards** on water supply, sewage disposal, and future easements may be applied temporarily, until urbanization is a reality.

According to K.S.A. 12-749(a), a city may extend its **Subdivision Regulations extraterritorially**. This arrangement recognizes that cities are the main providers of urban utilities in most counties, and logically should be able to administer the initial design and construction of utility services, even outside current city limits. Extraterritorial enforcement of Subdivision Regulations also increases a city's ability to ensure that new streets tie properly into the existing urban street system.

Abilene's current Subdivision Regulations apply only within the city limits. The City has no Extraterritorial Jurisdiction.

When Abilene's Subdivision Regulations are next updated, consider revising them to support and encourage development of **accessory dwelling units (ADUs)**, such as garage apartments or granny flats. ADUs allow both a primary and a secondary but independent home on one residential parcel, and are becoming increasingly popular as more and more families become multi-generational.

Construction & Environmental Codes

Various construction and environmental codes are the tools used to maintain minimum construction standards, to remedy substandard housing, and to deal with sanitary and nuisance conditions. Codes also establish the process for permit approval for construction projects, determine standards for licensing contractors, and create enforcement procedures for inspections and appeals.

Codes are generally administered and enforced by trained municipal staff specifically assigned those duties, typically a Code Enforcement Officer.

City Extraterritorial Codes If a city has extraterritorial jurisdiction for their subdivision or zoning regulations, they have authority to enforce city building codes outside the city limits (see K.S.A. 12-751(b)). A petition procedure permits 20% of the electorate to require an election to be held to decide whether the adopted extraterritorial building codes should be retained. If building codes are removed by such a vote, they cannot be reestablished for at least four years.

County Codes A county can adopt construction and environmental codes for all its unincorporated area, or for a defined area around a city. Counties may also adopt a city's codes by reference for an area around the city, or a city may adopt its county's codes by reference. Either the city or county may perform the administrative functions needed, as may be jointly agreed.

The City of Abilene enforces its own codes within the city limits, and Dickinson County enforces its County codes in the Planning Area outside of Abilene.

TYPES OF CODES

A variety of building, construction, and environmental codes play a role in protecting the health, safety and welfare of the public and their property. **Codes establish minimum standards** which, over time, help to upgrade and maintain the quality of the community's building inventory, in turn improving the quality of life and the city's tax revenue base.

Model Codes Typically, national or international model codes are adopted by reference, sometimes with specific amendments to address unusual local conditions. Model codes are developed by independent standards organizations, which regularly update their codes to deal with the latest in building materials and techniques.

It is generally far more cost-effective to adopt a model code, than to invest municipal resources in writing and regularly updating a local code. Also, contractors are already familiar with most model codes, but may be reluctant to work in a community with its own idiosyncratic requirements.

Building Codes govern the construction requirements for all types of buildings, by regulating their design, methods of construction, quality of materials, types of use, degree of occupancy, site location factors, and certain equipment required for their construction and operation. **Energy-efficiency** requirements and **historic preservation standards** may also be incorporated in building codes.



example: Building Code violation



*example:
Plumbing Code
violation*



*example:
Electrical Code
violation*



*example:
Sanitation
Code violation*

Plumbing Codes are responsible for regulating both potable water carrying systems and sanitary sewers.

Electrical Codes safeguard persons, buildings, and their contents from hazards arising from the use of electricity in new and remodeled structures.

Mechanical Codes serve to protect individuals and property by controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, and refrigeration systems, as well as incinerators and other heat-producing equipment.

Fire Prevention Codes prescribe regulations for safeguarding life and property from the hazards of fire and explosion. They set safety standards and attempt to prevent fires from starting and spreading. They are a factor in fire insurance ratings.

Sanitation Codes regulate a wide range of health concerns including sewage disposal, water supply, abandoned and inoperable vehicles, pest and animal control, and environmental features in and around buildings, such as outside storage, that often lead to health hazards and blighting conditions.

Dangerous Structures Ordinances require the repair or removal of dangerous and unsafe structures by the owner or the City.

Housing Codes prevent overcrowding, and maintain minimum health and safety features in dwellings. They are concerned with the quality of the residential environment, and affect the upkeep and maintenance of existing dwellings. They can be enforced as a response to regular house-to-house inspections, or complaints, or be triggered by a change in ownership or renter.

Weed Mowing Ordinances establish a maximum standard for the height of vegetation outside of planting beds. Typically, if the owner does not keep vegetation within required limits, the City will mow, and then assess the cost to the owner.

City Beautiful Ordinances are a method of removing or causing the repair of unsightly and blighted structures in order to promote beautification. They can apply to both principal and accessory structures. Such ordinances are often combined with housing code minimum standards.

Manufactured Home Park Codes cover such items as water supply, sewage disposal, drainage, and street and parking facilities in manufactured home parks, density, open spaces and recreational areas, refuse disposal methods, and utility connections. Manufactured Home Park Codes may also be written to include **recreational vehicle campgrounds**.

Manufactured Home Park Codes cannot control the actual location of manufactured home parks, or the locations of individual manufactured homes scattered in a community, since this can only be accomplished by zoning regulations. However, since Manufactured Home Park Codes are adopted as health and safety codes, they are not limited by the grandfather clause inherent in the administration of zoning regulations, and so can be used to upgrade existing parks.



*example:
Dangerous
Structure
violation*

MANUFACTURED, MODULAR, & PREFAB HOUSING

Manufactured, modular, and prefab homes are all forms of housing constructed in factories. A manufactured home may cost about half the per square foot cost of a site-built dwelling. Provided they meet local construction codes, modular and prefabricated units are usually permitted by zoning regulations anywhere that site-built housing can be constructed.

HUD Code In 1974, the U.S. Congress changed the name "mobile home" to "manufactured housing". A **nationwide certification process was initiated in 1976** by the U.S. Department of Housing and Urban Development, which set standards for all such housing under the federal Manufactured Housing Construction and Safety Standards Act, otherwise known as the **HUD Code**.

Homes which do not meet the HUD national standards, almost all of which were built prior to June 15, 1976, are still referred to as "mobile homes".

Manufactured homes which are certified under the HUD Code override any local construction codes, except for the manner in which they are installed—that is, hooked up to utilities, skirted, placed on a permanent foundation, or anchored.

Kansas Standards The Kansas Legislature passed the extensive Kansas Manufactured Housing Act in 1991 as K.S.A. 58-4201, et seq. Kansas also has statutes requiring the state architect to establish tie-down design standards under K.S.A. 75-1226, et seq. The state does not enforce tie-down standards locally, but instead regulates their design at the manufacturer.

Residential-design Manufactured Homes In K.S.A. 12-742 and 763, effective January 1, 1992, the Kansas Legislature adopted mandatory provisions for a "residential-design manufactured home". Such homes must meet the minimum standards of the HUD Code, be at least 22 feet in width, have a pitched roof, have siding and roofing materials customarily used on site-built houses, and be placed on a permanent foundation. These statutes do not preempt or supersede valid **restrictive covenants** running with the land.

Additional architectural and esthetic standards may be adopted in local zoning regulations to ensure the compatibility of residential-design manufactured homes with site-built housing. However, **zoning regulations which exclude residential-design manufactured homes from single-family residential districts solely because they are manufactured homes cannot be adopted or enforced in Kansas.**

Because of the similarity of lot sizes needed, **multiple-wide manufactured homes** are sometime accommodated in neighborhoods of site-built homes. Their shorter length permits them to be oriented parallel to the street.

However, the longer 70' to 90' **single-wide manufactured homes** pose a problem in neighborhoods of site-built homes. If placed parallel to the street, they create a wide frontage which significantly increases the cost of utilities and streets. If placed perpendicular to the street and intermixed with site-built houses, the extension of the manufactured home into the rear yard tends to reduce the open space and privacy of adjacent neighbors. In practice, single-wide homes are usually angled on the lot in order to permit more windows on one side to have some view of the street. The effect is to further cause some disorientation in the relationship of two dissimilar types of structures. In general, the intermixing of single-wide manufactured homes with site-built houses tends to depreciate the value of the site-built houses.

EXISTING CODES FOR ABILENE

The City of Abilene adopts the following standard codes, and amends them as necessary to make them specific to Abilene's conditions and needs.

- International Building Code
- International Residential Code
- International Existing Building Code
- International Plumbing Code
- International Mechanical Code
- International Fuel Gas Code
- International Property Maintenance Code
- National Electric Code

Model codes are typically updated every two years. Abilene's latest Building Codes are available online.

Dickinson County's current adopted codes apply to all unincorporated areas within Dickinson County, including all of the Abilene Planning Area outside of the City's boundaries.

Community Questionnaire participants were asked if regulations or enforcement of the following issues needed to be stronger.

Do City regulations or enforcement need to be stronger?						
	Yes		No		Don't Know	
Unkempt Vacant Lots	71	66%	24	22%	12	11%
Poorly Maintained Housing	70	65%	22	21%	15	14%
Dilapidated Outbuildings	67	63%	18	17%	21	20%
Unsightly Outdoor Storage	65	61%	24	23%	17	16%
Inoperable Vehicles	62	58%	26	24%	19	18%
Loose / Stray / Feral Cats	36	34%	41	38%	30	28%
Loose / Stray / Feral Dogs	28	26%	47	44%	32	30%
Noisy Neighbors	22	21%	46	43%	38	36%

Annexation

Annexation is the process by which a city expands its boundaries, in order to manage its physical growth in a sensible, predictable, and fiscally responsible manner.

Annexation brings property which has been under the jurisdiction of a county into the jurisdiction of a city. It is generally applied to land that is developed or about to be developed, and which uses or will use the city's utilities or other services.

Annexation allows a city government to exercise the regulatory authority necessary to protect public health and safety in peripheral urbanizing areas. It also ensures that residents and businesses who benefit from access to a city's facilities and services share fairly in the tax burden associated with constructing and maintaining those facilities and services.

Ideally, annexation occurs with the consent of the property owners involved. Unilateral annexation by a city is also an option, though it is more time consuming and complex than a consent annexation.

Note, a "[Resolution Declaring the Boundary and Limits of the City](#)" is not, in and of itself, an annexation. It is simply a way to clarify accumulated annexations, and describe, for the record, the entire city limits at a specific point in time.

An **annexation**, in order to be valid, must follow one of the following processes as outlined in Kansas state statutes.

ANNEXATION IN KANSAS

State statutes governing annexation in Kansas were revised in 2005, making the process more complex and very detailed. K.S.A. 12-520 through 12-520(c) stipulate a variety of conditions that must be met before a city can annex land, mostly having to do with public ownership, agricultural use, fire districts, and with how contiguous the proposed annexation is to existing city boundaries.

Platted areas of any size which adjoin a city are the most eligible for annexation. Limitations exist on unplatted land over 21 acres in size. Unplatted agricultural land of 21 acres or more must have the consent of the landowner.

When property which does not adjoin city limits is annexed, it is termed an **island annexation**. In Kansas, such property may be annexed without a formal hearing by the county, but only if the property is *city-owned*. For such property that is *not* owned by the city, even if the landowner consents, annexation must be approved by the Board of County Commissioners.

Whether a proposed annexation does or does not meet any of K.S.A. 12-520's conditions for annexation, **a city has the right to petition** their Board of County Commissioners to consider an annexation. Under K.S.A. 12-521, the Board of County Commissioners must consider the matter at a **quasi-judicial hearing**, where the Board is required to make its findings based on a preponderance of evidence.

PETITION OR CONSENT ANNEXATION

A property owner may petition a city to have their property annexed, or may consent to annexation when approached by the city. Annexation is generally a straightforward process under either of these circumstances.

Cooperation often occurs as a result of a **No Protest Agreement**, also known as a *Waiver of Annexation*. Most cities require a landowner to sign such an agreement before allowing municipal utilities to be extended to serve property outside the city limits. In a *No Protest Agreement*, the property owner agrees not to oppose current or future annexation, as a condition of receiving municipal utilities or other city services. Without such an agreement, annexing land after development takes place can be very difficult and costly for a city.

In general, the City of Abilene does not require *No Protest Agreements* before providing utilities to properties outside the city limits.

UNILATERAL ANNEXATION

A city can unilaterally annex land, without the cooperation of all affected property owners, but the process is long and difficult.

For a unilateral annexation in Kansas, K.S.A. 12-520a requires extensive notification to public agencies in the area, including any city, county or regional planning commissions with jurisdiction. In the case of Abilene, this would involve both the City and the County Planning Commissions, which would each be required to review the proposed annexation and make a finding of its compatibility or incompatibility with any adopted comprehensive plans or other land use plans.

K.S.A. 12-520b requires the City to have a **plan for providing appropriate public facilities and services** to annexed properties. The plan must describe the extent of public improvements, their financing, and provide a time-table to ensure that facilities and services will be available when needed. The plan must be in "*sufficient detail to provide a reasonable person with a full and complete understanding of the intentions of the city for each major municipal service*".

K.S.A. 12-531 and 532 establish a procedure for **deannexation** of unilaterally annexed land. Three years after a unilateral annexation, county commissioners are required to hold a hearing to determine if city services have been provided as required. If services have not been provided within two and one-half years following the hearing, the county may order the city to deannex the land.

Resource: Annexation in Kansas: A Manual Concerning the Annexation Powers and Duties of Cities (2015 Edition) is published by the League of Kansas Municipalities. Among other things, it provides samples of plans for extensions of municipal services, and various procedural forms.

Extraterritorial Jurisdiction

Abilene currently has no extraterritorial jurisdiction, for either its Zoning or its Subdivision Regulations. Nevertheless, City leaders should be aware of the option.

Kansas statutes (*K.S.A. 12-715b et seq.*) allow a city to extend regulatory control beyond its boundaries, through zoning regulations, subdivision regulations, building codes, and floodplain regulations, within three miles of its city limits—but only if the county does not choose to assume the responsibility.

A city's extraterritorial jurisdiction is the area of land beyond the city limits, in which the city's zoning or subdivision authority is exercised. Dickinson County allows cities in the county to have extraterritorial jurisdiction if they so desire.

There is an **exemption for agricultural uses and related agricultural structures**. Cities are not authorized to adopt regulations outside the city which apply to or affect *"...any land in excess of three acres under one ownership which is used only for agricultural purposes"*. This exception, however, does *not* apply to floodplain regulations in areas designated by FEMA as floodplain.

If a City administers Zoning or Subdivision Regulations in an extraterritorial jurisdiction, **at least two members of the City Planning Commission must reside outside of the city but within three miles of the city limits.** (See *K.S.A. 12-744.*)

In general, a city's extraterritorial jurisdiction may extend for a maximum of three miles outside the city limits, but not more than one-half the distance to another city, nor into another county, nor beyond the City's Planning Area as designated in its approved Comprehensive Plan.

EXTRATERRITORIAL ZONING REQUIREMENTS

Before a City can implement extraterritorial zoning, its Zoning Regulations must authorize it, and incorporate provisions to apply it. Section 1-4 of Abilene's Zoning Regulations authorizes the option of extraterritorial zoning, but the City has not yet chosen to apply it.

A city must notify the board of county commissioners of its intention to adopt extraterritorial zoning regulations, in writing, 60 days before initiating such regulations by ordinance.

Joint Planning Option A rarely used alternative to accomplish extraterritorial zoning is to establish a joint, metropolitan or regional planning commission that includes both the city and the county. In such a case, the land proposed for extraterritorial zoning has to have been included in a comprehensive plan which was recommended by one of those two planning commissions, and which was then approved by either the city governing body or the board of county commissioners.

EXTRATERRITORIAL SUBDIVISION REQUIREMENTS

According to *K.S.A. 12-749*, a city planning commission may apply subdivision regulations to land outside of but within three miles of the city limits, provided such land is in the same county, and does not extend more than half the distance toward another city which has adopted subdivision regulations. A county may establish subdivision regulations for all or for parts of the unincorporated areas of the county.

If both a city and county want simultaneous subdivision jurisdiction in the same area, a joint city-county subdivision committee may be formed. According to *K.S.A. 12-750(a)*, such a committee must be composed of at least three planning commission members from both entities, who then adopt and administer mutually agreed upon regulations. This is generally considered to be an extremely cumbersome method of subdivision regulation, and is rarely used in Kansas.

Site Plan Review & Approval

Currently, Abilene has not adopted any Site Plan Review standards, and has no Site Plan Approval process in place. City leaders should nevertheless be aware of the option.

A Site Plan is a detailed drawing that shows how a parcel of land will be developed. Site Plan Review is the process of reviewing site plans to ensure that the proposed land use meets the community's specified design standards. Site Plan Approval is typically required for all new development, except for single-family dwellings and certain duplexes.

Authority State statute K.S.A. 12-755(a)(4) allows for Site Plan Approval to be authorized in a community's Zoning Regulations, in order to *"control the aesthetics of redevelopment or new development"*.

Site Plan Review (SPR) is intended to maintain and enhance the quality of a city's built environment. SPR can help improve the livability of neighborhoods, express community identity, preserve a sense of place, and contribute to a positive community image. Properly applied SPR standards can enhance the appearance of commercial areas, screen undesirable views, and improve relationships among non-compatible land uses. Over time, the Site Plan Approval process can increase property values and improve quality of life for the entire community.

Applicability SPR typically applies to all new development except single-family dwellings or duplexes which are not contained in a courtyard setting. SPR also applies to extensive alterations of existing sites and structures. SPR Criteria generally apply only to those parts of a development project which can be seen from public rights-of-way, such as building exteriors, accessory structures, parking areas, outdoor lighting, and landscaping.

Design Criteria: Written and illustrated Design Criteria may be adopted, to establish the esthetic standards utilized during the Site Plan Review process. Design Criteria can include both streetscape criteria which address improvements in the public rights-of-way, and other criteria which address design elements that may be used on private property.

Design Criteria are **not** intended to impose inflexible rules of style, size, material, or color on private and public spaces. Rather, design choices must be based on sound fundamental principles of successful planning, and then adapted to the specific needs of Abilene.

Site Plan Review Committee: The Planning Commission is responsible for reviewing and making final decisions on all site plans submitted for approval. However, the review process can be facilitated by use of a Site Plan Review Committee, tasked with making recommendations to the Planning Commission. Such a Committee usually includes members of the Planning Commission, as well as a selection of local residents with backgrounds in design or construction.

Plans for a proposed project, whether new construction or significant renovation, are reviewed from the perspective of how the exterior of the building and the design of its site visually impact the community, as well as how it accommodates vehicle and pedestrian traffic, parking, utilities, drainage, trash services, emergency vehicle access, and other features.

Site Plan Approval often **helps make development possible**. By clearly specifying the required conditions for a project, it ensures that new development is compatible with the character of the community, and will contribute to the Abilene's future quality of life.

CHAPTER 8. Resources

In order to implement the goals of this *Comprehensive Plan* over the next twenty years, Abilene's Planning Commission members and Governing Body will need to be aware of available resources of information and funding.

Though resources change over time—existing programs may be ended or defunded, and new programs may begin—this chapter will provide an overview of some of the state, regional, and national programs that are often useful in helping Kansas communities achieve their planning goals. This is not intended to be an exhaustive list, but rather to demonstrate the range of available possibilities.

Background on existing programs, information resources, and potential funding options are organized within this chapter under the following general headings:

- Seeking Grants
- Regional Cooperation
- Housing
- Economic Development
- Pedestrian/Bicycle Transportation Programs

Seeking Grants

Grants are available from both public and private sources. Public funding may include local capital improvement funds, bond referendums, or state and federal grant programs. Federal and state grants are often matching grant programs, and require partial local funding of each project. Private funding sources may include grants from foundations, land acquisition with the help of land trusts, or corporate sponsorships of specific projects or special events.

Some grants are available only to governmental entities, and some only to private nonprofits—so having a strong and active partnership between the City and local nonprofit organizations offers access to the greatest range of funding opportunities.

Competition for grant funding is fierce. The advantages of procuring outside funding should always be weighed against the sometimes substantial costs of grant research, selection, preparation, submittal, and administration.

To successfully compete for grant funding, carefully select projects that are well matched to the specific criteria of each grant. Be prepared to budget funds for either staff time for grant proposal preparation, or to employ a professional grant writer.

Ideally, funds for the City's portion of matching grants should be pre-approved by the Governing Body, so they are readily available when needed. If a City is willing to raise their percentage of matching funds even a little beyond a grant's required minimum, the likelihood of winning the grant may increase substantially.

To help grant seekers navigate the hundreds of thousands of potential grants available in the U.S. in any given year, there are any number of online grants search websites available, most of them basing their data on Form 990s filed with the Internal Revenue Service. Some are free, but most require a monthly fee.

Two websites that offer more than Form 990 data are [Candid](#) and [GrantStation](#). Other options include [FoundationSearch](#), [Grants.gov](#), [Kansas GrantWatch](#), the [Rural Health Information Hub](#), and [GrantFinder](#). Training in grant writing is available from organizations such as [The Grantsmanship Center](#).

Abilene is a member of the National League of Cities, which also provides grant information to members.

Regional Cooperation

Some factors impacting a community's economic development extend beyond planning area boundaries into a regional context. In particular, communication systems and transportation systems must be considered from a larger perspective. Environmental issues are also usually regional in nature—including air quality, water quantity and quality, and drainage and flooding.

Rather than having communities undercut each other as they compete for economic opportunities, **economic development** is most successfully achieved through cooperation on a regional level—with other governmental entities, with regional agencies, and with private organizations. Such **joint undertakings** can reduce the cost of providing a facility or service individually, improve its quality, and often make a project or program possible which would not be economically feasible if supported only by a single city. Regional cooperation is also sometimes an eligibility requirement of various state and federal grant programs, or may qualify grant recipients for added financial incentives.

The City of Abilene is indirectly represented in many regional organizations by the Dickinson County Board of Commissioners, whose members often serve on the boards of such organizations.

In order to effectively manage regional issues, many state and federal agencies operate by regional divisions. In addition, cities and counties often cooperate across political boundaries by utilizing **intergovernmental agreements**.

The **Interlocal Cooperation Act**, *K.S.A. 12-2901 et seq.*, is the principal statute which authorizes cooperation between public agencies and private groups for specific public improvements and services. Such interlocal agreements require the approval of the State Attorney General, and must be filed with the Secretary of State and recorded with the County Register of Deeds.

REGIONAL ORGANIZATIONS

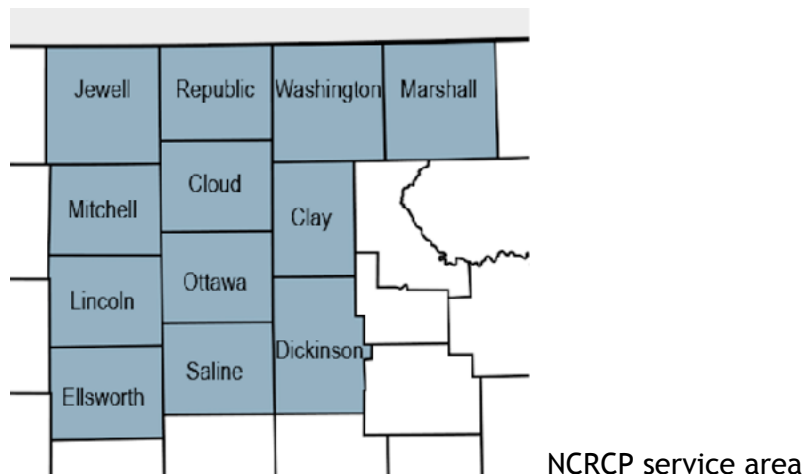
Community Foundations are 501(c)3 philanthropic nonprofit corporations that provide a legal vehicle for local residents to make charitable gifts back to their communities. They offer a variety of grant opportunities.

The Community Foundation of Dickinson County was founded in 1999. With over \$21 million in assets, the Foundation has provided over \$14 million in grants and scholarships to area nonprofits, local governments, schools and students.

The Chisholm Trail Extension District, which serves both Dickinson and Marion Counties, is headquartered at 712 South Buckeye in Abilene. The extension service is a partnership between Kansas State University and federal, state, and county governments, with offices serving every Kansas county. The Extension Service does not write applications or provide grants, but often provides **training programs for officials and civic leaders** on the "how to" of community development. They offer classes and technical information that can enhance economic viability and quality of life.

KSU Extension also administers the **First Impressions** program, which helps communities learn about their strengths and weaknesses through the eyes of a first-time visitor. Trained volunteers from a comparable community visit unannounced, and evaluate appearances, access to services; friendliness, and other community attributes. They follow standardized review procedures to document their visit and report on their findings.

The North Central Regional Planning Commission (NCRPC) is headquartered in Beloit. It partners with 83 cities in 12 north central Kansas counties, including Dickinson County. It supports programs that help member cities, counties, rural utilities and nonprofits with infrastructure, housing, technology, small business, and health and safety initiatives. The NCRPC has also helped members access millions in funding through the Homeland Security and Weatherization Assistance programs.



Dickinson County Economic Development Corporation, headquartered in Abilene at 203 NW 15th Street, is a local partner of the NCRPC. It works in partnership with local governments, community organizations and businesses to achieve economic development initiatives in the areas of business retention, expansion, recruitment and marketing; entrepreneurship; and community branding and marketing.

Housing

Over the course of the next twenty years, Abilene must both begin to improve its older housing and develop substantial amounts of new high-quality housing of various types.

There are a number of resources available that could aid the City in pursuit of these goals.

- The federal HOME Investment Partnerships Program provides federal grants to state and local governments to create affordable housing. The program can assist with rehabilitation, rental housing, new construction, and home ownership targeted to low and moderate income families.

In Kansas, HOME funds are distributed through the Kansas Housing Resources Corporation. Their First Time Home Buyer Program provides forgivable loans to Income-eligible households that have not owned a home in the past three years.

Programs to help provide affordable mortgages for low and moderate income people are typically administered by the Federal Housing Administration (FHA) of the **U.S. Department of Housing and Urban Development (HUD)**, or the **Rural Development (RD)** office of the U.S. Department of Agriculture. RD also helps rural residents make health and safety repairs to their homes.

- Information on various types of HUD loans is available on the HUD Single Family Mortgage Programs website.
- Information on rural housing loan options is available on the RD Single Family Housing programs website.
- Information on multifamily housing loans for rural areas is available on the RD Multifamily Housing Programs website.

Economic Development

Cities have a vital interest in promoting their own economic development. Even though this is not a task which is typically the Planning Commission's responsibility, Planning Commissioners should be aware of the variety of economic development tools available to the City.

Many planning decisions have a profound impact on the local economy. From housing options, to infrastructure upgrades, to downtown streetscaping—planning decisions affect quality of life, which is fundamental to successful economic development.

GOVERNMENTAL TOOLS FOR ECONOMIC DEVELOPMENT

The City of Abilene offers a variety of economic incentives for eligible businesses, including Neighborhood Revitalization Programs, Community Improvement Districts, Industrial Revenue Bonds, and Property Tax Abatements. With the exception of the Neighborhood Revitalization Programs, all Incentives are subject to approval by the City Commission.

More information on [Abilene's Economic Incentives](#) is available on the City website.

Neighborhood Revitalization Program (NRP) This program is the result of an interlocal agreement among the City of Abilene, Dickinson County, and USD 435, to rebate a portion of property taxes in exchange for property or structure improvements in defined eligibility areas throughout the city. For qualifying properties, the NRP can provide a tax rebate on the incremental increase in property taxes that occurs after improvements valued at \$25,000 or more have been made to a structure or property.

Community Improvement Districts (CID) Under State law and City policy, when an eligible improvement project is planned, a property owner may petition the City to form a CID. One financing option allowed in a CID is the addition of a special sales tax, the proceeds of which must be used to cover the costs of eligible improvements inside the District. A CID sales tax may be as much as 2%, and may be applied for as long as 22 years.

Industrial Revenue Bonds (IRBs) These bonds are a potentially useful tool to encourage economic development and job creation. IRBs are issued by a government, but at the request of and on behalf of a private business, in order to support a specific project, such as the construction or expansion of a new manufacturing plant.

Since the bonds are issued by a government entity, they are tax exempt, and therefore the private business receives a lower interest rate on funds for startup. The business is responsible for repaying the IRB. The sponsoring government holds title to the collateral until the bonds are paid in full.

There are federal limits on the amount of IRBs that can be issued, and the uses to which the funds can be put.

- **Small Issue IRBs** are restricted to the construction, expansion, or renovation of manufacturing facilities. They are generally limited to \$1 million, but under certain circumstances that amount can go up to \$10 million.
- **Exempt Facility IRBs** have no size limits, but they can be used only for specific types of projects, such as water and sewer facilities, electricity and natural gas facilities, and certain types of rental housing.

Property Tax Exemptions Under various federal, state, and local programs, property taxes for certain property owners may be either eliminated or reduced. For instance, religious organizations and governments do not pay property taxes at all.

Other property owners may not be completely exempt, but may have their property taxes reduced by a specific percentage. For instance, veterans of the U.S. Armed Forces qualify for a partial exemption on taxes for their homes. Exemptions are often made for people over 65 years of age, for people with disabilities, and for agricultural properties.

Property Tax Funding for Recruiting Industry & Manufacturing Under K.S.A. 12-1617(h), cities are authorized to annually levy a property tax *"...for the purpose of creating a fund to be used in securing industries or manufacturing institutions for such city or near its environs..."*.

The proposed levy must be initially approved by the voters at a referendum, may not exceed one mill, and is not subject to the property tax lid. Monies may also be expended from the general fund; however, they would be subject to the tax lid.

Such funding should be used judiciously and strategically, but occasionally may be necessary for a successful business recruitment effort.

FEDERAL & STATE ECONOMIC DEVELOPMENT PROGRAMS

Some federal economic development programs are administered by state agencies. State economic development initiatives may create state programs, or simply enable local programs.

Community Development Block Grant (CDBG) Program:

This program distributes federal funds to Kansas cities and counties via the Kansas Department of Commerce. To receive funds, a project must meet at least one of three federally mandated criteria:

- Benefit low- and moderate-income individuals
- Remove or prevent slum or blight conditions
- Eliminate an urgent need created by a disaster, when local funds are unavailable

The State of Kansas receives an annual allocation for CDBG grants, which are distributed in four categories—Annual Competitive Grants, Economic Development Grants, Commercial Rehabilitation Grants, and Urgent Need Grants.

- **Annual Competitive Grants** Awarded annually, these grants apply to projects such as improvements to water, sewer, natural gas or electrical systems, fire protection, housing rehabilitation, demolition, bridges, community and senior centers, streets, architectural barrier removal, and public service activities.
- **Economic Development Grants** Business finance grants awarded to cities or counties are loaned in turn to private businesses that create or retain permanent jobs. Funding is also available for infrastructure improvements that directly create or retain permanent jobs. At least 51% of the jobs created or retained must meet HUD's low- and moderate-income standard.

- **Commercial Rehabilitation Grants** This is a relatively new CDBG program, designed to assist private business owners in rehabilitating downtown commercial buildings to stem the tide of decay. The buildings must house viable businesses that will carry on for-profit business activity.
- **Urgent Need Grants** Provided on an as-needed basis, these grants assist a local government to meet community needs created by a severe natural or other disaster that poses an immediate threat to community health or welfare, when no other financial resources are available.

Workforce Development Programs Federal funding under the Workforce Innovation and Opportunity Act supports state workforce development programs, which are available to employers at no cost. Workforce Center services may include job listings, applicant pre-screening, assessment testing, interview scheduling, veteran services, and current labor market data.

Rural Development Kansas Programs The United States Department of Agriculture (USDA) offers a number of programs through its Rural Development offices in each state, offering loans, grants and loan guarantees to support essential services such as housing, economic development, health care, first responder services and equipment, and water, electric and communications infrastructure. They also promote economic development by supporting loans to businesses through banks, credit unions, and community-managed lending pools.

- The **USDA Rural Development Summary of Programs** provides an overview of all available RD programs.

BONDS

Kansas Development Finance Authority (KDFA): KDFA is authorized to issue tax-exempt or taxable bonds for public and private educational facilities, healthcare facilities, and to finance affordable multifamily housing. It operates the **Beginning Farmer program** to provide start-up funding for agricultural businesses.

KDFA can also issue obligations for qualifying private activities, including energy and electric generation and transmission projects and facilities; education facilities; energy conservation improvements; manufacturing, warehousing, and distribution facilities; communication facilities; research facilities; transportation; corporate and management offices; and computer services.

KDFA works in partnership with other state departments to implement various low-interest tax exempt bond programs for municipalities, through five state revolving loan funds.

- ***Kansas Clean Water Supply Revolving Loan Fund Program*** for municipal and rural waste water systems (with KDHE)
- ***Public Water Supply Revolving Loan Fund Program*** which targets public drinking water systems (with KDHE)
- ***Transportation Revolving Loan Fund*** to provide financing for local road and bridge infrastructure improvements (with KDOT)
- ***Communications Revolving Loan Fund Program*** to upgrade communications equipment (with KDOT)
- ***Investments in Major Projects and Comprehensive Training Program (IMPACT)*** to issue bonds which provides funds for job training, and for major project investments for companies which are locating or expanding their business in Kansas (with Kansas Department of Commerce)

TAX INCENTIVES & TAX CREDITS

The State of Kansas provides a variety of tax incentives for business development, through income tax credits or deductions, property tax exemptions or abatements, and sales tax exemptions.

Historic Tax Credits Two tax credit programs are available for the historic rehabilitation of buildings in Kansas, both administered by the State Historic Preservation Office. These tax credits may be applied to the costs of rehabilitating a historic building, as long as the rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation.

- The Federal Historic Rehabilitation Tax Credit program provides a federal income tax credit equal to 20% of total qualified expenses for a building that meets the program's criteria.
- The State Historic Rehabilitation Tax Credit program provides a state income tax credit equal to a percentage of the qualified rehabilitation expenses. These credits can be used to offset income taxes, premium taxes, or privilege taxes payable to the State of Kansas.

RESOURCES

- Information on state economic development programs is available on the Kansas Department of Commerce Programs & Services web page.
- Information on economic development tools for Kansas communities is available from the *League of Kansas Municipalities*, in a 2013 publication called Economic Development Tools for Kansas Municipalities.

Pedestrian/Bicycle Transportation Programs

Surface Transportation Block Grants (STBG) Previous federal funding programs that supported development of the bulk of the nation's bike paths and pedestrian trails have now all been replaced with a **Transportation Alternatives (TA)** set-aside of STBG program funding.

In Kansas, federal STBG/TA set-aside funds are administered by the Kansas Department of Transportation. TA projects are selected through a statewide competitive process. For each fiscal year, KDOT allocates about half of its TA funds to projects in smaller Kansas communities.

Only entities with taxing authority, such as local governments or school districts, are eligible to apply for TA funds, although nonprofits can and often do partner with cities on TA projects. The TA program provides no money upfront but rather is a **cost reimbursement program**. TA funds may pay for up to 80% of eligible expenses, but local matching funds are required to pay for at least 20% of project costs.

Transportation Alternatives program projects can include on-road and off-road pedestrian and bicycle facilities, the conversion of abandoned rail corridors to railtrails, construction of scenic overlooks, and the preservation and rehabilitation of historic transportation facilities.

Certain **environmental projects** are also eligible for TA funding, including erosion control and stormwater mitigation activities, invasive species prevention, the construction of wildlife corridors, and billboard inventories and removal of illegal and non-conforming billboards.

For more information, see the KDOT Transportation Alternatives Program Guide 2020.

Safe Routes to School (SRTS) This is a federal program intended to make it safer for more children to walk and bike to school, thereby reducing childhood obesity, as well as the traffic accidents, wasted fuel, and air pollution that result from traffic congestion near schools. More information on the Safe Routes to School website and on the Kansas Safe Routes to School website.

A city or a school district can apply for 100% SRTS funding to plan, design, and build projects that improve the ability of students to walk and bike to school, for projects within about two miles of a school.

Eligible projects include sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bike parking, and traffic diversion improvements

SRTS also funds activities that encourage walking and bicycling to school, including public awareness and outreach campaigns, traffic education and enforcement near schools, and student training programs on bicycle and pedestrian safety.

School Zone Program The Kansas Department of Transportation (KDOT) funds a School Zone Program that can help towns with a population of fewer than 20,000 people improve their school zones with pavement striping, school zone signs, and reduced speed assemblies.

Walking School Bus Consider implementing a Walking School Bus program, which arranges for children to walk in groups, with adults along to supervise. The program can be as informal as a couple of families taking turns walking their kids to school—or as structured as a defined route with meeting points, a timetable, and a schedule of trained volunteers.

CHAPTER 9. Plan Implementation

This chapter reviews methods for implementing this *Comprehensive Plan*, and provides an **overview of Planning Commissioners' statutory responsibilities**.

City planning can be defined as a decision-making process which is expressed in the form of a plan. A plan typically **defines community goals** (physical, social and economic), and includes project proposals and policy statements, all aimed at the **broad objective of improving a community's quality of life**.

Policies are established principles and guidelines, intended to ensure that every important decision is made with long-term goals in mind.

- **Policy Resource:** The League of Kansas Municipalities provides sample policy statements on a variety of subjects, available to members on their website.

Leadership and organization are the keys to successful implementation of this *Comprehensive Plan*.

It takes a coordinated effort to successfully achieve community goals, so a good working relationship among governmental agencies, private organizations, potential developers and citizens is essential. Assigning specific responsibility for specific proposals is also crucially important—because in community-wide endeavors, "everybody's business" can easily become "nobody's business", and proposals can be forgotten.

FUNCTIONS OF A COMPREHENSIVE PLAN

This *Comprehensive Plan* provides direction on both short-term and long-range planning objectives, so it is specific in some matters and general in others. As individual planning situations are addressed over the course of the Planning Period, each will need to be considered based on conditions current at the time. Nevertheless, every decision should be rooted in the overall planning goals expressed in this *Plan*.

A basic purpose of planning is to help guide land use in an orderly manner, minimizing conflicts between various users of land. Planning ensures that community services are provided efficiently and economically. Compromise in the location of a community facility affects its efficiency, and therefore its long-term costs to local taxpayers. To prevent such compromises, the process of planning is a means of making better short-range decisions by relating them to long-range goals.

Among other functions, this *Comprehensive Plan*:

- Compiles information helpful to **City officials** when they establish policies and make planning decisions.
- Assists potential **developers** to understand long-range community intentions.
- Serves as a planning rationale for administering City Zoning and Subdivision Regulations, providing a basis for making decisions that are "**reasonable**" under the law and therefore defensible in court, and for reviewing plats in terms of their fit with City growth policies and the capacity of existing community facilities and infrastructure.
- Is often a **prerequisite** for applications to state and federal **grant programs** which could benefit the City and the Planning Area.
- Helps to coordinate planning efforts among the City of Abilene, USD 435, Dickinson County, the State of Kansas, and the federal government.

LEGAL BASIS

According to State statute K.S.A. 12-747, a planning commission is authorized to make a comprehensive plan for the development of a city, as well as any unincorporated territory outside the city which the planning commission believes is a constituent of the "total community of which the city is a part".

By statute, a comprehensive plan in Kansas must include information on existing conditions and trends related to land use, population, public facilities, transportation, economic conditions and natural resources, and must also include the commission's recommendations for development within the planning area. Statutes also allow for the inclusion of "any other element deemed necessary to the comprehensive plan".

Adoption & Approval Process

Adoption by the Planning Commission For a completed comprehensive plan to become effective, it must be formally adopted as a whole or in parts by a **resolution** of the Planning Commission, after a **Public Hearing** which has been properly advertised beforehand. Adoption must be based on a **majority vote of the total membership** of the Planning Commission. A certified copy of the adopted plan or part, together with a written summary of the Hearing, must then be submitted to the City's Governing Body with a recommendation for approval.

Approval by the Governing Body After receiving the certified copy of the *Plan* or part of the *Plan*, and a written summary of the Hearing (which can be unapproved Minutes of the Hearing), the Governing Body may choose one of three actions.

- The Governing Body may choose to **approve** the comprehensive plan as recommended by the Planning Commission, by publishing an **ordinance** of approval.
- By at least a 2/3 majority vote, the Governing Body may **override** the Planning Commission's recommendations.
- The Governing Body may **return** the *Plan* to the Planning Commission for further consideration, along with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

After considering the returned *Plan*, the Planning Commission may provide its reasons and resubmit its original recommendations, or submit an amended recommendation. The Planning Commission must deliver its recommendations to the Governing Body following the Commission's next regular meeting after receipt of the Governing Body's report, or else the Governing Body must consider the Commission's inaction as a resubmission of the original recommendations and proceed accordingly.

When the Governing Body receives a resubmitted *Plan*, it may, by a simple majority, either adopt the *Plan*, or revise and adopt the *Plan*, or it may choose to take no action.

Copies of the *Plan* An attested copy of an adopted and approved *Comprehensive Plan*, and any amendments to it, must be sent to all other taxing subdivisions in the Planning Area which request a copy of the *Plan*.

Annual Review & Amendments

In order to maintain the viability of the *Plan* under State statutes, **at least once each year the Planning Commission must review** or reconsider the *Plan* or any of its parts, and may propose amendments, extensions or additions to it. Amendments to the plan are made by the same procedures as required for the original adoption process, including a properly advertised public hearing.

By statute, an approved plan or part of the plan "... *shall constitute the basis or guide for public action to insure a coordinated and harmonious development or redevelopment which will best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as a wise and efficient expenditure of public funds.*"

Although the Kansas Supreme Court views the adoption and annual review of a comprehensive plan as a "legislative function", note that a plan is still a "guide", and **actual implementation must take place within the democratic processes of local government and other agencies.**

On a nationwide scale, comprehensive plans are assuming an **increasingly important role in land use litigation.**

A comprehensive plan must be consistent with the regulatory tools for its implementation, especially zoning and subdivision regulations. That consistence, or its lack, is often the crux of land use lawsuit decisions.

Planning Commission Responsibilities

The Abilene City Planning Commission was originally created in 1926, under Ordinance No. 628. According to City Code, the Commission must have seven members, all residents of the City of Abilene. Commissioners are appointed by the Mayor, with the consent of the City Commission.

Planning Commission members serve three-year staggered terms. The Commission operates under its adopted Bylaws, which have been approved by the Governing Body.

As the authorized agency under State statutes, the Planning Commission's major responsibility is to **prepare, adopt and maintain the *Comprehensive Plan***. The Commission should also undertake various responsibilities in implementing the *Plan*, including:

- **Review the *Comprehensive Plan* annually, as required by State statute**, and report its status to the Governing Body. Such annual reviews often result in only minor changes to the *Plan*, but it is recommended that a major review should be conducted at least once every five years, to update and revise goals and priorities.
[K.S.A. 12-747(d)]
- As required by K.S.A. 12-748, review public improvement, facility and utility projects to determine their **conformance to the *Comprehensive Plan***.
- Prepare, adopt and maintain **Zoning Regulations and Subdivision Regulations** for the City, by holding public hearings and making recommendations to the Governing Body.
- Hold hearings on proposed **vacations** of rights-of-way and easements, and make recommendations to the Governing Body.
- Review proposed **annexations**, and make recommendations to the Governing Body.
- Undertake development of **neighborhood or project plans**, to provide more detailed plans to develop new neighborhoods or rehabilitate older neighborhoods, or for special projects in the Planning Area.
- Assist the Governing Body on **special planning projects**, including economic development efforts, capital improvement planning, and grant applications.

COMMUNITY INVOLVEMENT

Public engagement in the planning process—not only by officials, but by individuals and groups of citizens, civic organizations and potential developers—is essential for a successful outcome.

Public participation should go beyond simply informing the public of planning activities. **Encourage feedback** from the public, so people can readily communicate their ideas about the kind of community they want to live in, and actively participate in the development and review of planning proposals.

Since plans and their implementation affect people and their property, it is extremely important that the planning process be conducted within an open democratic framework. To successfully implement *Comprehensive Plan* goals, pursue a variety of strategies to encourage public engagement, including:

- Conduct business and hearings in **open meetings**. Give adequate notice, and provide agendas. Encourage the public to voice their opinions and contribute their ideas. Take minutes, and make them available to the public.
- When preparing plans and considering regulatory decisions, specifically **involve affected individuals**, including residents and business owners.
- Make planning proposals, plans, reports, maps and regulations available on the City website. For people without internet access, printed planning documents should be available for review at City Hall.

NEIGHBORHOOD & PROJECT PLANS

Due to their large scale and long-range perspective, comprehensive plans are necessarily generalized. As specific areas approach the point of active development, the Planning Commission may require individualized neighborhood and project plans based on more current and specific information.

Neighborhood and project plans may serve simply as policy guidelines for future decisions, or they may be formally adopted with a public hearing process and approved as an element of the *Comprehensive Plan*.

A **neighborhood plan** typically analyzes in detail the land use, transportation, and public facility needs of a part of the Planning Area which poses unusual, difficult or new conditions. A neighborhood plan might deal with an area as small as a block or as large as a major segment of the Planning Area. They are often the first step taken in efforts to rehabilitate older neighborhoods.

Neighborhood plans can aid in making decisions on current and future land use proposals, capital improvement projects, and applications for zoning, subdivision plats, and annexations. They can also help facilitate a good working relationship between developers and area residents.

A **project plan** is a detailed description of the proposed development of a specific site for a particular purpose, such as a park, recreation area, public building, or industrial tract. They are often prepared as part of a grant application or bond issue, or as a result of funding becoming available from such sources.

Neighborhood and project plans often focus on a community's historic downtown, on specific business districts or residential neighborhoods, or on areas being considered for annexation. In their simplest form, they may consist of simply a drawing and a short explanatory report. More complex issues or areas, however, may require a more complex plan.

Property owners and potential developers who may be affected by such plans should always be invited to participate in their preparation.

CAPITAL IMPROVEMENTS PLAN (CIP)

Financing and constructing public improvement projects is a complex process. A Capital Improvement Plan is a long-range fiscal management tool which is used to establish the priority, timing, cost estimates and funding sources for public physical improvements, typically covering a period of four to six years.

A CIP does not deal with annually recurring **operating expenses**, except to note the effect which a new facility or improvement may have on future operating budgets. The current year of a CIP is the most detailed, and is often adopted as the City's capital improvements budget along with the City's annual operating budget.

A CIP is an essential tool for coordinating the sequence of financing and construction for any project involving joint funding, including public-private partnerships. Projects which incorporate funding from county, state or federal sources may require **scheduling at least several years in advance**.

A CIP is also an effective way to guide the direction and timing of **subdivision development**. This is particularly important in areas that have been unilaterally annexed by the City, where there are **stringent legal requirements for the timing of the installation of public improvements**.

Abilene has a Capital Improvements Plan. While Planning Commission members would not be directly involved with its preparation, they should understand how a CIP can support the implementation of a *Comprehensive Plan* and the community goals expressed in it.

PROJECT REVIEW

Once a *Comprehensive Plan* has been approved by the Governing Body, and its effectuating ordinance is published, K.S.A. 12-748 establishes a procedure for Planning Commission review of any public projects proposed in the *Plan*.

Any public improvement, public facility or public utility project recommended in the *Plan* **must be submitted to the Planning Commission for review**. Before the Governing Body may proceed with construction of the project, the Planning Commission must determine that the proposed project **conforms with the *Comprehensive Plan***. The Commission must make a determination **within 60 days**, or the project is automatically deemed to have been approved.

In the event the Planning Commission finds that the proposed project **does not conform** to the *Plan*, the Planning Commission is required to submit their findings in writing to the Governing Body. The Governing Body may, by a majority vote, choose to override the findings of the Planning Commission and proceed with the project. In this event, the statute states that the *Comprehensive Plan* **"...for the area concerned shall be deemed to have been amended"**. The Planning Commission should then proceed to revise and **formally amend the *Comprehensive Plan***, so that the Plan conforms with the approved project.

Zoning cases and plats should be reviewed by the Planning Commission to **determine their conformance** to the goals of the *Comprehensive Plan*, as should **projects in a city's capital improvement plan**.

K.S.A. 12-748(b) provides that if a project in a capital improvement plan is reviewed by the Planning Commission and found to be in conformance to the *Comprehensive Plan*, then no further Planning Commission review is necessary, except as may be required by zoning and subdivision regulations.

The Planning Commission's recommendations on zoning cases, plats and public projects are intended to enable the Governing Body to make **decisions that support long-range planning goals**, while retaining their final decision-making authority.

STATUTORY DEBT LIMITATION

Typically, under Kansas law, the bonded debt limitation for a city may be calculated by taking 30% of the total of a city's tangible assessed valuation, including its motor vehicle valuations. The combination of a city's general obligation and its special assessment debt may not exceed this number. Bonds issued for general sewer and water work, and revenue bonds, are not included in the debt limitation.

Abilene's debt limit is discussed in detail in Chapter 3 of this *Plan*. As of 2022, the City of Abilene's bonded debt was just 20% of the amount allowed under its debt limitation.

Good municipal management maintains a continuing effort to keep public facilities up-to-date, while not allowing the mill levy for indebtedness to fluctuate too greatly. Prudent financial planning will enhance Abilene's ability to reach the goals established in this *Comprehensive Plan*.

Taking Action

A number of planning goals for Abilene were established during the process of developing this *Comprehensive Plan*. Community leaders should **regularly review goals and priorities, and revise them as necessary**, based on their urgency and the availability of resources. This process is often incorporated into the Planning Commission's required annual review of the *Comprehensive Plan*, and the Governing Body's annual budgeting process.

As each goal is addressed, an action program will need to be developed for its implementation. An **action program** is a way to make sure that goals turn into reality, by describing specific tasks that must be achieved in order to reach each goal. To be effective, an action program must include clear-cut implementation information for each goal:

- **Define the tasks** necessary to achieve the goal
- Determine **who is responsible** for making sure each task is achieved
- Set a **schedule** and a **deadline**
- Assign **resources** (funding, staff, etc.) sufficient to achieve each task
- Establish **communication** hierarchies (Who needs to know what, how soon?)

For significant public projects, be willing to **spend time and effort on the early stages of the planning process**—it will pay off later in community satisfaction with the overall success of the final project. Making good decisions at each step in a logical process of design helps prevent costly revisions later, during construction. Engaging the services of design professionals to help throughout the planning process, as opposed to waiting until you are ready for construction drawings, is recommended.

CHAPTER 10.

Abilene's Planning Goals

This chapter provides an overview of Abilene's **comprehensive planning goals**. It is a compilation of the detailed planning goals incorporated throughout this *Plan*, as well as general policy and quality-of-life goals.

This chapter is intended as an aid to the City leaders and municipal staff who will be primarily responsible for seeing that these goals are implemented.

Planning goals must take into account the physical, social, economic and governmental needs of a community. Goals which are reasonable and well grounded, yet also purposeful and ambitious, can help **frame policies and focus decision-making**.

Meaningful goals will help Abilene hone its unique identity, which in turn will distinguish it from other communities, and enhance its ability to compete for residents, resources, and economic development.

COMMUNITY GOALS

Historic Preservation

- Continue to **preserve and creatively utilize Abilene's historic buildings**, and to **protect the character of the city's Historic Districts**.
- Apply for grants to complete an official survey of **Abilene's historic districts and properties**.
- Develop a **Preservation Plan** for Abilene's historic districts and properties.

Floodplain Regulations

- Continue to participate in the National Flood Insurance Program, and support regulations to **discourage inappropriate development in floodplains**.
- Update the City's Floodplain Regulations, incorporating higher standards to reduce flood insurance costs and provide greater flood protection.

Trees

- Continue to **plant new public trees** strategically to benefit the urban forest.
- Review and **update** the 1996 City Forestry Standards and Specifications. Add a policy addressing Memorial Trees, update the list of disease and insect problems, update the list of approved tree species to reflect current conditions, and revise curb and setback standards to allow street trees in the downtown area.
- Create a plan to **encourage trees in the downtown area**, particularly on any new curb extensions.
- As the City's public trees age, support a program of **regular maintenance pruning** to keep them healthy and safe for as long as possible.
- **Promptly** remove hazardous or diseased public trees, particularly **pin**es and **ash** trees.
- To prevent the spread of Pine Wilt, annually **remove symptomatic pine trees by March 1st** and maintain a **public awareness campaign** on this issue.
- Maintain a program to discover and treat **bagworm infestations** on particularly vulnerable and valuable public trees.
- Revise the City Subdivision Regulations to **require trees in new developments**.

TRANSPORTATION SYSTEM GOALS

Streets

- Pursue a solution to traffic problems at the **intersection at NW 14th and Van Buren Streets**.
- Have a ***Downtown Traffic & Parking Study*** done, to determine traffic counts on downtown streets, and to evaluate parking availability versus both present and future parking needs.
- If supported by the results of the *Downtown Traffic & Parking Study*, begin a program of **narrowing downtown streets and creating curb extensions** at intersections, to allow for wider sidewalks, street trees and bike lanes. Developing such a streetscape along Buckeye Avenue will likely involve negotiations with the State of Kansas.
- To improve future walkability in Abilene, consider requiring any new **cul-de-sac streets** to be platted in such a way that they **allow for direct pedestrian and bicycle connections** linking cul-de-sacs to each other, and to the street grid.
- Whenever **street lighting** improvement projects take place, work towards transitioning to full-cutoff, energy efficient LED lighting.
- Over time, implement **complete streets** principles to make Abilene more walkable and bikeable.

Airport

- Pursue implementation of the *2020 Airport Master Plan*.

Public Transit

- Continue to support the ***GoAbilene General Public Transportation*** service.

Sidewalks & Bicycling Facilities

- Pursue funding from KDOT's School Zone Program to install new and better **crosswalks** around the schools. Consider prioritizing sidewalk improvements in the vicinity of St. Andrew's Elementary School, particularly north of the building.
- Proactively identify existing sidewalks in need of repair or replacement, and prioritize locations for development of new sidewalks.
- Continue to support Abilene's ***Sidewalk Connection & Replacement Program***.
- Require all new developments to include sidewalks and ADA curb ramps.
- Select a **bike rack design** for Abilene that provides two-point support, is lockable, is constructed of low maintenance materials, and meets ADA requirements. Ideally, it should also incorporate a customized Abilene logo.
- Continue to install secure **bicycle racks** at local destinations where they are needed, and prioritize a replacement schedule for older non-standard racks.
- **Create a plan to develop a network of bike paths, lanes and routes** in Abilene.
Explore federal grants and other **funding** sources to help finance development of the bicycle network.

UTILITIES GOALS

Policies

- Pursue opportunities to transition City facilities to use of **sustainable energy**.
- Regularly review and update standards and procedures for installation and maintenance of utilities, to reflect changes in technology and in environmental expectations.
- Regularly review and rigorously enforce policies on the placement of structures, fences and vegetation in **utility and drainage easements**.
- Establish a policy requiring landowners of properties outside the city limits to sign a **No Protest Agreement** in order to connect to Abilene's municipal utilities.
- Develop a long-term plan to put existing **overhead utility lines** in Abilene underground, including an incentive program to encourage property owners to have their supply lines buried.

Mapping

- Transfer the hand-drawn map of Abilene's stormwater drainage system to GIS.
- Add gravity flow limits to the GIS map of Abilene's sewage disposal system.

Water

- Establish a budget line item to **replace a percentage of outworn water distribution lines each year**, especially lead and copper service lines, and undersized main lines.
- Add a **generator** at the Water Treatment Plant.
- Replace the **roof** of the Water Treatment Plant building.
- Renovate the **access drive** at the Water Treatment Plant.
- Rehabilitate the elevated **water tower**, inside and out.
- Replace all 4-inch water mains with 6-inch mains.
- Replace mains, valves and hydrants as needed.
- Repair the concrete driveway at the Water Treatment Plant Office.

Wastewater

- Fund and develop an ongoing program to begin replacement or relining of the oldest parts of the sewage collection system.
- Establish a public education program to make sure people understand that they should not connect downspouts or basement sump pumps to a sanitary sewer line.
- Establish a long-term **Wastewater Treatment Plant Maintenance Plan**, to schedule and plan for major WWTP equipment repairs and replacements that will be needed during the course of the Planning Period.

STORMWATER MANAGEMENT GOALS

- Approve a City ordinance to **require a drainage study in order to get a building permit**, for any construction project other than a single-family residence.
- Consider implementing a **zero runoff policy** in Abilene's Subdivision Regulations, requiring new developments to avoid adding runoff to any neighboring properties.
- Whenever substantial construction work is done on an Abilene street, consider incorporating **green infrastructure** stormwater management strategies into the street design, particularly downtown.
- Analyze the cost-effectiveness of a green infrastructure solution to the **problem drainage area in the southeast** part of the city, as opposed to the cost of replacing the entire existing undersized concrete drainage pipe.

FACILITIES GOALS

City Hall / City Auditorium /

Police Department / Fire Department / Library

- Replace building's HVAC system.
- Repoint building's exterior bricks.
- Replace roof.
- Redesign and replace drainage system, including gutters and downspouts.
- **City Hall:** Complete the planned first floor renovation.
- **City Hall:** Relocate the sewer system from inside the building to the outside.
- **City Auditorium:** Develop a plan for the Auditorium's future use and renovation. Consider pursuing a grant for repurposing historic buildings.
- **New Fire Station:** Develop a plan for a new larger Fire Station, and determine an appropriate site. Purchase land, if necessary. Arrange funding, and construct a new Fire Station.
- Renovate the vacated Fire Department space to accommodate expansion of City Hall and the Police Department.
- **Library:** Repair and refinish flooring.
- **Library:** Renovate elevator.
- **Library:** HVAC system equipment will reach the end of its life cycle and need to be replaced at some point during the Planning Period.

Public Works

- Expand the existing Truck Shop/Weld shop, which is too small.

Civic Center

- Rebuild those **window and door frames** that are damaged from wood rot.
- **Repoint** and reseal the building's exterior bricks.
- **Restore paver bricks** around the buildings and in the parking lots and sidewalks to a safe and level surface.

Senior Center

- Build an **addition to expand the kitchen** and provide additional storage. Replace the existing coolers with a commercial **refrigerator**, and replace the existing deep freezers with a **walk-in freezer**.
- Replace and upgrade the building's **windows**.
- Consider organizing a **home maintenance help program**.
- Consider acquiring a **van** to safely transport seniors for off-campus social & educational activities. A **garage** would provide secure storage for the van.

LAND USE GOALS

Policies & Regulations

- Consider establishing a policy that requires a **No Protest Agreement** between the City and any landowner outside the city limits, before they can connect to City utility services.
- Consider establishing **Site Plan Review standards** for both commercial development along K-15 and interchange-oriented commercial development near the I-70 interchanges.
- Update the City's Zoning Regulations to:
 - Allow **accessory dwelling units (ADUs)**
 - Address tiny homes
 - Address preservation of **historic homes & neighborhoods**
- Update Subdivision Regulations to address walkable versus cul-de-sac neighborhood design.
- Develop **policies and utilize the City's Development Incentives programs** to encourage renovation of the upper-floors of Abilene's downtown buildings into **loft apartments**.

Annexation

- Consider **annexation** of any developed land outside of the City that is adjacent to or quite near the city limits.
- Continue to expand Abilene's boundaries around both I-70 interchanges, particularly at the **Fair Road interchange**, in order to establish and maintain local control over the character of development there.

Land Acquisition

- Plan ahead to **acquire land that might be needed for any future municipal facilities**, especially a **new Fire Station and parks**.
- Plan to acquire land for a **west-side park**, possibly suitable for sports fields.
- Plan to acquire land for an **east-side park**. Consider land along a stream for a linear park with a pathway, or land in a floodplain. Include a **minimum of five acres of land for a new Dog Park**, walkably adjacent to the Linear Park pathway. Ideally, a Dog Park should have well-drained turf, mature shade trees, a good access road, space for sufficient parking, and be far enough from residential development to avoid noise conflicts.

Streets

- Plat any new **neighborhood streets to be as narrow as fire-fighting equipment access allows**, in order to calm vehicle traffic speeds and keep residential neighborhoods comfortably walkable.

Housing

- Encourage development of **both single-family and multifamily housing**, including townhomes, patio homes, duplexes, triplexes, apartment buildings, and accessory dwelling units (ADUs).
- Encourage **updating of Abilene's smaller homes** for use by one- or two-person households, especially young adults and down-sizing empty-nesters.
- Encourage development of a variety of **low-maintenance and accessible homes**.
- Maintain an array of **diverse housing options at a range of price points**.
- Encourage development of a higher percentage of more dense, urban-style neighborhoods in proportion to large-lot suburban developments.
- Discourage scattered large-lot residential housing and instead prefer to **establish platted rural subdivisions**.

Industrial

- Consider developing an **industrial park** in the area of the I-70 interchange at Fair Road, with pad-ready sites.

Downtown & Streetscapes

- Implement a **parking study of downtown Abilene**, to determine if existing parking is excessive to need or not.
- Pursue discussions with KDOT to **reduce K-15 in Abilene from four lanes to three**, at least downtown, and possibly from North 14th Street all the way to South 7th Street.
- Develop a **streetscape plan for downtown Abilene**, which can be implemented in phases, to **prioritize the pedestrian experience** over vehicle traffic.
Add wider sidewalks, curb extensions to support shorter and safer crosswalks, street trees, improved ADA accessible parking, street furniture like benches and bike racks, **pedestrian scale ornamental lighting**, and perhaps some small-scale outdoor dining.
- Consider **green infrastructure solutions for needed drainage improvements**, particularly downtown.
- Develop a **pedestrian-oriented wayfinding signage system** for use downtown.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Well 16 Rehabilitation

Department: Public Works – Water Treatment Plant

Staff Contact: Brad Anderson, Public Works Director

Background:

The City does well capacity testing yearly. The result of the most recent testing showed that well #16, at its projected yearly pumping rate, was going to need to be rehabilitated in early 2025. Due to a drier regional climate than normal, the City had 3 wells go below acceptable water levels in 2023. They were shut down to protect them and used other wells including well 16 beyond the projected yearly pumping rate to make up the difference thus speeding up the deterioration. Well #16 will be critical in 2024 and due to the additional pumping rate rehabilitation will be needed sooner than originally scheduled.

Sargent Drilling has been our sole source for well services for roughly the last 6 years; providing the city with exceptional warranty work and services. They also have done work for Salina, Wichita, and the surrounding area and have an exceptional reputation. They have a location in Salina providing rapid response to the City's needs as they arise, day or night. They also work well with our local electrical contractors and SCADA programmers. They are the only local, full-service provider offering geology, engineering, and manufacturing for municipal needs and SCADA integration.

Attachment: Request for Purchase & Sargent Drilling Quote

Recommendation:

Authorize staff to purchase materials and labor in the estimate from Sargent Drilling to pull and set pump in Well #16.

Fiscal Note:

\$39,919.72

Funding Source:

Water Fund: Wells/Production/WTP – Well Maintenance (002-023-520670)
Annually budgeted maintenance

CITY OF ABILENE
CITY TREASURER'S QUARTERLY REPORT

The statement below shows the standing of the various funds of the City of Abilene, Kansas
for the Quarter Ending December 31, 2023.

		4th Quarter	4th Quarter	4th Quarter	4th Quarter
		Beginning Balance	Revenue	Expense	Ending Balance
General	1	\$ 2,535,191	\$ 747,628	\$ 1,329,169	\$ 1,953,650
Water	2	\$ 701,431	\$ 541,890	\$ 354,816	\$ 888,505
Recycle	3	\$ 202,147	\$ 27,489	\$ 166,503	\$ 63,133
Sewer	4	\$ 455,308	\$ 409,267	\$ 278,856	\$ 585,719
Airport	5	\$ 222,937	\$ 99,069	\$ 78,336	\$ 243,670
Bond & Interest	6	\$ 32,885	\$ 3,751	\$ -	\$ 36,636
Fire Apparatus	7	\$ 13,389	\$ 1,290	\$ -	\$ 14,679
Special Parks & Rec	8	\$ 68,494	\$ 8,253	\$ 4,497	\$ 72,251
Special Alcohol & Drug	9	\$ 8,147	\$ 3,953	\$ -	\$ 12,100
Self-Insured Health Account	10	\$ 73,541	\$ 192,231	\$ 190,454	\$ 75,318
Library	11	\$ 40,320	\$ 5,223	\$ 45,544	\$ (0)
Tourism & Convention	13	\$ 38,200	\$ 62,511	\$ 58,583	\$ 42,128
Special Street	14	\$ (58,191)	\$ 45,074	\$ (94,064)	\$ 80,947
Recreation Commission	15	\$ 548,926	\$ 60,566	\$ 113,915	\$ 495,577
Capital Improvement	18	\$ 234,692	\$ 185,094	\$ -	\$ 419,786
Equipment Reserve	20	\$ 485,845	\$ 5,041	\$ 146,481	\$ 344,405
Storm Water	27	\$ 577,576	\$ 17,695	\$ -	\$ 595,271
Water Equipment Reserve	28	\$ 362,033	\$ 27	\$ 48,800	\$ 313,260
Sewer Equipment Reserve	29	\$ 112,942	\$ 5	\$ -	\$ 112,947
Special Law Enforcement Trust Fund	34	\$ 2,850	\$ 1,463	\$ -	\$ 4,313
Special Revenue - Lib-Pool Renov	36	\$ 23,591	\$ -	\$ 7,172	\$ 16,419
Special Revenue - Streets	37	\$ 1,765,873	\$ -	\$ 1,048,311	\$ 717,562
KS Fights Addiction Fund	44	\$ 9,654	\$ 2,900	\$ -	\$ 12,554
American Rescue Plan Act Fund	45	\$ 488,113	\$ -	\$ -	\$ 488,113
Land Bank Fund	46	\$ 25,000	\$ -	\$ -	\$ 25,000
Sister City Scholarship Fund	47	\$ 10,911	\$ 1,218	\$ -	\$ 12,129
Total		\$ 8,981,805	\$ 2,421,638	\$ 3,777,371	\$ 7,626,072

INDEBTEDNESS

Wastewater Treatment Plant Bond	\$ 2,450,000
2015 Dawson Cottage Addition	\$ 50,000
2017 Highlands/Cedar Ridge/East Ridge/Dawson	\$ 3,050,000
2017 PBC Hospital Bonds	\$ 14,885,000
2019 8th Street/WTP/Sewer Bond	\$ 2,500,000
Total Indebtedness	\$ 22,935,000

I hereby certify the above to be a true and correct copy of the City Treasurer's Financial Statement ending December 31, 2023.

s/Leann Johnson
Leann Johnson, Finance Director
City of Abilene, Kansas



ABILENE LAND BANK BOARD OF TRUSTEES - MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

January 22, 2024 - 4:00 pm

**THIS MEETING WILL BE HELD IMMEDIATELY AFTER THE REGULAR CITY
COMMISSION MEETING**

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive**

1. Call to Order
2. Roll Call: ___ Rein ___ Miller ___ Kollhoff ___ Witt ___ Meysenburg

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

3. Agenda approval for January 22, 2024, Land Bank Board of Trustees meeting.
4. Meeting minutes: September 11, 2023, Land Bank Board of Trustees meeting.

Public Comments and Communications

5. Persons who wish to address the City Commission may do so when called upon by the Mayor.

Old and New Business

6. Consider approval of the Lot Purchase Agreement with Golden Belt West Multifamily, LLC for Lot 1, Block 3, in the Golden Belt Heights West subdivision. – Ron Marsh, City Manager

Adjournment

8. Consider a motion to adjourn the January 22, 2024, Land Bank Board of Trustees meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 pm.



Abilene Land Bank Board of Trustees Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
September 11, 2023 @ 5:36 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – Commissioners present: Mayor Witt, Commissioners: Kollhoff, Rein, Miller and Marshall.

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Water Treatment Plant Lead Operator Leusman, Wastewater Treatment Plant Lead Operator Clark, Water Treatment Plant Operator III Blacketer Water Plant Operator I Feeney, and Administrative Assistant Olson.

Consent Agenda

3. Agenda Approval for the September 11, 2023, Land Bank Board of Trustees Meeting

4. Meeting Minutes: April 11, 2022, Land Bank Board of Trustees Meeting

Motion by Commissioner Rein, seconded by Commissioner Marshall to approve the Consent Agenda as presented. Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

Public Comments and Communications

5. Persons who wish to address the City Commission may do so when called upon by the Chairperson.

There were no public comments or communications.

Business Items

6. Consider approval of the Lot Purchase Agreement for Lot 1, Block 3, in the Golden Belt Heights West Subdivision.

Motion by Commissioner Marshall, seconded by Commissioner Rein, to table this item to the next Land Bank meeting to be held after the next regular City Commission meeting on September 25, 2023. Roll call vote: Marshall YES, Rein YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

Adjournment

6. Consideration of a motion to adjourn the September 11, 2023, Land Bank Board of Trustees meeting.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to adjourn the September 11, 2023, Abilene Land Bank Board of Trustees meeting at 5:52 pm Roll call vote: Rein YES, Marshall YES, Miller YES, Kollhoff YES, Witt YES. The motion carried unanimously 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

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Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Regular Meeting

Topic: Developers Agreement, Lot Purchase Agreement and License Agreement for Golden Belt West Multifamily LLC

Department: Community Development

Staff Contact: City Manager/Community Development Director

Background:

Attached are the developers agreement, lot purchase agreement and license agreement for the Golden Belt West Multifamily LLC project first introduced to the Governing Body last year.

Golden Belt Heights West has been replatted and the variances required for the project to meet Abilene Zoning regulations have been approved by the Board of Zoning Appeals.

After consultation with our Bond Counsel, the City Attorney made a revision to the definition of "RHID Funds" to clarify funds are being paid to the developer out the General Fund, after received by the city.

Once the attached documents are approved the developer can pull permits and begin construction.

Recommendation:

Approve the agreements with Golden Belt West Multifamily LLC

Fiscal Note:

NA

Funding Source:

NA

LOT PURCHASE AGREEMENT

This Lot Purchase Agreement ("Agreement") is made and entered into this ~~22nd~~^{8th} day of January, 2024 ("Effective Date"), by and between the City of Abilene Land Bank ("Seller"), and Golden Belt West Multifamily, LLC ("Buyer").

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

WHEREAS, Seller and the City of Abilene, Kansas wish to incentivize private development in the Subdivision;

WHEREAS, Buyer desires to acquire a lot and build a 12-unit multi-family apartment complex in the Subdivision ("Apartment Complex"), 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:

Lot 1, Block 3, of Golden Belt Heights West, in the City of Abilene, Kansas

2. PRICE: The consideration of the transfer is Buyer's payment to Seller the sum of \$15,000.00, and the compliance by the Buyer with the terms and conditions contained herein; ~~provided, however, that the sum of \$7,500.00 will.~~ Said purchase price shall be paid at closing in cash or certified funds. A portion of the purchase price equal to the sum of \$7,500.00 shall be held in escrow and shall be refunded to Buyer, without interest, when a certificate of occupancy has been issued for the Apartment Complex 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. If the result of Buyer's title search shows any liens, encumbrances, mortgages not to be assumed by Buyer hereunder, restrictions, easements or exceptions which, in the opinion of Buyer and/or Buyer's counsel, create a defect in marketable title to the Real Property, Buyer shall object thereto and notify Seller thereof in writing within ten (10) business days of the date on which Buyer received the results of the title search, and Seller shall thereafter have thirty (30) days from the date of such notice to eliminate such liens, encumbrances, mortgages, restrictions, or exceptions. In the event Seller cannot eliminate such defects, Buyer shall have the option of: (a) waiving its objections and accepting title subject to such liens, encumbrances, mortgages, restrictions, easements and/or exceptions; or (b) terminating this Agreement, whereupon this Agreement shall thereafter be of no further force or effect. The liens, encumbrances, mortgages, restrictions, easements, or exceptions to title shown on Buyer's title search to which Buyer did not object or to which Buyer so consents, are referred to in this Agreement as "Permitted Exceptions."

3. Buyer is responsible for the costs of any action required to satisfy any title requirement.

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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, other than the Permitted Exceptions.

5. **BUYER'S OBLIGATIONS:** Buyer agrees to construct the Apartment Complex in accordance with the requirements of that certain Development Agreement executed by the ~~parties~~ Buyer and the City of Abilene, Kansas, of even date herewith. Buyer's obligations under this Section shall survive the closing.

6. **BREACH:** In the event Buyer breaches this Agreement, then Seller may ~~elect~~ pursue 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. In the event Seller breaches this Agreement, then Buyer may pursue such remedy available at law or in equity, including specific performance. Any costs and fees, including attorneys' fees, incurred by ~~Seller~~ the non-breaching party in enforcing this Agreement or seeking remedies for breach shall be the responsibility of ~~Buyer, and the breaching party, and, in the event of Buyer's breach,~~ 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 \$7,500~~ shall cause the Escrow Agent named herein to release to Buyer the sum of \$7,500.00 no later than thirty (30) days after Buyer has notified Seller that it has received a certificate of occupancy.

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:** Security 1st Title, 209 NW 15th Street, Abilene, Kansas 67410 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 January 31, 2024, at the office of the Escrow Agent, or at any other location as the parties shall agree. 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. EXCLUSIVE OPTION TO PURCHASE ADDITIONAL LOTS: The parties acknowledge and agree that Buyer has expressed an interest in purchasing one or more of the nine additional lots in Block 3 of the Subdivision for purposes of constructing one or more additional multi-family apartment complexes substantially similar to the Apartment Complex that Buyer will construct on the lot being purchased pursuant this Agreement. Seller hereby grants Buyer the exclusive option to purchase any one or more of the remaining nine (9) lots in Block Three of the Subdivision, for the purchase price of \$15,000 for each lot, in accordance with this Section 12, with the sum of \$7,500 to be refunded to Buyer upon the issuance of a certificate of occupancy for the improvements built on such lot(s). Buyer may exercise the option with respect to any lot(s) in Block 3 of the Subdivision, on one or more occasions, by providing written notice of its exercise of the option with respect to any lot(s) prior to the expiration of the option deadline shown below for each lot (each, an "Option Deadline"):

Lot Description	Option Deadline
Lot 2	December 31, 2025
Lot 3	December 31, <u>20262027</u>
Lot 4	December 31, <u>20272029</u>
Lot 5 - 9	December 31, <u>20282031</u>

Within twenty (20) days of furnishing written notice to Seller of Buyer's election to exercise its option with respect to any lot(s) prior to the applicable Option Deadline, Buyer and Seller shall enter into a definitive agreement for the purchase and sale of the subject lot(s), in a form substantially similar to the terms of this Agreement. The parties shall record this Agreement, or a memorandum of this Exclusive Option, against the additional lots in Block 3 of the Subdivision.

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13. ~~NONASSIGNABLE~~ASSIGNMENT: This agreement may ~~not not~~ be assigned by Buyer ~~upon written notice to Seller~~ without the written approval of Seller, which approval shall not be unreasonably withheld.

14. NOTICES: Any notice required or necessary between the parties shall be in writing and given as follows:

If to the Seller: c/o City Manager,
P.O. Box 519,
Abilene, Kansas 67410, ~~and~~

If to the Buyer at the address shown under Buyer's signature on this Agreement:
Golden Belt West Multifamily, LLC
c/o Charles H. Busch
P.O. Box 1088
Manhattan, Kansas 66505

With a copy to: Arthur-Green, LLP

Attn: William J. Bahr
801 Poyntz Avenue
Manhattan, Kansas 66502

14.

15. 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.

16. 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: Brandon Rein
Trevor D. Witt, Mayor

“BUYER”

Golden Belt West Multifamily, LLC

By: _____
Charles H. Busch _____
Title: _____
P.O. Box 1088
Manhattan, KS 66505

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Exhibit A
Site Plan

, Co-Manager,

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12. Call to Order – January 22, 2024, City Commission Study Session

13. January 22, 2024, City Commission Study Session Agenda

- a. Resolution calling for Public Hearing on RHID for Downtown Lofts by Rural Rental, LLC – Kari Zook, Community Development Director
- b. Ordinance regarding towing of vehicles from private property – Anna Hatter, Police Chief
- c. Floodplain Ordinance – Ron Marsh, City Manager

14. Consider a motion to adjourn the January 22, 2024, City Commission Meeting.

Future Meeting Reminders

*Public Meeting Fall KDOT Cost Share Grant-14th and Van Buren intersection, January 23, 2024, 6 pm Abilene Public Library

*City Commission Regular Meeting, February 12, 2024, at 4 p.m.

*City Commission Study Session, February 12, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, February 26, 2024, at 4 p.m.

*City Commission Study Session, February 26, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Study Session

Topic: Downtown Lofts RHID – Rural Rental, LLC

Department: Community Development

Staff Contact: Kari Zook

Background:

Resolution 021224-1 calling for a public hearing to be held on March 25, 2024, for approval to establish the Downtown Lofts Reinvestment Housing Incentive District (RHID) at 109/111/113 NW 3rd St. The developer and property owner are Rural Rental, LLC. This project includes the historic rehabilitation of an existing downtown building into commercial space on the main floor and six residential apartments on the second floor. The building permit status is currently under staff review. The Heritage Commission did approve a Certificate of Appropriateness for this project at their 12/21/23 meeting.

The Development Plan, Agreement, and RHID Financial Estimate are included for reference in the agenda packet.

The RHID captures the incremental increase in property taxes by a housing development project for up to 25 years. The incremental increase can be used to pay debt service bonds issued to fund the project, or in this case, transferred to the developer as reimbursement for costs incurred (which can include property acquisition, plumbing, HVAC, walls, removal of hazardous substances or materials, flooring, roof, framing, etc.)

Upper-story RHID was established in the city's central business district in 2021. It includes the renovation of buildings that are more than 25 years old for residential use and does not include improvements for commercial purposes on the main floor.

Recommendation:

Approve Resolution 021224-1 calling for a public hearing on March 25, 2024, to establish the Downtown Lofts RHID.

Fiscal Note:

N/A

Funding Source:

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE KANSAS
HELD ON FEBRUARY 12, 2024**

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

Absent:

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

* * * * *

(Other Proceedings)

There was presented a Resolution entitled:

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

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

Yea: _____

Nay: _____

The Mayor declared the Resolution duly adopted and the Resolution was then duly numbered Resolution No. 021224-1 and was signed by the Mayor and attested by the Clerk. The Clerk was directed to arrange for the publication of the Resolution one time in the official newspaper of the City not less than one week or more than two weeks preceding the date fixed for the public hearing.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

Clerk

RESOLUTION NO. 021224-1

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

WHEREAS, the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

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

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

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

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

WHEREAS, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a);
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;

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

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

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

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

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

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

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on March 25, 2024 at the City Commission Meeting Room within the Abilene Public Library located at 209 NW Fourth Street, Abilene, Kansas 67410; the public hearing to commence at 4:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

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

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

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

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

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ADOPTED by the Governing Body of the City of Abilene, Kansas on this 12th day of February, 2024.

(SEAL)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 021224-1 adopted by the Governing Body of the City on this 12th day of February, 2024 as the same appear of record in my office.

DATED: February 12, 2024

Shayla L. Mohr, CMC, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

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

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

**MAP OF PROPOSED
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

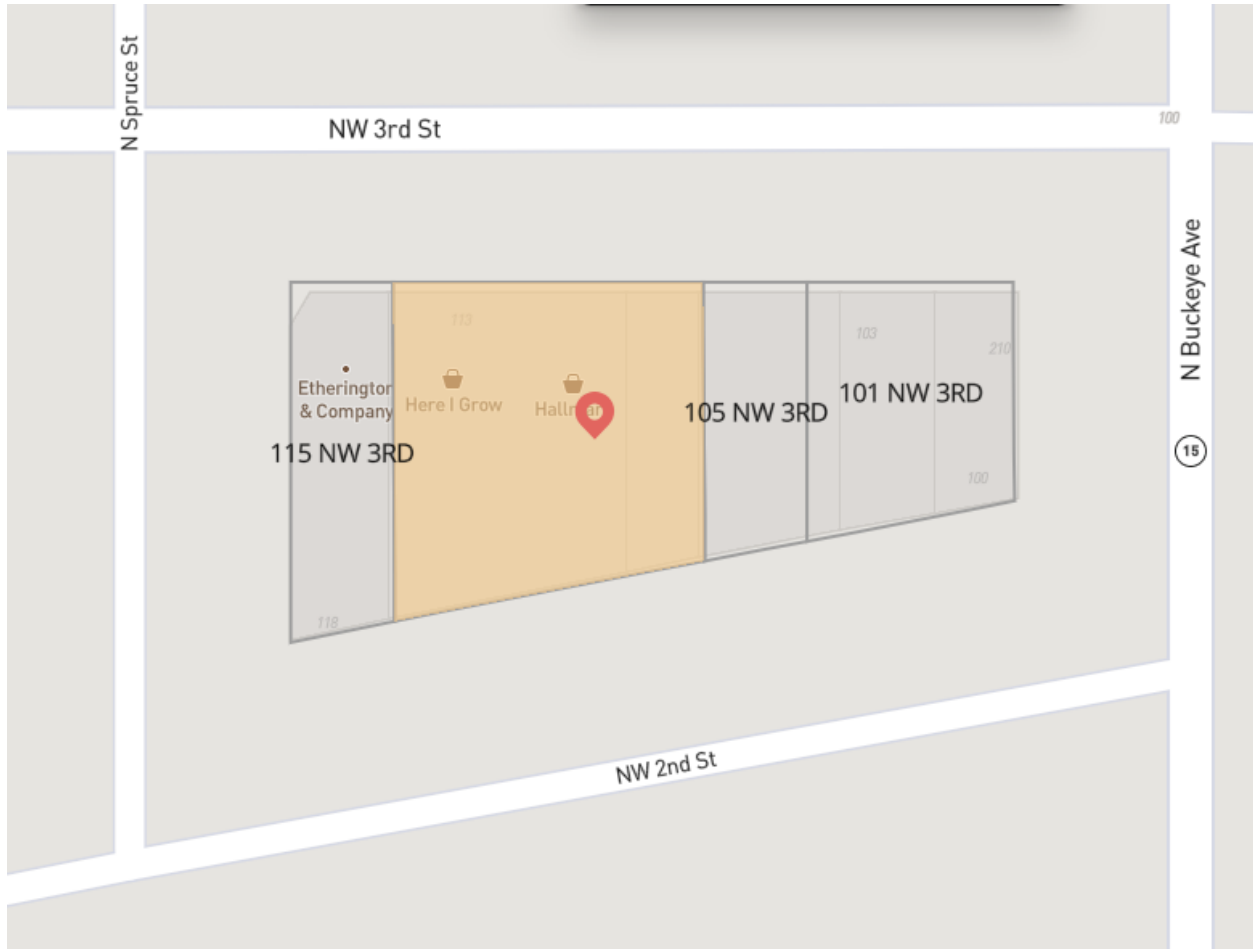


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD
OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS
AND NAMES AND ADDRESSES OF THE DEVELOPERS**

Owner of Real Property:	Rural Rental, LLC 100 Xavier Drive Abilene, Kansas 67410
Developer:	Rural Rental, LLC 100 Xavier Drive Abilene, Kansas 67410
Existing Assessed Valuation of the District:	Land - \$2,408 Improvements - \$47,155

EXHIBIT D

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

Housing Facilities

The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 6 unit multifamily residential complex targeting moderate income tenants. No additional structures are expected to be constructed.

Public Facilities

The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

EXHIBIT E

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

Contractual Assurances

The Governing Body of the City of Abilene, Kansas will enter into a development agreement with Rural Rental, LLC, the developer. This agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Abilene, Kansas.

Feasibility Study

The developer has conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the development, less existing property taxes, to determine the revenue stream available to support the costs of the public infrastructure. No public infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of developer funds would be adequate to pay the eligible costs.

**DEVELOPMENT PLAN
OF THE CITY OF ABILENE, KANSAS
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

JANUARY 2024

INTRODUCTION

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

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

Based on these findings and determinations, the Governing Body proposed the establishment of one or more Reinvestment Housing Incentive Districts within the City pursuant to K.S.A. 12-5241 *et seq.* (the “Act”). The Governing Body further found that certain buildings, including the building located within the proposed District, are more than 25 years of age, will be primarily used for residential purposes, and are located in a central business district.

Following the adoption of Resolution 101121-2, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c) and K.S.A. 12-5249(a)(11). On December 1, 2021, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive Districts within the City.

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

(1) ***Legal Description and Map of the District.*** The legal description of the Downtown Lofts Reinvestment Housing Incentive District (the “District”) is as follows:

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

A map of the District is attached as ***Exhibit A*** to this Development Plan.

(2) ***Existing Assessed Valuation of the District.*** The assessed valuation of all real estate within the District for 2023 is:

Land	\$ 2,408
Improvements	47,155
<i>Total</i>	<i>\$49,563</i>

(3) ***Owners of Record.*** The name and address of the owner of record for the real estate within the District is:

Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

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

Housing Facilities

The housing facilities will consist of renovation of an existing building more than 25 years of age and located within a central business district into a 6 unit multifamily residential complex targeting moderate income tenants. No additional structures are expected to be constructed.

Public Facilities

The existing building is served by adequate existing infrastructure and therefore no additional public facilities are anticipated to be constructed.

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

Owner of Real Property: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

Developer: Rural Rental, LLC
100 Xavier Drive
Abilene, Kansas 67410

(6) ***Contractual Assurances.*** The Governing Body will consider a Development Agreement (as may be amended from time to time, the "Development Agreement"), with Rural Rental, LLC, a Kansas limited liability company (the "Developer"). The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and financial and administrative support from the City. The Development Agreement includes contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district. A copy of the proposed Development Agreement is attached as ***Exhibit B*** to this Development Plan.

(7) ***Comprehensive Analysis of Feasibility.*** A comprehensive analysis was conducted to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached as ***Exhibit C*** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. No public

infrastructure costs are anticipated. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

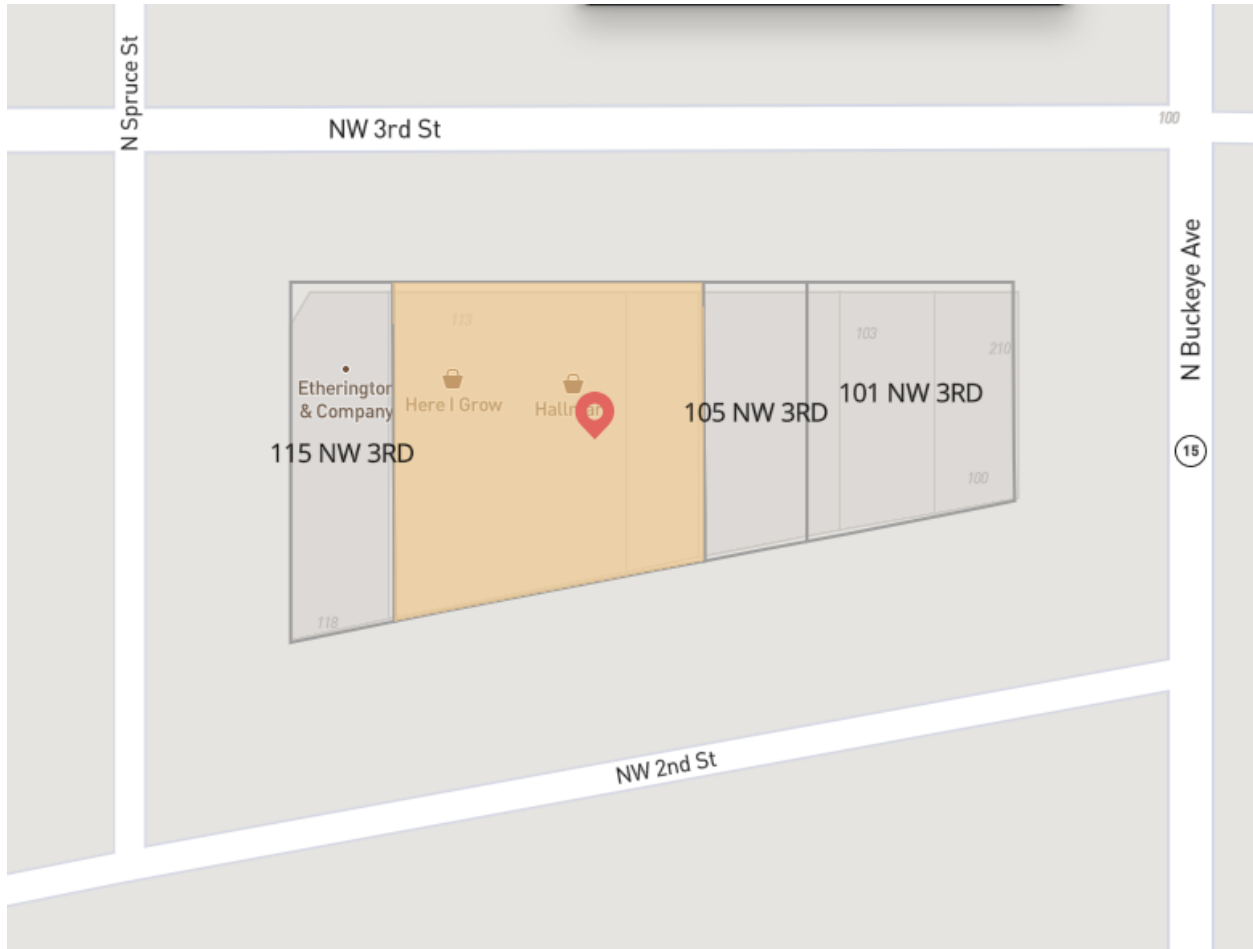


EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT C
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

**DEVELOPMENT AGREEMENT
DOWNTOWN LOFTS
REINVESTMENT HOUSING INCENTIVE DISTRICT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into effective as of [_____] (the “**Effective Date**”), by and between the **CITY OF ABILENE**, Kansas, a municipal corporation of the State of Kansas (“**City**”), and **RURAL RENTAL, LLC**, a Kansas limited liability company (“**Developer**”). The City and the Developer are each a “**Party**” and collectively the “**Parties**.”

RECITALS

- A.** Developer has acquired real property and improvements located within the boundaries of City and described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).
- B.** Developer desires to redevelop the Property into a 6 unit multifamily residential complex (“**Downtown Lofts Project**”), all as more fully described herein.
- C.** City has determined that the construction of the Downtown Lofts Project will foster the economic development of City and surrounding area of Dickinson County, Kansas.
- D.** The Parties are authorized to enter into this Agreement and to complete the responsibilities set forth herein with respect to the Downtown Lofts Project.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the following words and terms have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Abilene, Kansas.

“**City Expenses**” means all legal and professional costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the District.

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, depicting the conceptual program for construction of the Downtown Lofts Project.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“Developer” means Rural Rental, LLC, a Kansas limited liability company, or its permitted successors or assigns.

“Development Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Plan” means the Development Plan prepared by the City in accordance with the provisions of the Reinvestment Housing Incentive District Act and approved by the Developer.

“District” means the Downtown Lofts Reinvestment Housing Incentive District to be established pursuant the Reinvestment Housing Incentive District Act and the RHID Ordinance.

“Downtown Lofts Project” means the redevelopment of the Property into a 6 unit multifamily residential complex in accordance with the Concept Site Plan.

“Eligible Costs” means the City Expenses, the cost of the Property, and the costs of residential improvements made to the second or higher floors of buildings or structures located in the District that are more than 25 years of age and used primarily for residential purposes which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit C** attached hereto and incorporated herein by this reference.

“Governing Body” means the City Commission of the City of Abilene, Kansas.

“Material Change” means any change in the Concept Site Plan that modifies the number of residential units, or increases/decreases the cost of the Downtown Lofts Project by \$50,000 or more for each change or \$200,000 in the aggregate.

“Mayor” means the Mayor of the City of Abilene, Kansas, or their duly authorized agent.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Downtown Lofts Project will be located, more specifically described in **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“RHID Funds” means those amounts paid from the Dickinson County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the Downtown Lofts Project.

“RHID Ordinance” means the ordinance passed by the Governing Body approving the Development Plan and establishing the District.

“Reinvestment Housing Incentive District Act” means K.S.A. 12-5241 *et seq.*, as amended.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Work” means all work necessary to prepare the Property and to construct the Downtown Lofts Project, including; (1) renovation of existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the residential units and related structures; (4) construction and installation of site landscaping on the Property, as described in the Concept Site Plan; and (5) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and will not affect the construction hereof.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof, to the best of the City’s knowledge:

(a) **Due Authority.** The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any

agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceeding or investigation pending or, to the knowledge of the City, threatened against the City with respect to this Agreement or affecting the Property. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

2.2 Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

(a) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which they are now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Downtown Lofts Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(d) **No Material Change.** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(e) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement other than as set forth herein.

(f) **No Default.** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which Developer is or may be bound.

(g) **Compliance with Laws.** The Developer is in material compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(h) **Other Disclosures.** The information furnished to the City by the Developer in connection with the matters covered in this Agreement is true and correct and does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

2.3 Maintenance of Existence. During the term of this Agreement the Developer will maintain its legal existence, will continue to be in good standing under the laws of the State of Kansas and will not dissolve consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it.

2.4 Conditions to the Effectiveness of this Agreement. Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

(a) a copy of the Developer's Articles of Organization and a good standing certificate dated within one month of the date of this Agreement, each certified by the Secretary of State of the State of Kansas;

(b) a certified copy of the Operating Agreement of the Developer; and

(c) a list of the officers and members of the Developer.

2.5 Final Approval Required. This Agreement will be void: (a) if the City does not finalize all required steps to create the District pursuant to the Reinvestment Housing Incentive District Act by adoption of the RHID Ordinance within 60 days after the Effective Date; or (b) if the District is nullified in the manner set forth in K.S.A. 12-5246. Until the passage of the RHID Ordinance, the Governing Body retains sole discretion on the Downtown Lofts Project. In addition, the zoning commission and the City retain full discretion within existing ordinances and policy regarding its zoning, planning, permitting and inspection requirements.

ARTICLE III REINVESTMENT HOUSING INCENTIVE DISTRICT

3.1 Preliminary Resolution. The Governing Body has heretofore adopted Resolution No. 101121-2 (the "Preliminary Resolution"), which made certain findings pursuant to the Reinvestment

Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish reinvestment housing incentive districts within the City.

3.2 Department of Commerce Finding. Pursuant to the Preliminary Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same with the Preliminary Resolution, to the Kansas Secretary of Commerce. On December 1, 2021, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Reinvestment Housing Incentive District Act, and approved the City's ability to establish reinvestment housing incentive districts.

3.3 Further Proceedings. The City has caused to be prepared the Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, and plans to consider a resolution calling a public hearing relative to the Development Plan, conduct a public hearing, and consider the RHID Ordinance approving the Development Plan and establishing the District. The District will be deemed to be established at the time the RHID Ordinance is passed by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE IV CONSTRUCTION

4.1 Concept Site Plan.

(a) Developer, at its cost, has had prepared the Concept Site Plan, which is hereby approved by the Parties. Notwithstanding anything to the contrary herein, the City's acceptance of the Concept Site Plan is not acceptance of the final site plan as required by the City ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final site plan through its normal planning, zoning and permitting process.

(b) Developer will promptly notify City in writing of any proposed Material Changes to the Concept Site Plan at least 30 days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore, including any supporting documentation requested by the City. Developer may implement a proposed Material Change to the Concept Site Plan only with the advance written consent of the City.

(c) Developer may make changes which are not Material Changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Downtown Lofts Project, with approval from the City.

4.2 Schedule. Developer will commence renovation and construction of the Downtown Lofts Project no later than [July 1, 2024]. Developer will diligently pursue and must obtain Substantial Completion of the Downtown Lofts Project within 18 months after commencement of construction.

4.3 Downtown Lofts Project Construction.

(a) Developer will construct, at its cost, the Downtown Lofts Project in a good and workmanlike manner in accordance with the terms of the Development Plan and this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Downtown Lofts Project will comply with existing City codes, rules and regulations. If Developer serves as general contractor for the Downtown Lofts Project, Developer will not charge more for such services than a third-

party contractor would customarily charge for such services. All work on the Downtown Lofts Project will be inspected by City staff during construction as if this Agreement did not exist.

(b) Developer may enter into one or more construction contracts to complete the Downtown Lofts Project. Prior to the commencement of construction of the Downtown Lofts Project, Developer will obtain, or will require that any such contractor obtain, the insurance required in **Section 6.8** hereof and will deliver evidence of such insurance to City.

(c) Promptly after Substantial Completion of the Work, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit D**. The City will, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to (i) verify reasonable satisfaction with, and the accuracy of, the certifications contained in the Certificate of Substantial Completion, and (ii) verify, in the City's sole discretion, that the Work complies with all applicable City code and permitting requirements. The Certificate of Substantial Completion will be deemed accepted by City unless, prior to the end of such 30-day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE V FINANCING OBLIGATIONS

5.1 Financing of Downtown Lofts Project. All costs of the Downtown Lofts Project will be paid in cash or financed by Developer. The City will use RHID Funds to reimburse Developer for all or a portion of the Eligible Costs, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer. So long as the total amount of Eligible Costs requested for reimbursement does not exceed the actual amount expended for such use or 120% of the total set forth on **Exhibit C**:

(a) the Developer may seek reimbursement of any particular line item on **Exhibit C** not exceeding 120% of the amount stated therein; and

(b) the Developer will be permitted to adjust the amounts estimated as Eligible Costs within and between each line item with the written consent of the City Manager.

5.2 Request for Reimbursement. The Developer will certify all costs and expenditures to be made in connection with the Eligible Costs in accordance with the following:

(a) The Developer will submit to the City a Request for Reimbursement in the form attached hereto as **Exhibit E** setting forth the amount for which reimbursement is sought and an itemized listing of the related Eligible Costs.

(b) Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

5.3 Reimbursement. The City will have 30 calendar days after receipt of any Request for Reimbursement to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Request for Reimbursement shows payment of the Eligible Costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Request for Reimbursement and

promptly reimburse the Developer for the Eligible Costs pursuant to the terms of this Agreement if sufficient RHID Funds are available, and quarterly as funds become available in the event that RHID Funds in the City's possession are at that time insufficient. In the event the City does not respond within such 30-day period, the Request for Reimbursement will be deemed approved. If the City disapproves of the Request for Reimbursement, the Parties will meet to resolve any such differences. If a resolution is not found regarding specific cost(s), the denied cost will not be Eligible Costs unless and until a final order from a court of competent jurisdiction is received by the City requiring the cost to be accepted as an Eligible Cost or other written agreement of the Parties. Reimbursements will cease upon the earlier of (a) such time as the Eligible Costs have been fully reimbursed to Developer, or (b) 25 years after the date of the establishment of the District. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Dickinson County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

5.4 Payment of City Expenses. The Developer will pay, or reimburse the City for payment of, all City Expenses. All City Expenses paid by the Developer will be Eligible Costs.

ARTICLE VI GENERAL PROVISIONS

6.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

6.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article V* hereof) and fails to cure such default or breach within 30 days after receipt of written notice from Developer of such default or breach.

6.3 Successors and Assigns.

(a) This agreement will be binding on and inure to the benefit of the Parties and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.

(b) Until Substantial Completion of the Downtown Lofts Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval will not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Downtown Lofts Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer is permitted to subcontract the construction of any portion of the Downtown Lofts Project without the consent of City but Developer will remain liable under this Agreement.

(c) The City hereby approves, and no prior consent will be required in connection with:

(1) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment;

(2) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or

(3) the right of Developer to lease portions of the Property in the ordinary course of the development of the Downtown Lofts Project;

provided that in each such event Developer named herein will remain liable hereunder for the Substantial Completion of the Downtown Lofts Project, and will be released from such liability hereunder only upon Substantial Completion of the Downtown Lofts Project.

6.4 Remedies.

(a) Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) will, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and will, in any event, within 30 days after receipt of notice, cure or remedy such default. If the breach is not cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 6.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

(b) Notwithstanding any other provision of this Agreement, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For purposes of this **Section 6.4**, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Any monetary damages owed by the City will be limited to and will only be payable from RHID Funds actually received by the City as a result of the creation of the District.

6.5 Force Majeure. Neither City nor Developer nor any successor in interests will be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder will be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage of delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure will not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies city in writing within thirty (30) days of the commencement of such claimed event of force majeure.

6.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other will be in writing and will be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

- (a) In the case of Developer, to:

Rural Rental, LLC
Attn: Manager
100 Xavier Drive
Abilene, Kansas 67410

- (b) In the case of City, to:

City of Abilene, Kansas
Attention: City Manager
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

With a copy to:
City of Abilene, Kansas
Attn: City Attorney
419 North Broadway Ave.
PO Box 519
Abilene, Kansas 67410

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 6.6**.

7.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Downtown Lofts Project, will participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests will immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

7.8 Insurance; Damage or Destruction.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, will furnish City with proof of payment of premiums on:

(1) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City will be protected in accordance with a clause in form and content satisfactory to City; and,

(2) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(3) Workers Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (1) and (2) above will be in form and content reasonably satisfactory to City and will be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (1) above will contain an agreement of the insurer to give not less than 30 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section will name City as an additional insured. Developer will deliver to City evidence of all insurance to be maintained hereunder.

6.9 Inspection. Developer will allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

6.10 Choice of Law. This Agreement will be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

6.11 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement may be amended only in writing and effective when signed by the authorized agents of the Parties.

6.12 Counterparts. This Agreement is executed in multiple counterparts, each of which constitute one and the same instruments.

6.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder will continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

6.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City will be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

6.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel will consult with City throughout the course of any such action and Developer will pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City will be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City will be paid by City.

6.16 Release and Indemnification. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the indemnifications and covenants contained in this **Section 6.16** will,

except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

(a) Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

(b) Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors will not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

(c) City and its Governing Body members, officers, agents, servants and employees will not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

(d) All covenants, stipulations, promises, agreements and obligations of City contained herein will be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

(e) No official, employee or representative of City will be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

(f) Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors will not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Downtown Lofts Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or leading to the Downtown Lofts Project or the Property; except that the foregoing release and indemnification will not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.

6.17 Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

6.18 Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

6.19 No Partnership. Nothing contained herein will be construed as creating a partnership between the Parties.

6.20 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Agreement, expire on the earliest of: (i) the date all Eligible Costs have been reimbursed with RHID Funds, subject to the requirements and limitations set forth in this Agreement; or (ii) when the City has released all RHID Funds that have been collected for 25 years after the date of the RHID Ordinance.

6.21 Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any officer of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF ABILENE, KANSAS

(SEAL)

By: _____
Brandon Rein, Mayor

ATTEST:

By: _____
Shayla L. Mohr, CMC, City Clerk

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

SCHEDULE OF EXHIBITS

Exhibit A	Property Description
Exhibit B	Property Map
Exhibit C	Eligible Costs for Downtown Lofts Project
Exhibit D	Certification of Substantial Completion Form
Exhibit E	Request for Reimbursement Form

EXHIBIT A

PROPERTY DESCRIPTION DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

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

Lots Four (4), Five (5) and Six (6), in Henry, Hodge and Reed's Subdivision of Lots Two (2), Four (4), Six (6), Eight (8) and Ten (10), on Third Street, in Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

Together with public rights-of-way adjacent thereto

EXHIBIT B

PROPERTY MAP DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

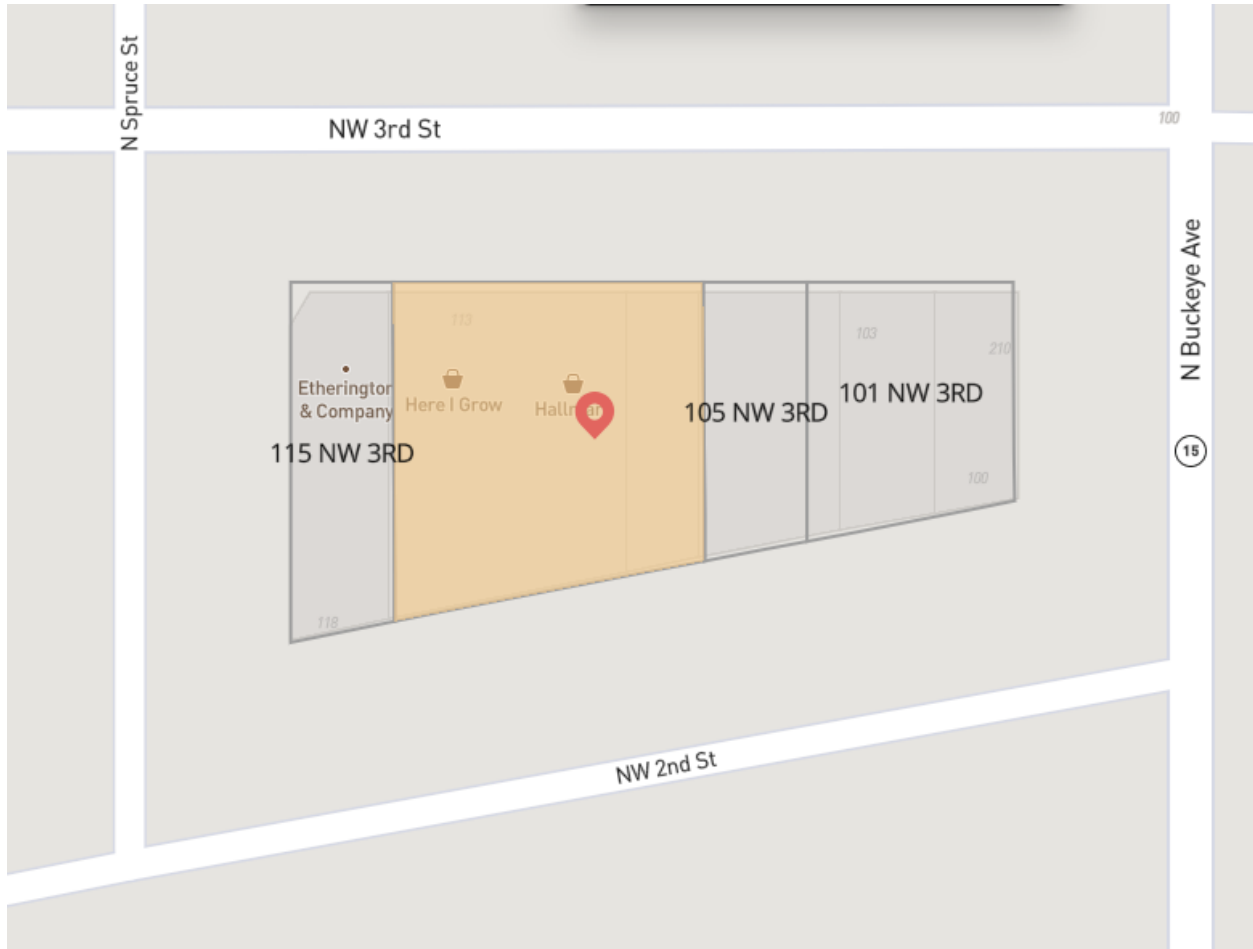


EXHIBIT C

ELIGIBLE COSTS FOR DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT

Category	Estimated Amount
Acquisition Costs	\$ 220,000
2 nd Floor Residential Improvements	<u>851,989</u>
Total	<u>\$1,071,989</u>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Rural Rental, LLC (the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of [_____] (the “Development Agreement”) by and among the City of Abilene, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Work is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Abilene, Kansas
Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Rural Rental, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Downtown Lofts project (the “Fund”) and set forth in the Development Agreement between the City of Abilene, Kansas and the Developer for the Downtown Lofts Reinvestment Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$ _____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

City of Abilene, Kansas
Downtown Lofts RHID

Estimated Eligible Expenses	\$1,071,989
Estimated RHID Increment	\$254,331
Estimated Unreimbursed Developer Funds	\$817,658

Taxing Units:	2023/2024	Aggregate	
	Mill Levy	Fiscal Impact	
		25 years	
City	47.356	\$	84,566
USD 435	51.882		56,933
State	1.5		-
Cemetery #1	1.603		2,863
Chisholm Trail Ext Dist #2(	1.658		2,961
Memorial Hospital #1	2.001		3,573
Rec Commission	3.352		5,986
County	54.571		97,450
Total	163.923	\$	254,331

Current	Aggregate	Property Tax on	Estimated Completed	Property	Estimated	Less Taxes	Less State	Less State levy for	Annual
Assessed Value	2023/2024	Base Value	Appraised Value	Class	Property Tax	on Base	1.5 Mills	USD 20 Mills	Tax Increment
\$49,563.00	163.923	\$8,124.52	\$1,143,052	11.50%	\$21,547.84	\$8,124.52	\$197.18	\$2,629.02	\$10,597.12

Assumptions:
Eligible expenses equal to acquisition costs plus 50% of other project costs
Estimated Completed Value equal to Current Value plus 80% of estimated construction costs
Renovation completed by December 2024 (appraised Jan 2025 for taxes collected 2025/2026)
Constant AV
11.5% property class for assessed value
Constant mill levy based on 2023/24 levy
District created 1Q2024

Year	Tax Collection Years	Estimated Annual Total Increment	Estimated Cumulative Total Increment
1	2024/25	\$0	0
2	2025/26	\$10,597	\$10,597
3	2026/27	\$10,597	\$21,194
4	2027/28	\$10,597	\$31,791
5	2028/29	\$10,597	\$42,388
6	2029/30	\$10,597	\$52,986
7	2030/31	\$10,597	\$63,583
8	2031/32	\$10,597	\$74,180
9	2032/33	\$10,597	\$84,777
10	2033/34	\$10,597	\$95,374
11	2034/35	\$10,597	\$105,971
12	2035/36	\$10,597	\$116,568
13	2036/37	\$10,597	\$127,165
14	2037/38	\$10,597	\$137,763
15	2038/39	\$10,597	\$148,360
16	2039/40	\$10,597	\$158,957
17	2040/41	\$10,597	\$169,554
18	2041/42	\$10,597	\$180,151
19	2042/43	\$10,597	\$190,748
20	2043/44	\$10,597	\$201,345
21	2044/45	\$10,597	\$211,942
22	2045/46	\$10,597	\$222,540
23	2046/47	\$10,597	\$233,137
24	2047/48	\$10,597	\$243,734
25	2048/49	\$10,597	\$254,331



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Study Session

Topic: Private Tow Ordinance

Department: Police Department

Staff Contact: Anna Hatter, Chief of Police

Background:

In July 2023, Brad Dunlap of John's wrecker service appeared before the City Commission requesting the City consider creating an ordinance addressing the removal of vehicles from private property by tow companies in Abilene.

This request was due to hardships faced by local tow companies when completing the State of Kansas TR-85, Possessory Lien Affidavit form. K.S.A. 8-1103 requires a city ordinance authorizing the removal of vehicles from private property which specifies certain language pertaining to fees, storage, notifications, etc.

By creating an ordinance addressing this issue, the City would assist tow companies in the disposal of unclaimed vehicles while providing vehicle owners with certain protections as well. APD Staff has drawn up an ordinance consistent with K.S.A 8-1103.

City Attorney Martin has reviewed, modified, and approved this ordinance.

Recommendation:

Adopt Ordinance No. **-****, AN ORDINANCE AMENDING CHAPTER V OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 9 PERTAINING TO TOWING OF VEHICLES FROM PRIVATE PROPERTY AND ESTABLISHING THE MAXIMUM ALLOWABLE TOWING AND STORAGE FEES TO BE CHARGED BY TOW OPERATORS, IN THE CITY OF ABILENE, KANSAS.

Fiscal Note:

None

Funding Source:

None

ORDINANCE NO. 24-3444

AN ORDINANCE AMENDING CHAPTER V OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 9 PERTAINING TO TOWING OF VEHICLES FROM PRIVATE PROPERTY, AND ESTABLISHING THE MAXIMUM ALLOWABLE TOWING AND STORAGE FEES TO BE CHARGED BY TOW OPERATORS, IN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Chapter V of the City Code of the City of Abilene, Kansas is hereby amended by adding a new Article 9 to read as follows:

Article 9. Private Towing Regulations

5-901. Purpose and intent. The purpose and intent of this article is to protect the public and the rights of persons whose motor vehicles may be towed and stored by private towing services at the request of third parties.

5-902. Definitions.

For the purposes of this article, the following words and phrases shall mean:

- (a) *Towing* means the moving or removing of a motor vehicle from private property without the knowledge and actual consent of the owner or the person in legal possession of the vehicle.
- (b) *Storage* means the custody and control of a vehicle by a tow operator resulting from the towing of such vehicle from private property.
- (c) *Tow operator* means any person engaged in the business of offering or providing towing service, or storage of vehicles removed by towing, for commercial purposes.
- (d) *Private property* means all real property owned regardless of whether the property is open to public access.

5-903. Notification to police department of towing from private property.

- (a) Any property owner or person requesting the towing of a vehicle from private property shall, within one hour of completion of such towing, notify the police department of the following information concerning the tow:
 - 1. vehicle make, model, and year;
 - 2. license plate number;
 - 3. address from which the vehicle is towed;
 - 4. identification of the person ordering the tow; and

5. destination to which the vehicle is towed and stored.

- (b) Any tow operator towing a vehicle from private property shall, within two hours of completion of such towing, notify the police department by providing the same information as required subsection (a).

5-904. Access to personal property. The owner of a vehicle towed from private property shall have access to personal property in such vehicle for 48 hours after such vehicle has been towed and such personal property shall be released to the owner at no cost.

5-905. Maximum fees for towing and storage services.

For purposes of K.S.A. 8-1103(c)(1), as amended, a tow operator that tows a vehicle from private property in the city, at the request of the owner of the private property, shall not charge towing service and storage fees in excess of the following amounts:

- (a) There shall be a maximum charge of \$125.00 for towing a vehicle from private property in the city. Beginning on January 1, 2025, and effective as of the 1st day of January in each calendar year thereafter, through January 1, 2034, the maximum fee for towing shall increase annually by \$1.50, until the maximum fee reaches a total of \$140.00.
- (b) In addition to the towing fee established in subsection (a), the maximum charge for mileage for towing a vehicle from private property shall be \$5.00 for each mile that a vehicle is towed away from private property, commencing at the point of hookup. Towing shall be by way of the most reasonable direct route between the point of origination and destination.
- (c) There shall be a maximum charge of \$75.00 per day for each 24-hour period, or portion thereof, for storage of a towed vehicle at the towing operator's facility. Beginning on January 1, 2025, and effective as of the 1st day of January in each calendar year thereafter, through January 1, 2034, the maximum fee for storage shall increase by \$1.50, until the maximum fee reaches a total of \$90.00 per day.

5-906. Inapplicable to law enforcement. The provisions of this article shall not apply to any towing of a vehicle that is ordered or required by law enforcement.

SECTION 2. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 24-3444 Summary

On February 12, 2024, the City Commission passed Ordinance No. 24-3444. The ordinance amends Chapter 5 the City Code of the City of Abilene, Kansas by adding a new Article 9 pertaining to towing of vehicles from private property, and establishing the maximum allowable towing and storage fees to be charged by tow operators, in the

City of Abilene, Kansas. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 12th day of February 2024.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 12th day of February 2024.

Aaron O. Martin, Legal Counsel



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

Ron Marsh
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Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, January 22, 2024

Session: Study Session

Topic: Floodplain Ordinance

Department: Community Development

Staff Contact: City Manager

Background:

On September 13, 2023, FEMA issued updated flood hazard data for Dickinson County. To be eligible to continue to participate in the National Flood Insurance Program (NFIP), the City of Abilene needs to adopt an ordinance amending the current floodplain ordinance from 2014. To adopt, a notice of public hearing must be published at least 20 calendar days before the date of adoption. The date of adoption will be the regular commission meeting on February 26, 2024. The deadline for adoption is March 13, 2024.

I've attached the draft ordinance that has been reviewed and approved by the Kansas Division of Water Resources. The language incorporated in the ordinance is standard for all communities in Kansas participating in the NFIP.

There are no significant changes to the flood hazard data. There is one Letter of Map Revisions (LOMR) that was superseded. It is in category three of the attached Summary of Map Actions (SOMA).

The link to the preliminary map: [Dickinson County Floodplain \(ks.gov\)](https://www.dickinsoncountyks.gov/floodplain)

Recommendation:

Approved the Floodplain Management Ordinance

Fiscal Note:

Funding Source:

FLOODPLAIN MANAGEMENT ORDINANCE
Pursuant to 44 CFR § 60.3 (d) - Regulatory Floodway Identified,
K.S.A. 12-766, and K.A.R. 5-44-1 through 5-44-7

ORDINANCE No. _____

ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. Approval of Draft Ordinance by Kansas Chief Engineer Prior to Adoption

The following floodplain management regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on January 10, 2024.

2. Kansas Statutory Authorization

The Legislature of the State of Kansas has in K.S.A. 12-741 *et seq.*, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of the public. Therefore, the City Commission of Abilene, Kansas, ordains as follows:

SECTION B. FINDINGS OF FACT

1. Flood Losses Resulting from Periodic Inundation

The special flood hazard areas of Abilene, Kansas, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. General Causes of the Flood Losses

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. Methods Used To Analyze Flood Hazards

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials dated March 13, 2024 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles that are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause **any** increase in flood height.
- e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the public; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) § 59.22(a)(3); and to meet the requirements of 44 CFR § 60.3(d) and K.A.R. 5-44-4 by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Abilene in the county of Dickinson, Kansas identified as numbered and unnumbered A Zones, AE, AO and AH Zones on the Flood Insurance Rate Map (FIRM) panels referenced on the associated FIRM Index dated March 13, 2024, as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Abilene City Commission or its duly designated representative under such safeguards

and restrictions as the Abilene City Commission or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of Abilene, Kansas, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made there under.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured or mobile homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Community Development City Inspector is hereby appointed to administer and implement the provisions of this ordinance.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;

2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the floodplain administrator;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured or mobile homes, within any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the one percent annual chance or 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured or mobile homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;

- d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
- f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of greater than five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, Material, and Equipment*

- a. Storage of material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

6. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service has been or is discontinued for twelve (12) consecutive months, any future use of the building shall conform to this ordinance.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

7. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 600 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; the accessory structure meets the following floodplain management requirements; and a floodplain development permit has been issued. Wet-floodproofing is only allowed for small low cost structures.

Any permit granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Permits shall meet the following conditions.

In order to minimize flood damages during the one percent annual chance flood event, also referred to as the 100-year flood and the threat to public health and safety, the following conditions shall be required for any permit issued for accessory structures that are constructed at-grade and wet-floodproofed:

- a. Use of the accessory structures must be solely for parking and limited storage purposes in any special flood hazard area as identified on the community's Flood Insurance Rate Map (FIRM).
- b. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance.
- c. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
- d. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
- e. The accessory structures must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (1)(c) of this ordinance.
- f. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E (2) of this ordinance. No permits may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
- g. Equipment, machinery, or other contents must be protected from any flood damage.
- h. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
- i. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to

the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

8. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying or raising of agricultural commodities and livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; a variance has been granted from the floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

SECTION B. SPECIFIC STANDARDS

1. In all areas identified as numbered and unnumbered A zones, AE, and AH Zones, where base flood elevation data have been provided, as set forth in Article 4, Section A(2), the following provisions are required:

- a. *Residential Construction*

New construction or substantial-improvement of any residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

- b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall verify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C(7)(8)(9).

- c. *Enclosures Below Lowest Floor*

Require, for all new construction and substantial-improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED or MOBILE HOMES

1. All manufactured or mobile homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured or mobile homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured or mobile homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured or mobile home has incurred substantial-damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.
3. Require that manufactured or mobile homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM, that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that:
 - a. The lowest floor of the manufactured or mobile home is a minimum of one (1) foot above the base flood level. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

SECTION D. AREAS OF SHALLOW FLOODING (AO and AH zones)

Located within the areas of special flood hazard as described in Article 2, Section A are areas designated as AO zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

1. *AO Zones*

- a. All new construction and substantial-improvements of residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- b. All new construction and substantial-improvements of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community FIRM (at least two (2) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- c. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

2. *AH Zones*

- a. The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in Article 4, Section B.
- b. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

SECTION E. FLOODWAY

Located within areas of special flood hazard established in Article 2, Section A, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.
2. The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.
3. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of 44 CFR 65.12, and receives the approval of FEMA.

4. If Article 4, Section E(2), is satisfied, all new construction and substantial-improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
5. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article 4, Section A(2).

SECTION F. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the community's FIRM either:

1. Be on the site for fewer than 180 consecutive days, or
2. Be fully licensed and ready for highway use*; or
3. Meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.

*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

ARTICLE 5 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The Board of Zoning Appeals shall act as the Appeal Board as established by Abilene, Kansas and shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit is denied by the Floodplain Administrator, the applicant may apply for such floodplain development permit directly to the Appeal Board, as defined in Article 5, Section A.

The Appeal Board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the Appeal Board or any taxpayer may appeal such decision to the District Court as provided in K.S.A. 12-759 and 12-760.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Appeal Board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, repair, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provide the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances shall not be issued within any designated floodway if any significant increase in flood discharge or base flood elevation would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

5. Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
7. A community shall maintain a record of all variance actions, including justification for their issuance.
8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of items 1 through 6 of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION F. CONDITIONS FOR APPROVING VARIANCES FOR AGRICULTURAL STRUCTURES

New agricultural structures should be built to standards specified under Article 4, Section B(1)(b) of this ordinance pertaining to non-residential structures unless a variance is granted to wet floodproof the structure at grade. Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

1. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the proposed varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.
2. Use of the proposed structures must be limited to exclusively agricultural purposes in a Zone A, AE, A1-30, AH, AO, floodplain as identified on the community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM).
3. Proposed structures must not increase risks and pose a danger to public health, safety, and welfare if flooded contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquefied natural gas terminals, and production and

storage of highly volatile, toxic, or water-reactive materials.

4. Proposed structures have low damage potential (amount of physical damage, contents damage, and loss of function).
5. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (3)(b) of this ordinance.
6. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (4)(a) of this ordinance. All the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
7. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
8. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.
9. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E(2) of this ordinance. No variances may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood.
10. Major equipment, machinery, or other contents must be protected from any flood damage.
11. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures.
12. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
13. Wet-floodproofing construction techniques must be reviewed and approved by the community and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

Exceptions to the variance requirement for agricultural structures apply only to those that are substantially damaged by flooding and agricultural structures that are repetitive loss structures. These are allowed to be permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

1. If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
2. The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet-floodproofing in accordance with Article 5, Section F 1 through 13, proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage condition must be regulated as substantial improvements.
3. The repaired or restored structure will continue to be an agricultural structure, as defined in these regulations.
4. Owners are notified, in writing, that agricultural structures approved under this section:
 - a. Will not be eligible for disaster relief under any program administered by the Federal Emergency Management Agency or any other Federal agency.
 - b. Will have National Flood Insurance Program flood insurance policies rated based on the structure's risk.
 - c. May be denied National Flood Insurance Program flood insurance policies if repairs do not include the wet floodproofing construction requirements of Article 5, Section F 1 through 13 of this ordinance.
5. Wet floodproofing construction requirements. When owners elect to wet-floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the standards of Article 5, Section F 1 through 13 of this ordinance.

ARTICLE 6 VIOLATIONS

1. The floodplain administrator may make reasonable entry upon any lands and waters in Abilene, Kansas for the purpose of making an investigation, inspection or survey to verify compliance with these regulations. The floodplain administrator shall provide notice of entry by mail, electronic mail, phone call, or personal delivery to the owner, owner's agent, lessee, or lessee's agent whose lands will be entered. If none of these persons can be found, the floodplain administrator shall affix a copy of the notice to one or more conspicuous places on the property a minimum of five (5) days prior to entry.
2. A structure or other development without a floodplain development permit or other evidence of compliance is presumed to be in violation until such documentation is provided.
3. The floodplain administrator shall provide written notice of a violation of this ordinance to the owner, the owner's agent, lessee, or lessee's agent by personal service or by certified mail, return receipt requested. The written notice shall include instructions and a deadline to request a hearing before the appeals board, and if no hearing is requested, a deadline by which the violation must be corrected.
4. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500, and in addition, shall pay

all costs and expenses involved in the case. Each day such violation continues, shall be considered a separate offense. Nothing herein contained shall prevent the City of Abilene or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

5. Notwithstanding any criminal prosecutions or in lieu of any criminal prosecutions, if the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the period specified, the public officer or an authorized assistant shall abate or remove the conditions causing the violation.

6. If the public officer or an authorized assistant abates or removes the nuisance pursuant to this section, notice shall be provided to the owner, the owner's agent, lessee, or lessee's agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred. The notice shall also state that the payment is due within 30 days following receipt of the notice. The cost of providing notice, including any postage, required by this section may also be recovered.

7. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (K.S.A. 12-1617f).

ARTICLE 7 AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Abilene, Kansas. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the FEMA Region VII office. The regulations of this ordinance are in compliance with the NFIP regulations.

ARTICLE 8 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" *see "base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" *see "risk premium rates."*

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities and livestock.

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Shallow Flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Also referred to as Special Flood Hazard Area (SFHA).

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" means the elevation of the surface of the water during a one percent annual chance flood event.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

"Building" *see "structure."*

"Chief Engineer" means the chief engineer of the division of water resources, Kansas Department Of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in

states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* does include mobile homes manufactured prior to 1976 but **does not include** a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Numbered A Zone" means a special flood hazard area where the Flood Insurance Rate Map shows the Base Flood Elevation.

"One percent annual chance flood" see *"base flood."*

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably Safe From Flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area" *see "area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before *"start of construction"* of the improvement. This term includes structures, which have incurred *"substantial-damage,"* regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a *"historic structure,"* provided that the alteration will not preclude the structure's continued designation as a *"historic structure."*

"Unnumbered A Zone" means a special flood hazard area shown on either a flood hazard boundary map or flood insurance rate map where the base flood elevation is not shown on the FIRM. Commonly referred to as Zone A in Kansas meaning a non-detailed study.

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE 9 CERTIFICATE OF ADOPTION

This Floodplain Management Ordinance for the community of Abilene, Kansas.

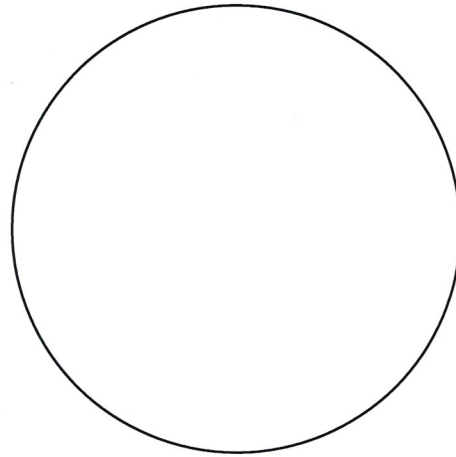
PASSED AND ADOPTED by the Governing Body of Abilene, Kansas.

This _____ day of _____, 2024.

Chief Engineer Draft Approval Seal Here:

APPROVED
This 10th day of January, 2024
Iana Langstaff for Earl Lewis
Earl D. Lewis, Jr., P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

Community Approval Seal Here:



APPROVED:

Signature of Chief Executive Officer/Chief Elected Official Date

Chief Executive Officer/Chief Elected Official Name (Typed/printed) Title

ATTEST:

Signature of Recording Clerk Date

Shayla Mohr, CMC City Clerk

Published in official news publication The Abilene Reflector Chronicle.

Topeka Field Office
1131 SW Winding Rd, Suite 400
Topeka, KS 66615



Phone: 785-296-5733
www.agriculture.ks.gov

Mike Beam, Secretary

Laura Kelly, Governor

January 10, 2024

Ron Marsh
P.O. Box 519
Abilene, Ks 67410

Subject: Floodplain Management Ordinance for Abilene, Kansas

Dear Mr. Marsh,

The floodplain management regulations submitted for Abilene, Kansas were received for review on January 09, 2024. The Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, acting under terms of K.S.A. 12-766, and the administrative regulations adopted pursuant thereto (K.A.R. 5-44-1 through 7) approved your regulations on January 10, 2024. An approved draft copy of the regulations is returned for action by the governing body.

When the governing body has officially adopted the regulations, please send a signed copy of the adopted document to me. I will send the documentation to FEMA for you. Please call me at (785)-296-0854 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Cheyenne Sun Eagle".

Cheyenne Sun Eagle
NFIP Specialist

Enclosures:
Approved Draft Document

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on March 13, 2024.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	96-07-238A	06/17/1996	A PORTION OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 2 EAST, 6TH PRINCIPAL MERIDIAN; 210 N. BRADY	20041C0070C	20041C0262E
LOMR-F	99-07-066A	11/12/1998	NEMECHEK ADDITION, BLOCK 1, LOT 3, EXCEPT THE N. 65.84 FT. -- 800 SOUTH CEDAR ST.	20041C0070C	20041C0262E
LOMA	00-07-797A	11/08/2000	LOTS 3,4,5, BLOCK 1, WAHL'S SUBDIVISION; 600 EAST COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	01-07-526A	06/13/2001	407 S.E. 2ND STREET, ARKANSAS VALLEY TOWN AND LAND CO., LOTS 13 THROUGH 15, BLOCK 1	20041C0070C	20041C0262E
LOMR-F	01-07-365A	06/29/2001	DAWSON ESTATES, PHASE I, BLOCK 1, PHASE II, BLOCK 1	20041C0070C	20041C0262E
LOMA	01-07-567A	07/25/2001	NORTHWEST 1/4 OF SECITON 22, T13S, R2E; 806 EAST FIRST STREET	20041C0070C	20041C0262E
LOMA	05-07-0270A	01/14/2005	LEBOLD & FISHER'S ADDITION, LOTS 6-9, 13, 15, 17, & 19 -- 601 SOUTH BUCKEYE AVENUE	20041C0070C	20041C0262E
LOMR-F	07-07-0091A	11/16/2006	DAWSON ESTATES PHASE III, BLOCK 1, LOT 22 -- FAITH AVENUE (KS)	20041C0070C	20041C0262E
LOMA	07-07-0690A	03/15/2007	PROSPECT PARK ADDITION, BLOCK 1, LOTS 14-20 -- 701 COTTAGE AVENUE (KS)	20041C0070C	20041C0262E
LOMA	07-07-1659A	07/31/2007	BOSTON HEIGHTS, BLOCK 37 -- 1304 NW 14TH STREET	20041C0070C	20041C0261E
LOMA	07-07-1887A	10/16/2007	SMALLEY'S SUBDIVISION, BLOCK 2, LOT 6 -- 609 COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	08-07-0095A	01/22/2008	SMALLEY'S SUBDIV, BLOCK 2, LOTS 7 & 8 -- 613 COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	10-07-0403A	02/25/2010	EXISTING HAY SHED-PARCEL ABOVE BFE--2100 AVENUE	20041C0070C	20041C0264E
LOMA	10-07-1250A	05/13/2010	LOTS 9 & 10, BLOCK 2, SMALLEY'S SUBDIVISION	20041C0070C	20041C0262E
LOMA	10-07-1803A	08/05/2010	Lots 7-16, Blocks 4 & 5, J.M. Fisher's Addition -- 209 South Olive Street	20041C0070C	20041C0262E
LOMA	11-07-0626X	01/20/2011	COMMENCING AT NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 -- 2100 AVE.	20041C0070C	20041C0264E

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	13-07-1603A	07/05/2013	JM FISHERS SUBDIVISION, LOT 10, 11, 12 -- 311 SE 2ND STREET	20041C0070C	20041C0262E
LOMA	14-07-2018A	07/29/2014	BLOCK 22, LOTS 7 & 8 -- 315 SW 4TH STREET	20041C0070C	20041C0262E
LOMA	14-07-2019A	07/29/2014	BLOCK 22, LOTS 4, 5, & 6 -- 309 SW 4TH STREET	20041C0070C	20041C0262E
LOMA	16-07-0041A	11/10/2015	SECTION 22, T13S, R2E, 6TH P.M. -- 800 EAST FIRST STREET	20041C0070C	20041C0262E
LOMA	20-07-1296A	08/28/2020	WAHL'S SUBDIVISION, BLOCK 2, LOTS 6-10 -- 603 COTTAGE AVENUE	20041C0070C	20041C0262E

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMR	08-07-1458P	03/19/2009	DAWSON ESTATES PHASE FOUR	4

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		



Federal Emergency Management Agency

Washington, D.C. 20472

September 13, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Trevor Witt
Mayor, City of Abilene
P.O. Box 519
Abilene, Kansas 67410

Community Name: City of Abilene,
Dickinson County,
Kansas
Community No.: 200074
Map Panels Affected: See FIRM Index

Dear Mayor Witt:

This is to notify you of the final flood hazard determination for Dickinson County, Kansas and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on March 13, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document.

This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d);
2. Adopting all the standards of 44 CFR Part 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at <https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood>.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at <https://www.msc.fema.gov>. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Tara Lanzrath, NFIP State Coordinator for Kansas by telephone at (785) 296-2513. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 7 at (202) 480-1084 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at <https://www.fema.gov/flood-maps>. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Luis Rodriguez', with a stylized flourish at the end.

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final SOMA

cc: Community Map Repository
Ron Marshall, City Manager, City of Abilene

CITY OF ABILENE

01/16/24 3:09 PM

Page 1

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36800	01/22/24	AAKC			
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$16.66	INV 011124	2024 MEMBERSHIP DUES
E 002-022-520910		DUES-SUBSCRIPTIONS-	\$16.66	INV 011124	2024 MEMBERSHIP DUES
E 004-041-520910		DUES-SUBSCRIPTIONS-	\$16.68	INV 011124	2024 MEMBERSHIP DUES
		Total	\$50.00		
36801	01/22/24	JEFF WILKENS			
E 015-157-520610		BUILDING MAINTENANC	\$225.00	2821	LABOR PULL & DISPOSE OF 3 SHRUBS @ REC CENTER
		Total	\$225.00		
36802	01/22/24	BIZ SWAG			
E 015-153-522500		ADULT SPORTS SUPPLI	\$1,977.20	2602	ADULT VB SHIRTS
		Total	\$1,977.20		
36803	01/22/24	BOBCAT OF SALINA			
E 001-004-520620		EQUIPMENT REP & MAI	\$16.01	80949	SPRING KIT FOR SKID STEER
		Total	\$16.01		
36804	01/22/24	CASCO INDUSTRIES			
E 020-000-530391		FIRE EQUIPMENT	\$1,070.00	258155	2 100' SECTION FIRE HOSE
		Total	\$1,070.00		
36805	01/22/24	CATLETT AUTOMOTIVE INC			
E 002-022-520600		VEHICLE EXPENSES	\$71.61	167163	#17B ENGINE OIL
E 002-022-520620		EQUIPMENT REP & MAI	\$114.16	167181	OIL FOR ALL NEW TRUCKS
E 001-004-520610		BUILDING MAINTENANC	\$11.33	167723	#21 LIGHTS
E 001-004-520620		EQUIPMENT REP & MAI	\$234.23	167928	DUMP TRUCK #13 PARTS
		Total	\$431.33		
36806	01/22/24	CED - RENSENHOUSE			
E 015-157-520610		BUILDING MAINTENANC	\$105.23	6665-110848	BASKETBALL GOAL SWITCH SE GOAL
		Total	\$105.23		
36807	01/22/24	CITY ATTORNEYS ASSN KS			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$35.00	5161	2024 CITY ATTORNEYS ASSOC. OF KS MEMBERSHIP DUES
		Total	\$35.00		
36808	01/22/24	CORE & MAIN			
E 002-022-531060		WATER DISTRIBUTION L	\$1,002.10	U141150	WATER PARTS
		Total	\$1,002.10		
36809	01/22/24	DK CTY ADMINISTRATION			
E 001-001-520700		RENT-CONTRACTS-MAI	\$40.00	1956	ALARM MONITORING FEE 2024
E 002-024-520700		RENT-CONTRACTS-MAI	\$40.00	1956	ALARM MONITORING FEE 2024
E 004-043-520700		RENT-CONTRACTS-MAI	\$40.00	1956	ALARM MONITORING FEE 2024
		Total	\$120.00		
36810	01/22/24	EPITOME ENTERPRISES			

CITY OF ABILENE

01/16/24 3:09 PM

Page 2

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520700		RENT-CONTRACTS-MAI	\$2,000.00	1147	JAN 2024 LEGISLATIVE MONITORING SERVICES
		Total	\$2,000.00		
36811	01/22/24	HOLT MOTORS, LLC			
E 001-003-521231		FIRE EQUIPMENT	\$837.92	41531	THERMOSTAT REPLACEMENT T35
		Total	\$837.92		
36812	01/22/24	BRAD HOMMAN			
E 001-001-520700		RENT-CONTRACTS-MAI	\$39.80	9094	MONTHLY CELLULAR SERVICE FEE FOR ALARM COMMUNICATOR
E 002-024-520700		RENT-CONTRACTS-MAI	\$39.80	9094	MONTHLY CELLULAR SERVICE FEE FOR ALARM COMMUNICATOR
E 004-043-520700		RENT-CONTRACTS-MAI	\$39.80	9094	MONTHLY CELLULAR SERVICE FEE FOR ALARM COMMUNICATOR
E 015-157-520610		BUILDING MAINTENANC	\$119.40	9124	CC ALARM MONITOR FEE
E 002-023-520610		BUILDING MAINTENANC	\$119.40	9190	WTP YEARLY FEE FOR ALARM SYSTEM
E 005-000-520700		RENT-CONTRACTS-MAI	\$119.40	9193	MONTHLY CELLULAR SERVICE FEE FOR ALARM COMMUNICATOR
		Total	\$477.60		
36813	01/22/24	JERRY A. MILLER			
E 005-000-520141		AWOS	\$425.00	STM 011824	JAN 2024 AWOS
		Total	\$425.00		
36814	01/22/24	KACM			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$200.00	983	2024 FULL KACM MEMBERSHIP DUES, MEDIUM CITY
		Total	\$200.00		
36815	01/22/24	KAPIO			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$50.00	1058	2024 KAPIO MEMBERSHIP DUES
		Total	\$50.00		
36816	01/22/24	KMJA			
E 001-012-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010524	KMJA 2024 DUES
		Total	\$25.00		
36817	01/22/24	KPOA			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$450.00	07060	KPOA 2024 RENEWAL
		Total	\$450.00		
36818	01/22/24	KS MAYORS ASSOCIATION			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$50.00	5836	2024 KS MAYORS ASSOC. MEMBERSHIP DUES REIN
		Total	\$50.00		
36819	01/22/24	KS MUNICIPAL UTILITIES			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$495.00	18751	2024 KMU MEMBERSHIP DUES
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$495.00	18751	2024 KMU MEMBERSHIP DUES
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$495.00	18751	2024 KMU MEMBERSHIP DUES
		Total	\$1,485.00		

CITY OF ABILENE

01/16/24 3:09 PM

Page 3

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36820	01/22/24	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,915.00	484637	JAN 2024 6 BOARDS
		Total	\$1,915.00		
36821	01/22/24	LUMBER HOUSE TRUE VALUE			
E 001-001-520610		BUILDING MAINTENANC	\$13.98	2401-157781	CITY HALL ELEVATOR LIGHT BULBS
E 003-000-520610		BUILDING MAINTENANC	\$46.99	2401-157782	953EV REMOTE CONTROL
E 002-022-520970		MISCELLANEOUS SERVI	\$17.98	2401-158092	RED LOCATE SPRAY PAINT
E 001-004-520620		EQUIPMENT REP & MAI	\$16.68	2401-158270	HOSE FOR SNOW SPREADER
E 001-001-520260		SPECIAL PROJECTS	\$53.98	2401-158324	TOTES FOR CHRISTMAS DECORATIONS
E 014-000-521130		SIGNS MAINTENANCE	\$12.10	2401-158500	SIGN POST
E 001-004-521080		TOOLS & MINOR EQUIP	\$17.99	2401-158591	IMP ADAPTOR
E 001-001-521010		OFFICE SUPPLIES	\$3.67	2401-159254	CAT5 CABLE
E 002-024-521010		OFFICE SUPPLIES	\$3.66	2401-159254	CAT5 CABLE
E 004-043-521010		OFFICE SUPPLIES	\$3.66	2401-159254	CAT5 CABLE
E 001-004-520610		BUILDING MAINTENANC	\$10.99	2401-160133	CAT5 CABLE
E 001-002-520610		BUILDING MAINTENANC	\$19.98	2401-160134	FILTRETE FILTER
		Total	\$221.66		
36822	01/22/24	NEX-TECH RURAL TELEPHONE			
E 002-023-520520		TELEPHONE / INTERNE	\$57.20	STM 010124	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$110.90	STM 010124	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$114.40	STM 010124	PHONE SERVICE
		Total	\$282.50		
36823	01/22/24	OSBORN PROPERTIES			
E 013-131-520721		SIGN ADVERTISING	\$2,400.00	1709	1 BOARD 12 MONTHS
		Total	\$2,400.00		
36824	01/22/24	PIONEER FARM INC			
E 002-022-520610		BUILDING MAINTENANC	\$9.56	645153	HOSE FOR ANTI FREEZE TANK
E 002-022-520970		MISCELLANEOUS SERVI	\$25.98	645192	RED LOCATE FLAGS
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$120.97	645341	CHAINSAW LUBRICANT & FUEL HOSE NOZZLE FOR WASH BAY
E 001-004-521080		TOOLS & MINOR EQUIP	\$2,299.99	645876	AIR COMPRESSOR
E 001-005-520620		EQUIPMENT REP & MAI	\$94.98	646234	WATER HOSE & GREASE FITTINGS
E 001-004-520610		BUILDING MAINTENANC	\$48.39	646453	AIR COMPRESSOR
		Total	\$2,599.87		
36825	01/22/24	PROFESSIONAL CLEANING SYSTEMS,			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$370.00	145248	DEGREASER FOR SHOP
		Total	\$370.00		
36826	01/22/24	RHV DO IT BEST HARDWARE			
E 001-002-520610		BUILDING MAINTENANC	\$17.78	465815	AIR FILTERS
		Total	\$17.78		
36827	01/22/24	ROLLING HILLS ZOO			
E 015-153-522900		SPECIAL EVENTS	\$70.00	INV 010324	COMMUNITY EDUCATION PROGRAM
		Total	\$70.00		

CITY OF ABILENE

01/16/24 3:09 PM

Page 4

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36828	01/22/24	SMART INSURANCE			
E 001-001-520410		INSURANCE	\$3,800.00	4654	CYBER LIABILITY POLICY RENEWAL
E 002-024-520410		INSURANCE	\$3,800.00	4654	CYBER LIABILITY POLICY RENEWAL
E 004-043-520410		INSURANCE	\$3,800.00	4654	CYBER LIABILITY POLICY RENEWAL
E 002-022-520410		INSURANCE	(\$255.00)	8E4-87-45-24	DELETED 1976 CHEV STEP VAN
E 004-042-520410		INSURANCE	(\$465.00)	8E4-87-45-24	DELETED 2007 CHEVY 2500 TRUCK
		Total	\$10,680.00		
36829	01/22/24	SMOKY HILL, LLC			
E 014-000-520140		ENGINEERING	\$93,897.38	APP 5	14TH ST PROJECT
		Total	\$93,897.38		
36830	01/22/24	SUPERIOR SANITATION SERVICE			
E 001-006-520610		BUILDING MAINTENANC	\$58.00	STM 010124	TRASH SERVICE JAN 204 @ NW 4TH, NW 8TH & ELM ST
E 001-013-520610		BUILDING MAINTENANC	\$62.00	STM 010124	TRASH SERVICE JAN 204 @ NW 4TH, NW 8TH & ELM ST
E 015-157-520610		BUILDING MAINTENANC	\$58.00	STM 010124	TRASH SERVICE JAN 204 @ NW 4TH, NW 8TH & ELM ST
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 010124	JAN 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 010124	JAN 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 010124	JAN 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
		Total	\$438.00		
36831	01/22/24	THOMAS FAMILY SIGNS			
E 013-131-520721		SIGN ADVERTISING	\$1,620.00	1585	2 BOARDS 12 MONTHS
		Total	\$1,620.00		
36832	01/22/24	TRAVEL INDUSTRY ASSOC. OF KS			
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$650.00	INV 010124	TIAM MEMBERSHIP
		Total	\$650.00		
36833	01/22/24	TRUE WEST PUBLISHING, INC			
E 013-131-520740		PROMOTION, ADS, MAR	\$980.00	2023-27636	2024 BEST OF THE WEST AD
		Total	\$980.00		
36834	01/22/24	US BANK EQUIPMENT FINANCE			
E 015-151-521045		OFFICE EQUIPMENT	\$220.46	518980065	COPIER CONTRACT PAYMENT 12/24/23-1/24/24
E 001-001-520700		RENT-CONTRACTS-MAI	\$128.00	519161145	COPIER CONTRACT PYMT 12/25/23-1/25/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$127.99	519161145	COPIER CONTRACT PYMT 12/25/23-1/25/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$127.99	519161145	COPIER CONTRACT PYMT 12/25/23-1/25/24
		Total	\$604.44		
36835	01/22/24	US POST OFFICE			
E 002-024-520220		POSTAGE & METER RE	\$773.10	STM 013124	REGULAR BILLING FEB 2024
E 004-043-520220		POSTAGE & METER RE	\$773.10	STM 013124	REGULAR BILLING FEB 2024
E 003-000-520320		PRINTING & ADVERTISI	\$171.80	STM 013124	REGULAR BILLING FEB 2024
		Total	\$1,718.00		

CITY OF ABILENE

01/16/24 3:09 PM

Page 5

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36836	01/22/24	UTILITY SERVICE CO, INC			
E 002-022-520671		TOWER MAINTENANCE	\$3,716.08	596157	1ST QTR WATER TOWER MAINT.
E 002-022-520671		TOWER MAINTENANCE	\$4,252.99	596158	1ST QTR WATER TOWER MAINT.
E 002-022-520671		TOWER MAINTENANCE	\$4,983.53	596159	1ST QTR WATER TOWER MAINT.
E 002-022-520671		TOWER MAINTENANCE	\$6,164.58	596160	1ST QTR WATER TOWER MAINT.
		Total	\$19,117.18		
36837	01/22/24	VYVE BROADBAND			
E 002-023-520520		TELEPHONE / INTERNE	\$313.00	209-562368	WTP FIBER
E 001-001-520520		TELEPHONE / INTERNE	\$338.60	301-521155	JAN 2024 MONTHLY BILLING
E 002-024-520520		TELEPHONE / INTERNE	\$338.60	301-521155	JAN 2024 MONTHLY BILLING
E 004-043-520520		TELEPHONE / INTERNE	\$338.58	301-521155	JAN 2024 MONTHLY BILLING
E 001-002-520520		TELEPHONE / INTERNE	\$457.54	301-521155	JAN 2024 MONTHLY BILLING
E 001-003-520520		TELEPHONE / INTERNE	\$216.30	301-521155	JAN 2024 MONTHLY BILLING
E 001-004-520520		TELEPHONE / INTERNE	\$207.28	301-521155	JAN 2024 MONTHLY BILLING
E 001-006-520520		TELEPHONE / INTERNE	\$192.63	301-521155	JAN 2024 MONTHLY BILLING
E 001-007-520970		MISCELLANEOUS SERVI	\$163.68	301-521155	JAN 2024 MONTHLY BILLING
E 001-008-520520		TELEPHONE / INTERNE	\$163.68	301-521155	JAN 2024 MONTHLY BILLING
E 001-011-520520		TELEPHONE / INTERNE	\$163.68	301-521155	JAN 2024 MONTHLY BILLING
E 001-012-520520		TELEPHONE / INTERNE	\$168.68	301-521155	JAN 2024 MONTHLY BILLING
E 001-013-520520		TELEPHONE / INTERNE	\$217.58	301-521155	JAN 2024 MONTHLY BILLING
E 002-022-520520		TELEPHONE / INTERNE	\$207.28	301-521155	JAN 2024 MONTHLY BILLING
E 002-023-520520		TELEPHONE / INTERNE	\$277.68	301-521155	JAN 2024 MONTHLY BILLING
E 003-000-520520		TELEPHONE / INTERNE	\$609.68	301-521155	JAN 2024 MONTHLY BILLING
E 004-041-520520		TELEPHONE / INTERNE	\$207.28	301-521155	JAN 2024 MONTHLY BILLING
E 004-042-520520		TELEPHONE / INTERNE	\$137.68	301-521155	JAN 2024 MONTHLY BILLING
E 005-000-520520		TELEPHONE / INTERNE	\$223.10	301-521155	JAN 2024 MONTHLY BILLING
E 013-131-520520		TELEPHONE / INTERNE	\$221.58	301-521155	JAN 2024 MONTHLY BILLING
E 015-151-520520		TELEPHONE / INTERNE	\$182.70	301-521155	JAN 2024 MONTHLY BILLING
E 001-001-520520		TELEPHONE / INTERNE	\$51.59	301-541718	JAN 2024 EBS ADMIN/PD
E 002-024-520520		TELEPHONE / INTERNE	\$51.60	301-541718	JAN 2024 EBS ADMIN/PD
E 004-043-520520		TELEPHONE / INTERNE	\$51.60	301-541718	JAN 2024 EBS ADMIN/PD
E 001-002-520520		TELEPHONE / INTERNE	\$154.80	301-541718	JAN 2024 EBS ADMIN/PD
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	INTERNET FOR WATER METERS
		Total	\$5,706.35		
36838	01/22/24	WICHITA STATE UNIVERSITY			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$466.67	518153	LOCAL GOVERNMENT NETWORK 2024 MEMBERSHIP
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$466.67	518153	LOCAL GOVERNMENT NETWORK 2024 MEMBERSHIP
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$466.66	518153	LOCAL GOVERNMENT NETWORK 2024 MEMBERSHIP
		Total	\$1,400.00		
36839	01/22/24	WUTHNOW HEATING & AIR. LLC			
E 001-006-520610		BUILDING MAINTENANC	\$373.05	4920	GREENHOUSE HEATER REPAIR
		Total	\$373.05		
002000			\$156,093.60		

CITY OF ABILENE

01/16/24 3:09 PM

Page 6

***Check Detail Register©**

Batch: 012224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$15,039.09
002 WATER FUND	\$27,281.16
003 RECYCLING FUND	\$893.47
004 SEWER FUND	\$6,273.93
005 AIRPORT FUND	\$881.90
013 TOURISM & CONVENTION FUND	\$7,786.58
014 SPECIAL STREET FUND	\$93,909.48
015 RECREATION COMMISSION	\$2,957.99
020 EQUIPMENT RESERVE FUND	\$1,070.00
	\$156,093.60



CITY OF ABILENE

01/16/24 2:10 PM

Page 1

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36755	12/28/23	ABILENE REFLECTOR-CHRONICLE			
E 001-001-520320		PRINTING & ADVERTISI	\$30.00	278615	LAND BANK NOTICE OF SALE GBH WEST LOTS
E 001-001-520320		PRINTING & ADVERTISI	\$30.00	278707	ORDINANCE #23-3441 MAYOR/VICE MAYOR VOTE
		Total	\$60.00		
36756	12/28/23	ABILENE RENT-ALL & SALES, INC			
E 003-000-520620		EQUIPMENT REP & MAI	\$33.95	76554	FORKLIFT BOTTLE VALVE & PROPANE
E 003-000-521060		GASOLINE-OIL-LUBRICA	\$93.60	76554	FORKLIFT BOTTLE VALVE & PROPANE
		Total	\$127.55		
36757	12/28/23	CATLETT AUTOMOTIVE INC			
E 001-004-520620		EQUIPMENT REP & MAI	\$0.71	166066	#10B REPAIR HYDRAULIC PLUG
E 001-004-520620		EQUIPMENT REP & MAI	\$18.66	166135	#08 PWER STEERING FLUID
E 001-004-520620		EQUIPMENT REP & MAI	\$17.90	166200	#06 TRAIL BLAZER HEADLIGHT
E 004-042-521080		TOOLS & MINOR EQUIP	\$60.99	166349	GEAR WRENCH SET
E 002-022-520620		EQUIPMENT REP & MAI	\$8.30	166406	#22B SEWER TRUCK HOSE FITTING
		Total	\$106.56		
36758	12/28/23	CBK INC			
E 001-001-520700		RENT-CONTRACTS-MAI	\$0.35	2023-12-31-L	COLLECTION FEES FOR 12/1-12/31/23
E 002-024-520700		RENT-CONTRACTS-MAI	\$0.35	2023-12-31-L	COLLECTION FEES FOR 12/1-12/31/23
E 004-043-520700		RENT-CONTRACTS-MAI	\$0.35	2023-12-31-L	COLLECTION FEES FOR 12/1-12/31/23
		Total	\$1.05		
36759	12/28/23	CINTAS			
E 001-004-521140		FIRST AID & MEDICAL S	\$137.89	5190175177	1ST AID CABINET @ YARD
		Total	\$137.89		
36760	12/28/23	CORE & MAIN			
E 002-022-531060		WATER DISTRIBUTION L	\$4,980.86	U086345	SUPPLIES FOR WTERLINE REPLACEMENT
		Total	\$4,980.86		
36761	12/28/23	DELL MARKETING L.P.			
E 004-043-521000		COMPUTER EQUIPMEN	\$2,011.67	811141710	2 RUGGED LAPTOPS & 1 XPS LAPTOP
E 001-011-521000		COMPUTER EQUIPMEN	\$2,900.00	811141710	2 RUGGED LAPTOPS & 1 XPS LAPTOP
E 001-001-521000		COMPUTER EQUIPMEN	\$2,011.67	811141728	2 RUGGED LAPTOPS & 1 XPS LAPTOP
E 002-024-521000		COMPUTER EQUIPMEN	\$2,011.67	811141728	2 RUGGED LAPTOPS & 1 XPS LAPTOP
		Total	\$8,935.01		
36762	12/28/23	DK CTY ADMINISTRATION			
E 001-012-520700		RENT-CONTRACTS-MAI	\$500.00	STM 122823	MUNICIPAL COURT USAGE 4TH QTR
		Total	\$500.00		
36763	12/28/23	ALISSA KITZMILLER			
E 001-011-520910		DUES-SUBSCRIPTIONS-	\$230.00	1	ANNUAL SUBSCRIPTION
		Total	\$230.00		
36764	12/28/23	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$1,485.00	STM 113023	NOVEMBER 2023 BILLING

CITY OF ABILENE

01/16/24 2:10 PM

Page 2

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520960		PRISONER CARE	\$900.00	STM 123123	DECEMBER 2023 BILLING
		Total	\$2,385.00		
36765	12/28/23	WONDERWARE INC			
E 002-024-520782		E-BILL FEES	\$691.25	INV-23623	DEC 2023 CC PROCESSING FEES
E 004-043-520782		E-BILL FEES	\$691.25	INV-23623	DEC 2023 CC PROCESSING FEES
		Total	\$1,382.50		
36766	12/28/23	FELD FIRE			
E 001-003-521231		FIRE EQUIPMENT	\$1,282.50	0433165-IN	SCBA ANNUAL TESTING
E 001-003-521231		FIRE EQUIPMENT	\$442.02	432561-IN	2 HAND LANTERN LIGHTS E31
		Total	\$1,724.52		
36767	12/28/23	FOSTER DESIGN ASSOCIATES LLC			
E 001-008-520260		SPECIAL PROJECTS	\$6,449.17	23006-4	COMMUNITY PLANNING SERVICE 10/22-12/15/23
		Total	\$6,449.17		
36768	12/28/23	GILMORE & ASSOC. HOMES LLC			
E 001-011-520650		SIDEWALKS - RESIDENT	\$1,000.00	3102023	SIDEWALK PROGRAM - 1020 N WALNUT (CORNER LOT)
		Total	\$1,000.00		
36769	12/28/23	HOLM AUTOMOTIVE CENTER			
E 001-005-520620		EQUIPMENT REP & MAI	\$55.84	370352	2024 GMC SIERRA WIREING LAMPS
		Total	\$55.84		
36770	12/28/23	BRAD HOMMAN			
E 005-000-520610		BUILDING MAINTENANC	\$1,585.40	9076	PURCHASE/INSTALL MONITORED FIRE ALARM W/CELLULAR COMMUNICATOR
E 005-000-520610		BUILDING MAINTENANC	\$4,118.00	9200	PURCHASE/INSTALL VIDEO SURVEILLANCE SYSTEM @ AIRPORT
		Total	\$5,703.40		
36771	12/28/23	IMAGE QUEST			
E 013-131-521045		OFFICE EQUIPMENT	\$11.50	IN4200492	COPY MACHINE
E 013-131-521045		OFFICE EQUIPMENT	\$11.50	IN4200647	COPY MACHINE
E 013-131-521045		OFFICE EQUIPMENT	\$11.50	IN4200854	COPY MACHINE
E 013-131-521045		OFFICE EQUIPMENT	\$148.90	IN4396782	COPY MACHINE
		Total	\$183.40		
36772	12/28/23	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520970		MISCELLANEOUS SERVI	\$105.60	3120132	DECEMBER LOCATES
		Total	\$105.60		
36773	12/28/23	KDOR-MISCELLANEOUS TAX SECTION			
E 002-024-520951		WATER TAX / PROTECT	\$1,672.99	STM 123123	OCT NOV DEC 2023 WATER PROTECTION & CLEAN DRINKING WATER FEES
E 002-024-520951		WATER TAX / PROTECT	\$1,568.43	STM 123123	OCT NOV DEC 2023 WATER PROTECTION & CLEAN DRINKING WATER FEES
		Total	\$3,241.42		
36774	12/28/23	KS TREASURER			

CITY OF ABILENE

01/16/24 2:10 PM

Page 3

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520810		STATE FEES	\$971.77	STM 123123	STATE COURT FEES - DEC 2023
		Total	\$971.77		
36775	12/28/23	LUMBER HOUSE TRUE VALUE			
E 003-000-520610		BUILDING MAINTENANC	\$109.98	2310-136852	WALL REPAIR TO R. CENTER
E 003-000-520610		BUILDING MAINTENANC	\$31.94	2310-136907	WALL REPAIR @ R. CENTER
E 003-000-520610		BUILDING MAINTENANC	\$20.48	2311-145011	WALL REPAIR @ R. CENTER
E 001-001-520260		SPECIAL PROJECTS	\$7.99	2311-145562	CHRISTMAS DECORATIONS SIGN N. END OF TOWN
E 001-004-520620		EQUIPMENT REP & MAI	\$92.99	2312-154477	PROPANE TORCH REGULATOR
E 001-004-521080		TOOLS & MINOR EQUIP	\$8.99	2312-154704	ORANGE MARKING PAINT
E 001-001-520970		MISCELLANEOUS SERVI	\$7.99	2312-154856	GATE LATCH DOG PARK
E 001-001-520900		QUALITY OF LIFE COALI	\$7.99	2312-154886	GATE LATCH DOG PARK
E 004-042-520620		EQUIPMENT REP & MAI	\$11.56	2312-156573	SPACERS FOR BLOWER
E 001-004-521080		TOOLS & MINOR EQUIP	\$59.98	2312-156665	18" CHAINSAW CHAIN
E 001-004-521080		TOOLS & MINOR EQUIP	\$45.00	2312-156682	CHAINSAW CHAINS SHARPENED
		Total	\$404.89		
36776	12/28/23	MCPHERSON CONCRETE PRODUCTS			
E 005-000-530261		AIRPORT IMPROVEMEN	\$6,363.68	I0080497	HOLE PLUGS & JOINTS
E 005-000-530261		AIRPORT IMPROVEMEN	\$3,563.00	I0080498	PLARED END SECTIONS-FEMALE & MALE
		Total	\$9,926.68		
36777	12/28/23	MELLEN & ASSOCIATES, INC			
E 004-042-520610		BUILDING MAINTENANC	\$1,707.00	34980	ACTUATOR REPAIR
		Total	\$1,707.00		
36778	12/28/23	MEREDITH OPERATIONS CORPORATION			
E 013-131-520740		PROMOTION, ADS, MAR	\$8,729.00	20210012	2024 KS TRAVEL GUIDE - BACK COVER
		Total	\$8,729.00		
36779	12/28/23	INVORG INC			
E 001-011-520705		SOFTWARE SUBSCRIPT	\$1,422.00	1383	DEC 2023 SOFTWARE SUBSCRIPTION
		Total	\$1,422.00		
36780	12/28/23	OCCK INC.			
E 003-000-520490		OCCK SERVICES	\$6,166.67	125497	DEC 2023 SERVICE @ RECYCLE CENTER
		Total	\$6,166.67		
36781	12/28/23	OCCUPATIONAL PERFORMANCE CORP.			
E 001-002-520425		PHYS CAP/DRUG SCR/B	\$149.00	170293	STAT UA 5 & PHYSICAL TESTS GLASGOW, WEST, TAYLOR
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$149.00	170293	STAT UA 5 & PHYSICAL TESTS GLASGOW, WEST, TAYLOR
E 001-006-520425		PHYS CAP/DRUG SCR/B	\$149.00	170293	STAT UA 5 & PHYSICAL TESTS GLASGOW, WEST, TAYLOR
		Total	\$447.00		
36782	12/28/23	OLSSON			
E 014-000-520140		ENGINEERING	\$16,679.00	484317	14TH ST. INSPECTIONS
		Total	\$16,679.00		

CITY OF ABILENE

01/16/24 2:10 PM

Page 4

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36783	12/28/23	OVERHEAD DOOR CO			
E 001-003-520610		BUILDING MAINTENANC	\$532.93	133536	GARAGE DOOR REPAIR
		Total	\$532.93		
36784	12/28/23	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$326.30	2460199311	SUSPENDED SOLIDS
		Total	\$326.30		
36785	12/28/23	PIONEER FARM INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$7.12	643450	BOTLS & WASHERS
E 001-001-520260		SPECIAL PROJECTS	\$6.99	643484	OUTLET COVER FOR WELCOME SIGN
E 002-022-520970		MISCELLANEOUS SERVI	\$90.93	643485	FLAGS FOR LOCATING
		Total	\$105.04		
36786	12/28/23	ROASTER JOES, INC			
E 001-003-520970		MISCELLANEOUS SERVI	\$99.38	2064.313629	COFFEE
E 001-002-520970		MISCELLANEOUS SERVI	\$51.66	2064.313630	COFFEE
		Total	\$151.04		
36787	12/28/23	SMITH HEATING & AIR			
E 002-023-520610		BUILDING MAINTENANC	\$60.72	79325	THERMOSTAT FOR WELL #17
		Total	\$60.72		
36788	12/28/23	TRANSUNION RISK & ALTERNATIVE			
E 001-002-520920		ANIMAL CARE	\$110.00	6199432-202	DECEMBER 2023 BILLING
		Total	\$110.00		
36789	12/28/23	TYLER TECHNOLOGIES, INC			
E 020-000-530260		SPECIAL PROJECTS	\$55,893.00	025-451604	INCODE ANNUAL SAAS FEES 2024
		Total	\$55,893.00		
36790	12/28/23	VANDERBILT'S NO. 4, INC			
E 001-006-521150		UNIFORMS & ALTERATI	\$119.99	690840	T. TAYLOR BOOTS
		Total	\$119.99		
36791	12/28/23	VISA - UMB ADMINISTRATION			
E 001-001-520520		TELEPHONE / INTERNE	\$405.21	STM 010224	PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$405.21	STM 010224	PHONE SERVICE
E 004-043-520509		GAS SERVICE	\$405.21	STM 010224	PHONE SERVICE
E 001-008-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	\$168.13	STM 010224	PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$232.96	STM 010224	PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$164.87	STM 010224	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$114.18	STM 010224	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$194.59	STM 010224	PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$70.76	STM 010224	PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$70.76	STM 010224	PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$70.75	STM 010224	PHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	\$90.05	STM 010224	PHONE SERVICE

CITY OF ABILENE

01/16/24 2:10 PM

Page 5

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 015-152-520520		TELEPHONE / INTERNE	\$59.81	STM 010224	PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$124.19	STM 010224	PHONE SERVICE
E 001-001-520280		TRAVEL-MEETINGS & C	\$30.00	STM 010224	PARKING HOTEL LAWRENCE MARSH CMP GRADUATION
E 001-001-520800		AWARDS & CONTRIBUTI	\$50.00	STM 010224	RHV XMAS PARTY GIFT CERT.
E 001-001-520800		AWARDS & CONTRIBUTI	\$50.00	STM 010224	RHV XMAS PARTY GIFT CERT.
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	CCMFOA ANNUAL MEMBERSHIP DUES
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	CCMFOA ANNUAL MEMBERSHIP DUES
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	CCMFOA ANNUAL MEMBERSHIP DUES
E 001-001-520800		AWARDS & CONTRIBUTI	\$100.00	STM 010224	SERVICE AWARD GIFT CERT
E 001-001-520800		AWARDS & CONTRIBUTI	\$207.00	STM 010224	150 SERVICE AWARDS/50 XMAS PART PLUS
E 001-001-520800		AWARDS & CONTRIBUTI	\$700.00	STM 010224	650 SERVICE AWARDS/50 XMAS PARTY
E 001-001-520800		AWARDS & CONTRIBUTI	\$300.00	STM 010224	250 SERVICE AWARDS/50 XMAS PARTY
E 001-001-521010		OFFICE SUPPLIES	\$27.63	STM 010224	SPACE HEATER/SURFACE PRO CHARGER
E 002-024-521010		OFFICE SUPPLIES	\$27.63	STM 010224	SPACE HEATER/SURFACE PRO CHARGER
E 004-043-521010		OFFICE SUPPLIES	\$27.63	STM 010224	SPACE HEATER/SURFACE PRO CHARGER
E 001-015-520710		CIVIC CENTER MAINTEN	\$40.77	STM 010224	CVB LIGHTS IN BIG CONF ROOM
E 001-001-521010		OFFICE SUPPLIES	\$16.55	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 002-024-521010		OFFICE SUPPLIES	\$16.54	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 004-043-521010		OFFICE SUPPLIES	\$16.54	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 001-001-521040		JANITOR SUPPLIES	\$19.67	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 002-024-521040		JANITOR SUPPLIES	\$19.66	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 004-042-521040		JANITOR SUPPLIES	\$19.66	STM 010224	CERT. HOLDERS/BINDERS/TRASH BAGS
E 001-001-521000		COMPUTER EQUIPMEN	\$1,334.90	STM 010224	SCANNERS
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$20.00	STM 010224	BACKGROUND CHECK WATER DEPT
E 001-001-521010		OFFICE SUPPLIES	\$1.92	STM 010224	TUMS
E 002-024-521010		OFFICE SUPPLIES	\$1.92	STM 010224	TUMS
E 004-043-521010		OFFICE SUPPLIES	\$1.91	STM 010224	TUMS
E 001-001-520610		BUILDING MAINTENANC	\$12.19	STM 010224	BLUETOOTH HEADSET
E 002-024-520610		BUILDING MAINTENANC	\$12.19	STM 010224	BLUETOOTH HEADSET
E 004-043-520610		BUILDING MAINTENANC	\$12.19	STM 010224	BLUETOOTH HEADSET
E 001-001-520705		SOFTWARE SUBSCRIPT	\$24.75	STM 010224	ANNUAL SOFTWARE SUSCRPTION
E 001-001-521045		OFFICE EQUIPMENT	\$209.70	STM 010224	CONF ROOM MICROPC REPLACEMENT
E 002-024-521045		OFFICE EQUIPMENT	\$209.65	STM 010224	CONF ROOM MICROPC REPLACEMENT
E 004-043-521045		OFFICE EQUIPMENT	\$209.65	STM 010224	CONF ROOM MICROPC REPLACEMENT
E 001-001-521045		OFFICE EQUIPMENT	\$313.34	STM 010224	RON'S PC REPLACEMENT
E 002-024-521045		OFFICE EQUIPMENT	\$313.25	STM 010224	RON'S PC REPLACEMENT
E 004-043-521045		OFFICE EQUIPMENT	\$313.25	STM 010224	RON'S PC REPLACEMENT
E 001-001-521010		OFFICE SUPPLIES	\$9.03	STM 010224	NAME PLAT FOR COMMIS MEYSENBURG
E 001-011-521045		OFFICE EQUIPMENT	\$259.00	STM 010224	SCANNER FOR TRAVIS
E 002-022-520510		ELECTRIC SERVICE	\$88.37	STM 010224	ELECTRIC SERVICE @ CLR GARTEN/WATER TOWER & RUSSELL STOVER
E 004-042-520610		BUILDING MAINTENANC	\$498.90	STM 010224	WWTP BUILDING MAINT - MOTOR
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$20.00	STM 010224	BACKGROUND CHECK WATER DEPT
E 001-001-520800		AWARDS & CONTRIBUTI	\$99.22	STM 010224	CARES COALITION TREE DONATION FOR 2024
E 001-001-521010		OFFICE SUPPLIES	\$12.22	STM 010224	PAPER TOWELS
E 002-024-521010		OFFICE SUPPLIES	\$12.22	STM 010224	PAPER TOWELS
E 004-043-521010		OFFICE SUPPLIES	\$12.23	STM 010224	PAPER TOWELS
E 001-001-520800		AWARDS & CONTRIBUTI	(\$14.40)	STM 010224	CARES COALITION WREATH DONATION REFUND

CITY OF ABILENE

01/16/24 2:10 PM

Page 6

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520800		AWARDS & CONTRIBUTI	(\$17.79)	STM 010224	CARES COALITION WREATH DONATION REFUND
E 001-001-521010		OFFICE SUPPLIES	\$9.35	STM 010224	ENVELOPES FOR W2'S
E 002-024-521010		OFFICE SUPPLIES	\$9.35	STM 010224	ENVELOPES FOR W2'S
E 004-043-521010		OFFICE SUPPLIES	\$9.34	STM 010224	ENVELOPES FOR W2'S
E 001-001-530320		OFFICE EQUIPMENT & F	\$172.67	STM 010224	SCANNERS
E 002-024-530320		OFFICE EQUIPMENT & F	\$172.67	STM 010224	SCANNERS
E 004-043-530320		OFFICE EQUIPMENT & F	\$172.66	STM 010224	SCANNERS
E 001-001-521010		OFFICE SUPPLIES	\$11.87	STM 010224	USB PORT EXTENSION/PERMANENT MARKERS
E 002-024-521010		OFFICE SUPPLIES	\$11.87	STM 010224	USB PORT EXTENSION/PERMANENT MARKERS
E 004-043-521010		OFFICE SUPPLIES	\$11.87	STM 010224	USB PORT EXTENSION/PERMANENT MARKERS
E 001-001-521010		OFFICE SUPPLIES	\$2.88	STM 010224	REPLACEMENT INK PADS
E 002-024-521010		OFFICE SUPPLIES	\$2.88	STM 010224	REPLACEMENT INK PADS
E 004-043-521010		OFFICE SUPPLIES	\$2.89	STM 010224	REPLACEMENT INK PADS
E 001-001-521045		OFFICE EQUIPMENT	\$259.00	STM 010224	SCANNER
E 004-042-520610		BUILDING MAINTENANC	\$1,758.00	STM 010224	HEATER BELT/PRESS ROOM
E 001-001-521010		OFFICE SUPPLIES	\$18.69	STM 010224	W2 FORMS
E 002-024-521010		OFFICE SUPPLIES	\$18.69	STM 010224	W2 FORMS
E 004-043-521010		OFFICE SUPPLIES	\$18.70	STM 010224	W2 FORMS
E 001-006-520425		PHYS CAP/DRUG SCR/B	\$20.00	STM 010224	BACKGROUND CHECK PARKS DEPT
E 001-001-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 010224	MONTHLY BASECAMP FEES
E 002-024-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 010224	MONTHLY BASECAMP FEES
E 004-043-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 010224	MONTHLY BASECAMP FEES
E 001-001-521010		OFFICE SUPPLIES	(\$18.69)	STM 010224	CREDIT INCORRECT ITEM
E 002-024-521010		OFFICE SUPPLIES	(\$18.69)	STM 010224	CREDIT INCORRECT ITEM
E 004-043-521010		OFFICE SUPPLIES	(\$18.70)	STM 010224	CREDIT INCORRECT ITEM
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	KSGFOA 2024 DUES EFURD
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	KSGFOA 2024 DUES EFURD
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 010224	KSGFOA 2024 DUES EFURD
E 001-001-521010		OFFICE SUPPLIES	\$9.35	STM 010224	W2'S
E 002-024-521010		OFFICE SUPPLIES	\$9.35	STM 010224	W2'S
E 004-043-521010		OFFICE SUPPLIES	\$9.34	STM 010224	W2'S
E 001-001-530320		OFFICE EQUIPMENT & F	\$182.95	STM 010224	3 DOCKING STATIONS
E 002-024-530320		OFFICE EQUIPMENT & F	\$182.95	STM 010224	3 DOCKING STATIONS
E 004-043-530320		OFFICE EQUIPMENT & F	\$182.95	STM 010224	3 DOCKING STATIONS
E 001-001-521010		OFFICE SUPPLIES	\$9.07	STM 010224	OFFICE SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	\$9.07	STM 010224	OFFICE SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	\$9.08	STM 010224	OFFICE SUPPLIES
E 001-001-530320		OFFICE EQUIPMENT & F	\$26.00	STM 010224	LEANN'S ERGONOMICAL MOUSE
E 002-024-530320		OFFICE EQUIPMENT & F	\$26.00	STM 010224	LEANN'S ERGONOMICAL MOUSE
E 004-043-530320		OFFICE EQUIPMENT & F	\$25.99	STM 010224	LEANN'S ERGONOMICAL MOUSE
E 001-001-520705		SOFTWARE SUBSCRIPT	\$638.00	STM 010224	CITYWIDE SOFTWARE DIRECTORS USE W/MICROSOFT
E 002-024-520705		SOFTWARE SUBSCRIPT	\$638.00	STM 010224	CITYWIDE SOFTWARE DIRECTORS USE W/MICROSOFT
E 004-043-520705		SOFTWARE SUBSCRIPT	\$638.00	STM 010224	CITYWIDE SOFTWARE DIRECTORS USE W/MICROSOFT
E 001-001-520520		TELEPHONE / INTERNE	\$405.21	STM 010224	PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$405.21	STM 010224	PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$405.21	STM 010224	PHONE SERVICE

CITY OF ABILENE

01/16/24 2:10 PM

Page 7

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-008-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	\$168.13	STM 010224	PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$232.96	STM 010224	PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$135.07	STM 010224	PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$164.87	STM 010224	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$114.18	STM 010224	PHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$194.59	STM 010224	PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$70.76	STM 010224	PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$70.76	STM 010224	PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$70.75	STM 010224	PHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	\$90.05	STM 010224	PHONE SERVICE
E 015-152-520520		TELEPHONE / INTERNE	\$59.81	STM 010224	PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$124.19	STM 010224	PHONE SERVICE
Total			\$17,075.27		
36792	12/28/23	VISA - UMB AIRPORT			
E 005-000-520141		AWOS	\$16.85	STM 010224	AWOS INTERNET
E 005-000-520520		TELEPHONE / INTERNE	\$117.70	STM 010224	INTERNET OFFICE COMPUTER
Total			\$134.55		
36793	12/28/23	VISA - UMB COMMUNITY DEVELOP			
E 020-000-530396		INSPECTION EQUIPMEN	\$330.12	STM 010224	LIGHTBAR FOR INSPECTION TRUCK
E 001-008-521010		OFFICE SUPPLIES	(\$78.78)	STM 010224	HOLIDAY DÉCOR FOR THE OFFICE
E 001-011-520270		TRAINING	\$69.99	STM 010224	PREP BOOK FOR INSPECTION TEST
E 001-011-521010		OFFICE SUPPLIES	\$179.62	STM 010224	LABEL MAKER & SUPPLIES
E 001-008-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	\$50 GIFT CARD FOR XMAS PARTY
E 001-008-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	\$50 GIFT CARD FOR XMAS PARTY
E 001-008-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	\$50 GIFT CARD FOR XMAS PARTY
E 001-008-520970		MISCELLANEOUS SERVI	\$100.00	STM 010224	2 \$50 GIFT CARD FOR XMAS PARTY
E 001-008-520705		SOFTWARE SUBSCRIPT	\$21.69	STM 010224	ADOBE ACROBAT PRO MONTHLY SUBSCRIPTION 12/14/23-1/14/24
E 001-011-520970		MISCELLANEOUS SERVI	\$103.50	STM 010224	GIFT CARD FOR XMAS PARTY
E 001-011-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	GIFT CARD FOR XMAS PARTY
E 001-011-520970		MISCELLANEOUS SERVI	\$100.00	STM 010224	GIFT CARD FOR XMAS PARTY
E 001-008-520270		TRAINING	\$28.27	STM 010224	ITEMS FOR DIRECTORS MEETING 12/19/23
Total			\$1,054.41		
36794	12/28/23	VISA - UMB CVB			
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$39.95	STM 010224	SUBSCRIPTION
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520220		POSTAGE & METER RE	\$3.75	STM 010224	POSTAGE MAIL VISITOR INFO REQUEST
E 001-015-530380		MISCELLANEOUS	\$15.99	STM 010224	2023 TOTES FOR SANTA @ LITTLE IKE PARK
E 001-015-530380		MISCELLANEOUS	\$111.93	STM 010224	2023 CIVIC CENTER STORAGE BOXES FOR REMODEL/SANTA
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	SOCIAL MEDIA ADS COWTOWN CHRISTMAS
E 013-131-520740		PROMOTION, ADS, MAR	\$15.23	STM 010224	WLBB FEATURED IN BOOK
E 001-001-520520		TELEPHONE / INTERNE	\$49.00	STM 010224	LIVE STREAMING CITY COMMIS MEETINGS

CITY OF ABILENE

01/16/24 2:10 PM

Page 8

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 013-131-520740		PROMOTION, ADS, MAR	\$13.00	STM 010224	2024 EISENHOWER MARATHON WEBSITE
E 013-131-520220		POSTAGE & METER RE	\$66.00	STM 010224	2023 POSTAGE STAMPS
E 013-131-520520		TELEPHONE / INTERNE	\$493.03	STM 010224	2023 PHONE/INTERNET
E 013-131-520270		TRAINING	\$573.41	STM 010224	2024 STE ALABAMA TRAVEL WRITER CONF
E 013-131-520270		TRAINING	\$20.00	STM 010224	2024 DESTINATION CAPITOL HILL - TRAVEL INDUSTRY ASSOC
E 013-131-520740		PROMOTION, ADS, MAR	\$20.00	STM 010224	2024 US TRAVEL DESTINATION CAPITOL HILL - TRAVEL
E 013-131-520270		TRAINING	\$222.81	STM 010224	2024 US TRAVEL DESTINATION CAPITOL HILL - TRAVEL INDU
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	2023 SOCIAL MEDIA ADS
E 013-131-520270		TRAINING	\$372.00	STM 010224	2024 RURAL LEADERS RETREAT - KS SAMPLER FOUN
E 013-131-520740		PROMOTION, ADS, MAR	\$100.00	STM 010224	2023 SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	\$15.00	STM 010224	POSTAGE MIAL VISITOR INFO REQUESTS
E 013-131-520220		POSTAGE & METER RE	\$11.98	STM 010224	POSTAGE MIAL VISITOR INFO REQUESTS
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$144.00	STM 010224	2024 SUBSCRIPTION
E 013-131-520220		POSTAGE & METER RE	\$7.74	STM 010224	POSTAGE MAIL VISITOR INFO REQUESTS
E 013-131-520740		PROMOTION, ADS, MAR	\$59.73	STM 010224	2023 SOCIAL MEDIA ADS
Total			\$2,854.55		
36795	12/28/23	VISA - UMB FIRE DEPT			
E 001-003-521231		FIRE EQUIPMENT	\$58.31	STM 010224	IMPACT SOCKET SET
E 001-003-520270		TRAINING	\$36.87	STM 010224	BREAKFAST FOR STAFF MEETING
E 001-001-520800		AWARDS & CONTRIBUTI	\$38.28	STM 010224	CHRISTMAS PARTY DECORATIONS
E 001-003-520270		TRAINING	\$153.90	STM 010224	NFPA MANUAL
E 001-003-521040		JANITOR SUPPLIES	\$116.91	STM 010224	RESTROOM SUPPLIES
E 001-003-521231		FIRE EQUIPMENT	\$47.47	STM 010224	CORNWELL TOOLS
E 001-003-520970		MISCELLANEOUS SERVI	\$51.75	STM 010224	GIFT CARD
E 001-003-520970		MISCELLANEOUS SERVI	\$100.00	STM 010224	GIFT CARD
E 001-003-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	GIFT CARD
E 001-003-520270		TRAINING	\$769.77	STM 010224	9 BOOKS FOR DRIVER OPERATOR
E 001-003-520270		TRAINING	\$32.88	STM 010224	DESSERT & DRINKS
E 001-003-520270		TRAINING	\$30.00	STM 010224	RENEW EMT CERTIFICATION
Total			\$1,486.14		
36796	12/28/23	VISA - UMB PUBLIC WORKS			
E 001-004-520270		TRAINING	\$9.48	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 004-042-520270		TRAINING	\$9.48	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 004-042-520620		EQUIPMENT REP & MAI	\$134.61	STM 010224	CAPACITOR REPAIR
E 004-041-530320		OFFICE EQUIPMENT & F	\$1,407.00	STM 010224	STEINER COMPUTER
E 001-001-520800		AWARDS & CONTRIBUTI	\$36.90	STM 010224	CITY CHRISTMAS PARTY
E 003-000-520270		TRAINING	\$125.00	STM 010224	KOR MEMBERSHIP
E 004-042-521010		OFFICE SUPPLIES	\$15.97	STM 010224	VGA CABLE
E 004-042-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	XMAS PARTY GIFT CARD
E 004-043-521045		OFFICE EQUIPMENT	\$586.85	STM 010224	K. CLARK COMPUTER
E 004-042-520270		TRAINING	\$13.34	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 001-004-520270		TRAINING	\$13.33	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 002-022-520970		MISCELLANEOUS SERVI	\$21.46	STM 010224	COOKIES & WATER LADIES XMAS PARTY
E 002-023-520970		MISCELLANEOUS SERVI	\$22.75	STM 010224	COOKIES & WATER LADIES XMAS PARTY
E 002-023-520970		MISCELLANEOUS SERVI	(\$22.75)	STM 010224	REFUND TAX

CITY OF ABILENE

01/16/24 2:10 PM

Page 9

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	XMAS PARTY G/CARD
E 002-023-521010		OFFICE SUPPLIES	\$38.35	STM 010224	TP & CLEANING SUPPLIES
E 002-023-520970		MISCELLANEOUS SERVI	\$50.00	STM 010224	XMAS PARTY G/CARD
E 003-000-521010		OFFICE SUPPLIES	\$50.00	STM 010224	XMAS PARTY G/CARD
E 001-005-520600		VEHICLE EXPENSES	\$29.47	STM 010224	#24 & #24B VEHICLE REGISTRATION
E 002-022-520600		VEHICLE EXPENSES	\$29.47	STM 010224	#24 & #24B VEHICLE REGISTRATION
E 002-022-521010		OFFICE SUPPLIES	\$19.82	STM 010224	BRAD INK PENS
E 002-022-521010		OFFICE SUPPLIES	\$20.46	STM 010224	BRAD INK PENS
E 004-042-521080		TOOLS & MINOR EQUIP	\$224.98	STM 010224	DISPOSABLE GLOVES
E 001-004-521080		TOOLS & MINOR EQUIP	\$187.40	STM 010224	DEWALT BATTERIES
E 004-041-521010		OFFICE SUPPLIES	\$7.94	STM 010224	PORT CABLE, WALL CLOCK & DRY ERASE BOARD
E 002-022-521010		OFFICE SUPPLIES	\$42.27	STM 010224	PORT CABLE, WALL CLOCK & DRY ERASE BOARD
E 004-042-520270		TRAINING	\$15.58	STM 010224	CDL TRAINING MEAL SIMS
E 001-001-520800		AWARDS & CONTRIBUTI	\$37.00	STM 010224	REIMB BY AAKC
E 001-004-520270		TRAINING	\$17.07	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 004-042-520270		TRAINING	\$17.07	STM 010224	CDL TRAINING MEALS SIMS/RHODES
E 004-042-521010		OFFICE SUPPLIES	\$8.56	STM 010224	BOTTLE WATER/HOT COCOA & PAPER PLATES
E 001-004-521010		OFFICE SUPPLIES	\$30.46	STM 010224	BOTTLE WATER/HOT COCOA & PAPER PLATES
E 004-042-520270		TRAINING	\$16.29	STM 010224	CDL TRAINING MEAL SIMS
E 001-004-520270		TRAINING	\$18.40	STM 010224	CDL TRAINING SIMS & RHODES
E 004-042-520270		TRAINING	\$18.39	STM 010224	CDL TRAINING SIMS & RHODES
E 004-042-521010		OFFICE SUPPLIES	\$30.88	STM 010224	COMPUTER MOUSE
E 004-042-521010		OFFICE SUPPLIES	\$91.79	STM 010224	COMPUTER MOUSE
E 002-022-521010		OFFICE SUPPLIES	\$19.79	STM 010224	STENO PADS
E 001-004-520270		TRAINING	\$13.96	STM 010224	CDL TRAINING MEAL SIMS & PHODES
E 004-042-520270		TRAINING	\$13.95	STM 010224	CDL TRAINING MEAL SIMS & PHODES
E 001-004-530320		OFFICE EQUIPMENT & F	\$429.99	STM 010224	TV FOR VIEWING MAPS & PLANS
E 001-004-530320		OFFICE EQUIPMENT & F	\$49.49	STM 010224	TV WALL MOUNT
E 001-004-520620		EQUIPMENT REP & MAI	\$218.04	STM 010224	NAPA TRACS
E 002-023-520600		VEHICLE EXPENSES	\$28.49	STM 010224	NEW HEADLIGHT BULBS
E 004-042-520610		BUILDING MAINTENANC	\$15.00	STM 010224	CLEANING SUPPLIES
E 004-042-520270		TRAINING	\$26.75	STM 010224	CDL LICENSE BOB
E 001-004-520270		TRAINING	\$39.46	STM 010224	CDL LICSENS DUSTIN
E 001-001-520900		QUALITY OF LIFE COAL	\$103.20	STM 010224	FENCE TIES
E 003-000-521010		OFFICE SUPPLIES	\$50.00	STM 010224	XMAS PARTY G/CARD
		Total	\$4,483.19		
36797	12/28/23	WEIS FIRE & SAFETY EQUIPMENT			
E 001-003-521231		FIRE EQUIPMENT	\$464.28	192211	AXE & HALLIGON BAR
		Total	\$464.28		
36798	12/28/23	WORTH HYDROCHEM			
E 002-023-521180		FILTERS	\$1,893.86	12884IN	CARTRIDGE FILTERS
		Total	\$1,893.86		
36799	12/28/23	WUTHNOW HEATING & AIR. LLC			
E 001-003-520610		BUILDING MAINTENANC	\$306.35	4943	ICE MACHINE CLEAN & SERVICE
		Total	\$306.35		

CITY OF ABILENE

01/16/24 2:10 PM

Page 10

***Check Detail Register©**

Batch: 122823PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
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002000			\$170,815.40		
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Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$33,551.37
002 WATER FUND	\$16,566.72
003 RECYCLING FUND	\$6,861.72
004 SEWER FUND	\$12,821.63
005 AIRPORT FUND	\$15,764.63
013 TOURISM & CONVENTION FUND	\$11,838.41
014 SPECIAL STREET FUND	\$16,679.00
015 RECREATION COMMISSION	\$508.80
020 EQUIPMENT RESERVE FUND	\$56,223.12
	\$170,815.40



City of Abilene
Payroll Expenditures Report
1/19/2024 PR #2

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	104,282.10
051 & 501	OASDI - CITY/EMPLOYEE	\$	18,138.84
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,242.18
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	11,303.94
503	KPERS - CITY	\$	8,707.80
056, 057, 059	KPERS EMPLOYEE	\$	5,092.30
		\$	13,800.10
054	KPERS BUYBACK	\$	-
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	165.28
504	KPF - CITY	\$	15,341.51
61	KPF EMPLOYEE	\$	4,748.56
		\$	20,090.07
155	KPF GROUP LIFE- EMPLOYEE	\$	110.28
105 & 540	FTC 457 - CITY/EMPLOYEE	\$	1,364.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,707.53
120	AFLAC After Tax D&L - EMPLOYEE	\$	280.54
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	583.06
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$	283.66
104	VSP VISION PLANS - EMPLOYEE	\$	61.40
140	HEALTH INSURANCE - EMPLOYEE	\$	7,853.78
510	HEALTH INSURANCE - CITY	\$	25,971.82
		\$	33,825.60
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	345.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	175.00
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	397.41
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
215	KS Support order- EMPLOYEE	\$	392.25
218	Training Reimbursement	\$	-
209	KS Support order- EMPLOYEE	\$	-
206	CA Support order - EMPLOYEE	\$	-
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	1,582.03
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	218,376.19