



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
February 12, 2024 - 4:00 pm

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

1. Call to Order
2. Roll Call: _____ Rein _____ Miller _____ Witt _____ Kollhoff _____ Meysenburg
3. Pledge of Allegiance
4. Approval of the Agenda for the February 12, 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 22, 2024, Regular Meeting
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.
7. Business Items
 - a. Consider approval of Ordinance No. 24-3444 AN ORDINANCE AMENDING CHAPTER 5 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 A MAXIMUM ALLOWABLE TOWING AND STORAGE FEES TO BE CHARGED BY TOW OPERATORS, IN THE CITY OF ABILENE, KANSAS. – Anna Hatter, Police Chief

- b. Consider approval of an agreement with the Kansas Department of Transportation (KDOT) for the City Connecting Link Improvement Project (CCLIP) #021-U-204-01 – UPRR to 5th Street and authorize the Mayor to sign the agreement. – Ron Marsh, City Manager

8. Items for discussion

- a. State of The City – Leann Johnson, Finance Director
- b. Approval of the final plat for Abilene Court – Kari Zook, Community Development Director

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the February 12, 2024, City Commission Meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 p.m.



11. Call to Order – February 12, 2024, City Commission Study Session

12. February 12, 2024, City Commission Study Session Agenda

- a. Rodeo Committee request to name the arena at the Stadium – Matt Farson, Chair Wild Bill Hickok Rodeo
- b. Resolution calling for a Public Hearing on the RHID for Downtown Lofts by Rural Rental, LLC – Kari Zook, Community Development Director
- c. Professional Services Agreement with Olsson Engineering for the CCLIP Project
#021-U-2504-01 – Ron Marsh City Manager
- d. Civic Center Parking Lot Design Agreement with Olsson Engineering – Ron Marsh, City Manager

13. Consider a motion to adjourn the February 12, 2024, City Commission Meeting.

Future Meeting Reminders

*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 Regular Meeting, March 11, 2024, at 4 p.m.

*City Commission Study Session, March 11, 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 22, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners Miller (via Zoom), Kollhoff, Witt, and Meysenburg.

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, Public Works Director Anderson, Water Treatment Plant Lead Operator Leusman, Administrative Manager-Public Works Hiatt, City Inspector Steerman, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the January 22, 2024, City Commission Meeting

Motion by Commissioner Kollhoff to approve the agenda with item 7f moved to the study session portion of the agenda and the removal of item 13a. Motion died due to lack of a second.

Motion by Commissioner Witt, seconded by Commissioner Kollhoff, to approve the agenda with the removal of item 13a from the study session agenda. Roll call vote: Miller YES, Kollhoff YES, Witt YES, Meysenburg YES, Rein YES. The motion carried 5-0.

Consent Agenda

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 Kim Shafer to the Sister City Board – unexpired term ending January 2025

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

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.

There were no public comments or communications.

- 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.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Resolution 012224-4, A RESOLUTION AMENDING THE WATER CONSERVATION PLAN OF THE CITY OF ABILENE, KANSAS.

Roll call vote: Witt YES, Meysenburg YES, Miller YES, Kollhoff YES, Rein YES. The motion carried 5-0.

- 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.**

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

- c. Consider approval of Olsson Master Agreement Work Order No. 1 for Construction Inspection and Material Testing Services for the Oak, Olive and Kuney Streets Waterline Replacement Project in the amount of \$32,635.00.**

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Olsson Master Agreement Work Order No. 1 for Construction and Material Testing Services for the Oak, Olive and Kuney Streets

Waterline Replacement Project in the amount of \$32,635.00. Roll call vote: Miller YES, Kollhoff YES, Witt YES, Meysenburg YES, Rein YES. The motion carried 5-0.

- d.** Consider approval of an Architectural Services Agreement with BNN Architects for the Water Treatment Plant roof replacement.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the Architectural Services Agreement with BNN in the amount of \$25,000.00 for the Water Treatment Plant roof replacement. Roll call vote: Kollhoff YES, Witt YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

- e.** Consider approval of the Developers Agreement and License Agreement for the Golden Belt Heights West Multifamily, LLC Project.

Motion by Commissioner Kollhoff to table this item until the February 12, 2024, City Commission Meeting

Discussion ensued regarding the placement of the trash dumpster on the property.

Commissioner Kollhoff withdrew his motion.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the Developers Agreement and License Agreement for the Golden Belt West Multifamily, LLC Project. Roll call vote: Witt YES, Meysenburg YES, Miller YES, Kollhoff NO, Rein YES. The motion carried 4-1.

- f.** Consider approval of Ordinance No. 24-3443, AN ORDINANCE APPROVING THE ABILENE COMPREHENSIVE PLAN 2024-2045.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Ordinance No. 24-3443, AN ORDINANCE APPROVING THE ABILENE COMPREHENSIVE PLAN 2024-2045. Roll call vote: Meysenburg YES, Miller YES, Kollhoff YES, Witt YES, Rein YES. The motion carried 5-0.

8. Items for Discussion

- a.** Authorize City Staff to purchase materials and labor for the Well No. 16 Rehabilitation in the amount of \$39,919.27 from Sargent Drilling.

No action was taken. Commissioners directed staff to request bids for the project.

- b.** 4th Quarter Treasurer's Report

9. Reports

a. City Manager's Report

The weather has minimized progress on the major infrastructure projects in progress.

The City website redesign goes live on January 30.

The CVB office remodel is scheduled to begin on January 22 (today). The CVB office has completely moved into the Civic Center, and remodel completion is expected to finish in mid-April.

The League of Kansas Municipalities will host a Kansas Open Meetings Act webinar on February 8, 2024, from 10:00 am to 11:30 am. The deadline to register is January 26 if you would like to participate.

The Wichita State Center for Economic Development and Business Research Dickinson County Community Outlook Conference is Friday, February 2, 2024, from 1:00 pm to 3:00 pm in the Community Center multi-purpose room.

The community meeting for the 14th and Van Buren Street intersection project is tomorrow night, January 23, 2024, from 6:00 pm to 8:00 pm in the commission meeting room.

Per Article 8, Section 6-802 of the City Code, the Land Bank annual report and list of properties is at your seat. No action is required by the Governing Body, and the list of land bank properties will be published in the local paper.

Please recognize our Public Works, Firefighters, and Police Officers who have had to work in the arctic conditions the past few weeks. They've done a fantastic job, and I wanted to let them know how much everyone appreciates what they do.

10. Adjournment of Regular Meeting

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

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the January 22, 2024, City Commission Meeting at 5:39 pm. The City Commission Study Session will begin immediately after the Abilene Land Bank Meeting. Roll call vote: Miller YES, Kollhoff YES, Witt YES, Meysenburg YES, Rein YES. The motion carried 5-0.

The minutes for the January 22, 2024, Abilene Land Bank Board of Trustees meeting are in a separate document.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:51 pm.

12. 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

This item was removed from the agenda.

- b. Ordinance regarding towing of vehicles from private property – Anna Hatter, Police Chief
- c. Floodplain Ordinance – Ron Marsh, City Manager

13. Adjournment

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

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the January 22, 2024, City Commission Meeting at 6:00 pm. Roll call vote: Miller YES, Kollhoff YES, Witt YES, Meysenburg YES, Rein YES. The motion carried 5-0.

(Seal)

Brandon Rein, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk

UNAPPROVED



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, February 12, 2024

Session: Regular Meeting

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. 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.

Fiscal Note:

None

Funding Source:

None

ORDINANCE NO. 24-3444

AN ORDINANCE AMENDING CHAPTER 5 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

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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, February 12, 2024

Session: Regular Meeting

Topic: Surface Preservation on K-15 – CCLIP KDOT Project Number 021 U-2504-01

Department: Public Works Department

Staff Contact: Brad Anderson/Olsson Associates

Background:

KDOT requires a signed copy of the agreement to participate in the CCLIP Surface Preservation on K-15 CCLIP from UPPR north to 5th Street, scheduled for 2025.

By signing, we agree to follow all the guidelines and execute the K-15/Buckeye Avenue improvements.

Recommendation:

Approve the agreement that states the City of Abilene will participate.

Fiscal Note:

KDOT will fund 90% of eligible costs of construction, as outlined on page 4 of the attached agreement.

The estimated cost to the city for this phase is approximately \$661,319.98.

Funding Source:

Special Street Fund – CCLIP – 014-000-531190

PROJECT NO. 021 U-2504-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF ABILENE, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Abilene** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on N Buckeye Avenue (K-15), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Abilene, Kansas, with its place of business at 601 NW 2nd Street, Abilene, Kansas, 67410.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, curb repair, sidewalk, curb inlets, sidewalk ramps, pavement markings, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for N Buckeye Avenue (K-15), from 20 feet north of UPRR to 5th Street in Abilene, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	90% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	10% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or

Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer.

The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high CCLIP (SP) Master – City Let (Rev. 10.01.2021)

visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of K-15 existing within Abilene, Kansas, city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability**. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF ABILENE, KANSAS

CITY CLERK

(Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Civil Rights Attachment (Rev. 01/24/2023)
- ☒ Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ENGINEER'S OPINION OF PROBABLE COST

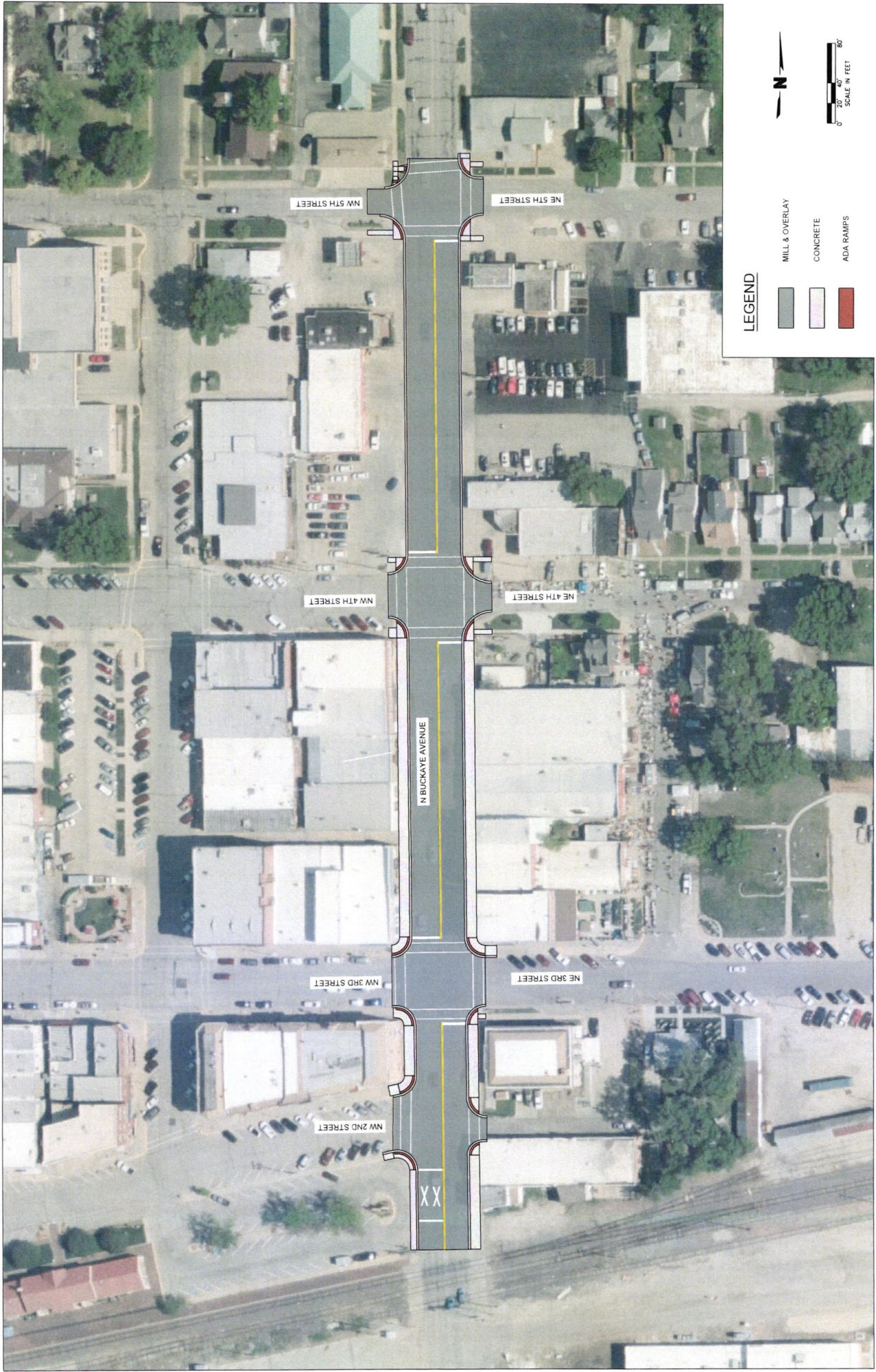


Date: 5/3/2023

Client:
Project:

Client: City of Abilene
Project: K-15 CCLIP form UP RR North to 5th street

Item	Quantity (Participating)	Quantity (Non- Participating)	Unit	Unit Cost \$	Cost \$ (Participating)	Cost \$ (Non- Participating)	Total Cost \$
Street Construction							
1 Mobilization (Street)	1		LS	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
2 Demolition & Removals (Street)	1	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
3 Contractor Construction Staking (Street)	1		LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
4 Millings (2" Uniform)	8,000		SY	\$ 3.00	\$ 24,000.00	\$ -	\$ 24,000.00
5 HMA Commercial Grade (Class A) (58-28) (2") Overlay	8,000		SY	\$ 14.00	\$ 112,000.00	\$ -	\$ 112,000.00
6 HMA Commercial Grade (Class A) (58-28) (6") Full Depth Patching	800		SY	\$ 30.00	\$ 24,000.00	\$ -	\$ 24,000.00
7 Full Height Curb & Gutter		2,150	LF	\$ 25.00	\$ -	\$ 53,750.00	\$ 53,750.00
8 4" Concrete Sidewalk		12,800	SF	\$ 10.00	\$ -	\$ 128,000.00	\$ 128,000.00
9 Driveway Pavement		500	SY	\$ 65.00	\$ -	\$ 32,500.00	\$ 32,500.00
10 Sidewalk Ramp (Detectable Warning)	6	7	EA	\$ 3,500.00	\$ 21,000.00	\$ 24,500.00	\$ 45,500.00
11 Rectangular Rapid Flashing Beacon and Signage			LS	\$ 10,000.00	\$ -	\$ -	\$ -
12 Permanent Signing	1		LS	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
13 Pavement Marking	1		LS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
17 Traffic Control	1		LS	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
Storm Sewer Construction							
18 Mobilization (Storm Sewer)		1	LS	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
19 Demolition & Removals (Storm Sewer)		1	LS	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
20 Contractor Construction Staking (Storm Sewer)		1	LS	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00
21 Curb Inlets		20	EA	\$ 7,000.00	\$ -	\$ 140,000.00	\$ 140,000.00
26 Pipe		400	LF	\$ 110.00	\$ -	\$ 44,000.00	\$ 44,000.00
31 Concrete Collar		20	EA	\$ 500.00	\$ -	\$ 10,000.00	\$ 10,000.00
Construction Subtotal (2023 dollars)					\$ 323,000.00	\$ 452,750.00	\$ 775,750.00
Contingency 15%					\$ 48,450.00	\$ 67,912.50	\$ 116,362.50
Inflation to 2025 dollars 9.2%					\$ 34,173.40	\$ 47,900.95	\$ 82,074.35
Construction Subtotal (2025 dollars)					\$ 405,623.40	\$ 568,563.45	\$ 974,186.85
Engineering and Design						\$ 146,128.03	\$ 146,128.03
Construction Admin.					\$ 58,451.21		\$ 58,451.21
Total Estimated Cost							\$1,178,766



State of the City

Leann Johnson,
Finance Director

February 12, 2024



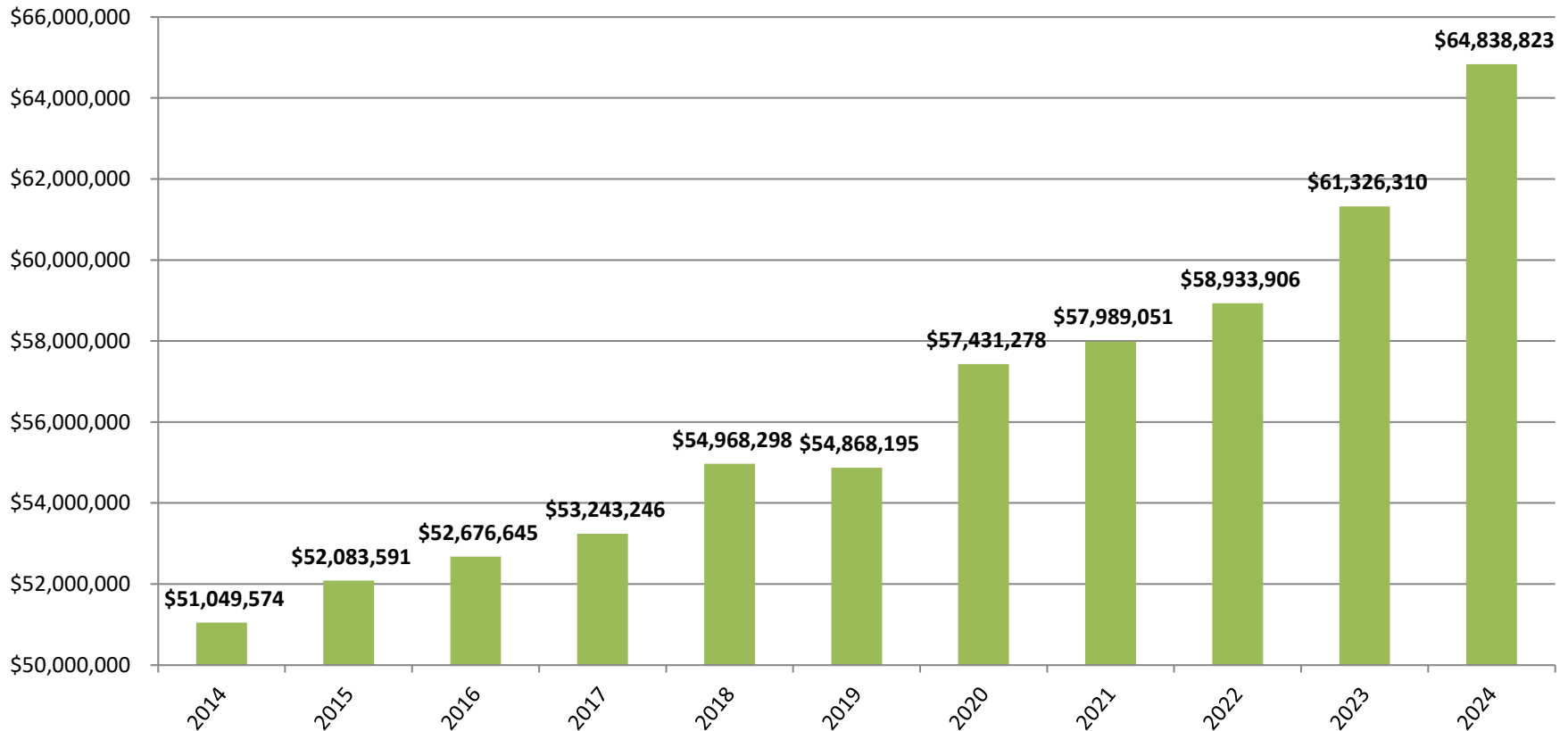
2023 Financial Review

- Taxes and Revenue
- Expense
- Cash Balance

Property Tax

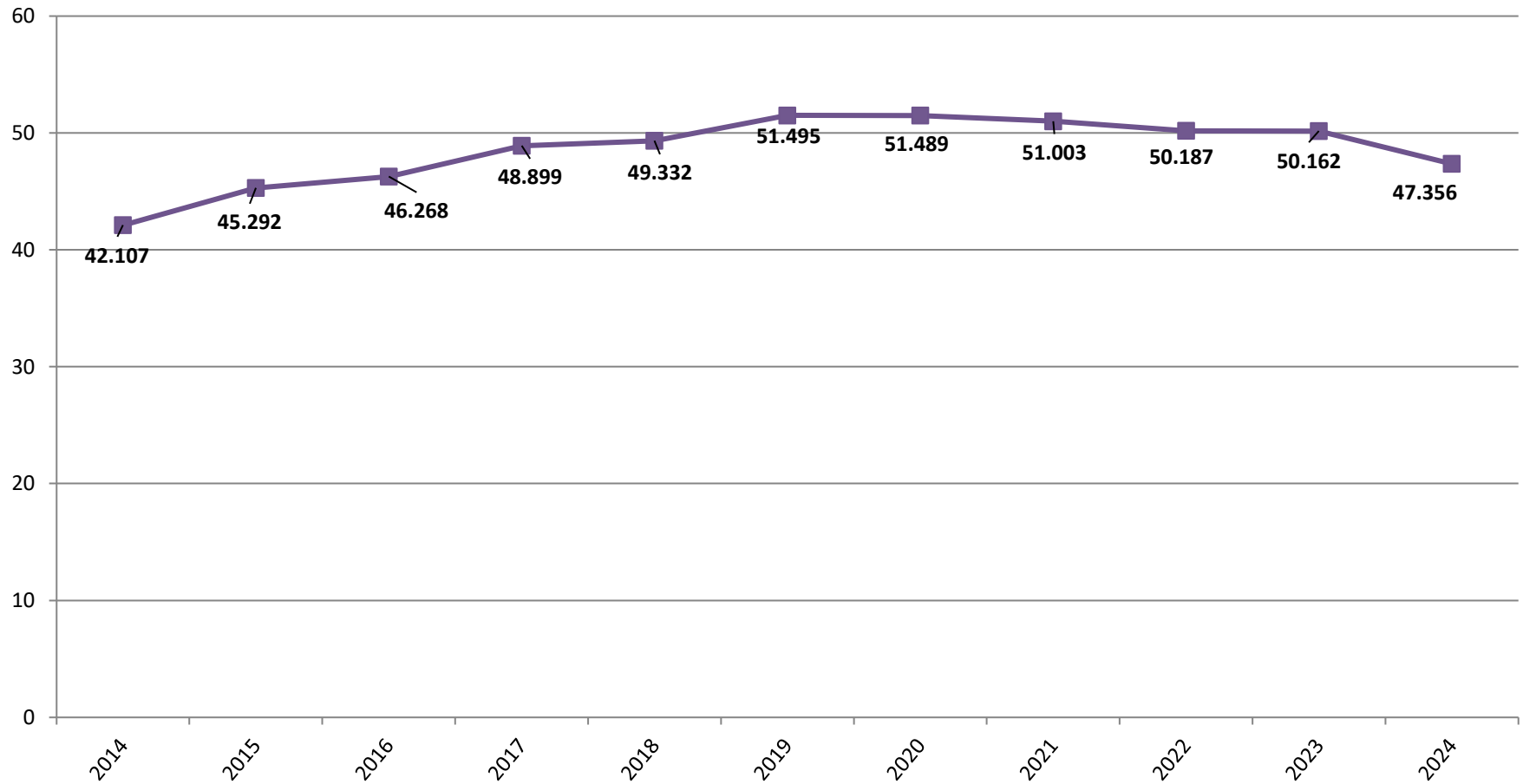
Total Assessed Valuation

Total Assessed Valuation



Property Tax

Tax Rate (Mills)



Property Tax

BREAKING DOWN THE PROPERTY TAX DOLLAR

From police officers who protect and serve to overseeing snow removal on roads and bridges, property taxes are a necessary investment for all Kansas communities. Here's a breakdown of how property taxes are distributed in Abilene.



Property Tax

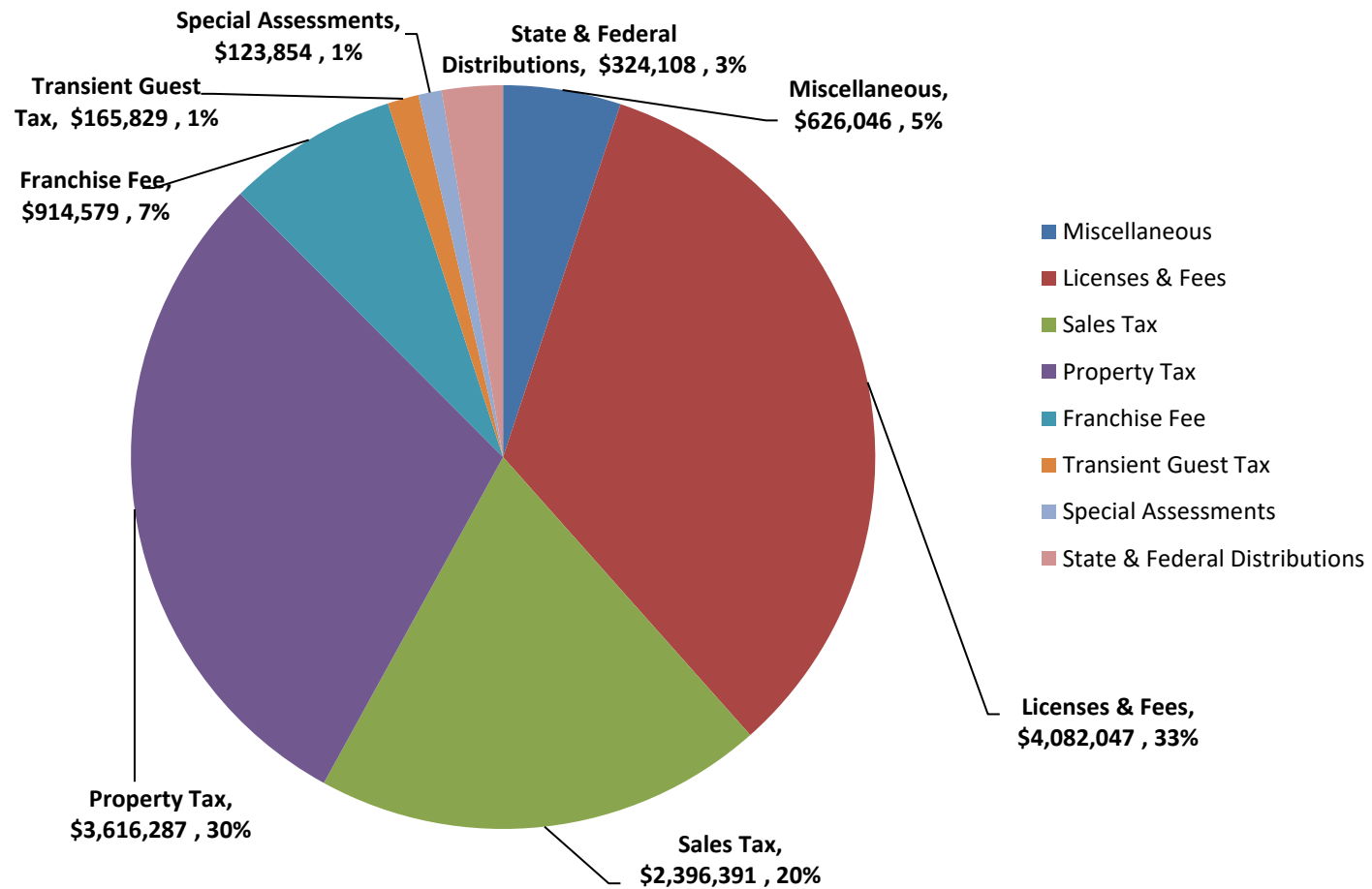
BREAKING DOWN THE PROPERTY TAX DOLLAR

From police officers who protect and serve to overseeing snow removal on roads and bridges, property taxes are a necessary investment for all Kansas communities. Here's a breakdown of how property taxes are distributed in Abilene.



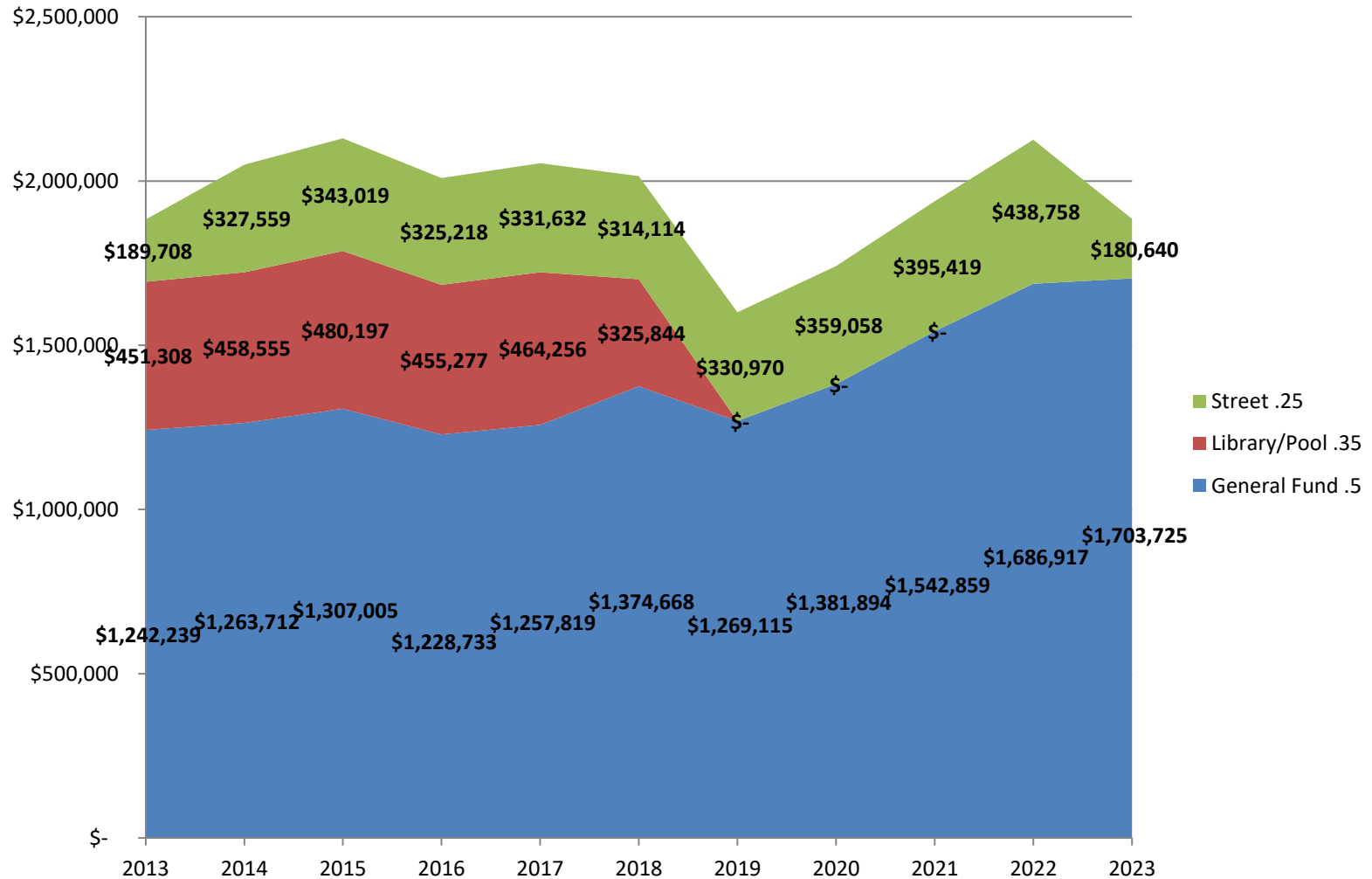
Revenues

2023 By Revenue Source



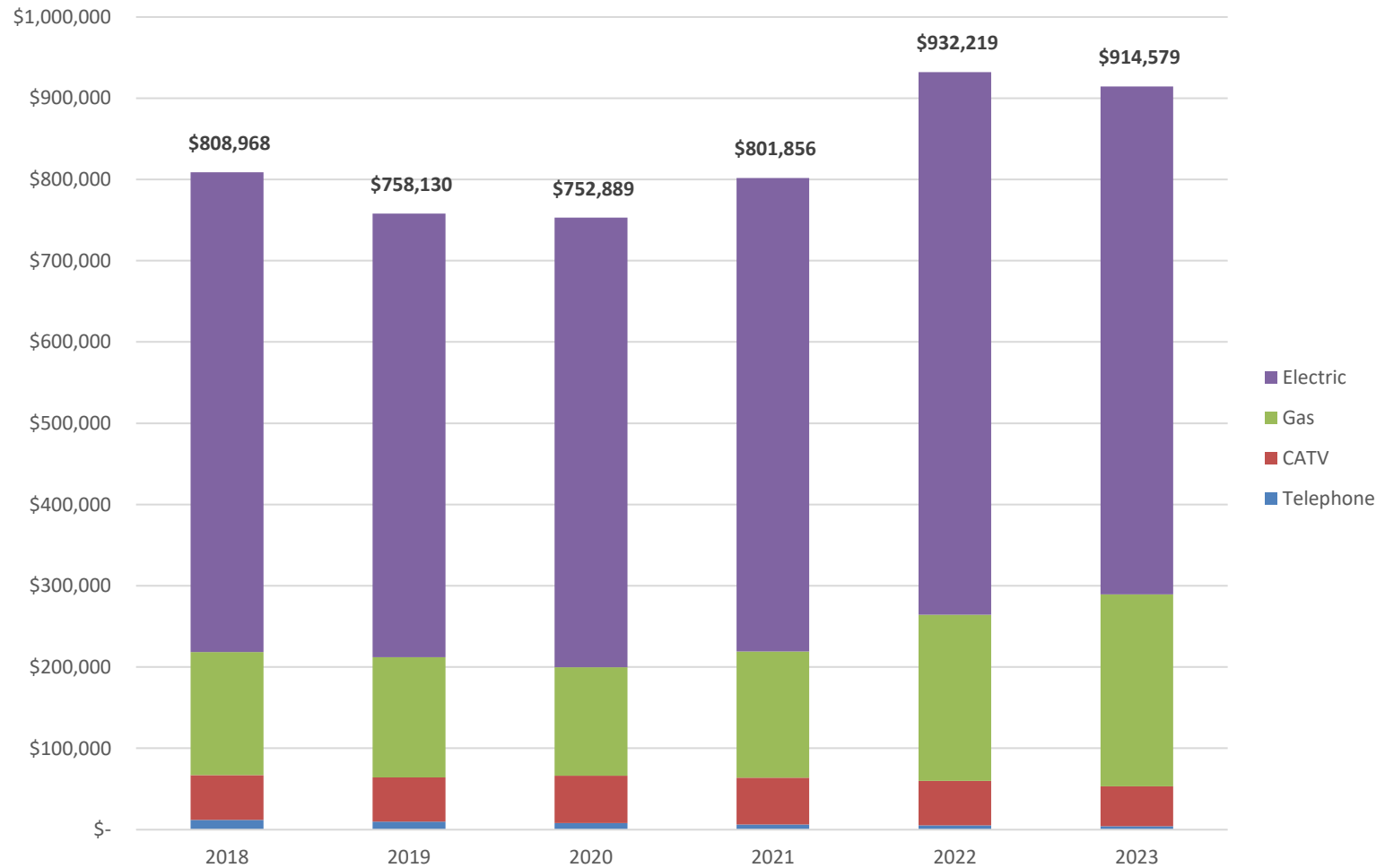
Revenues

Sales Tax Collections



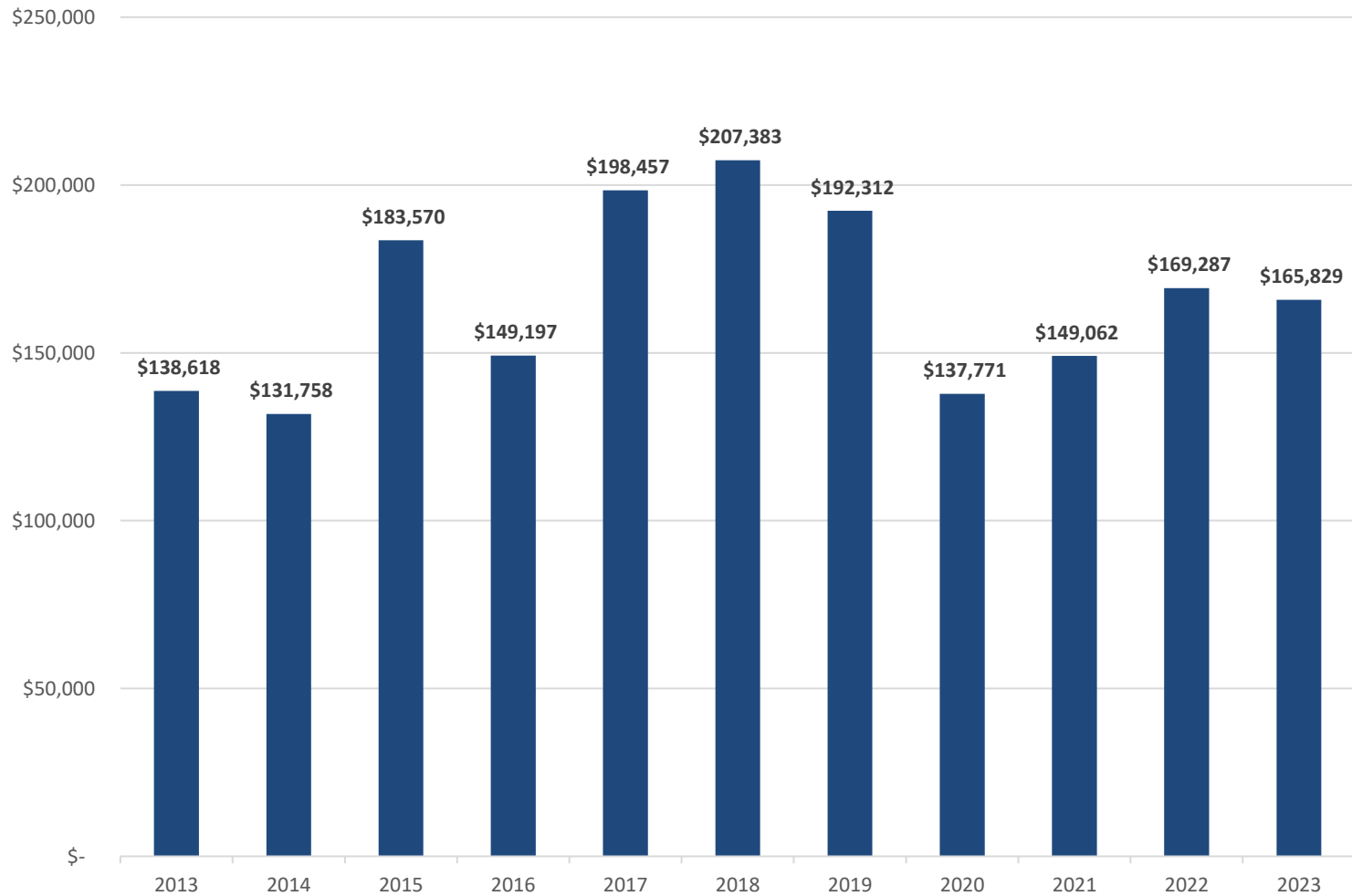
Revenues

Franchise Fees



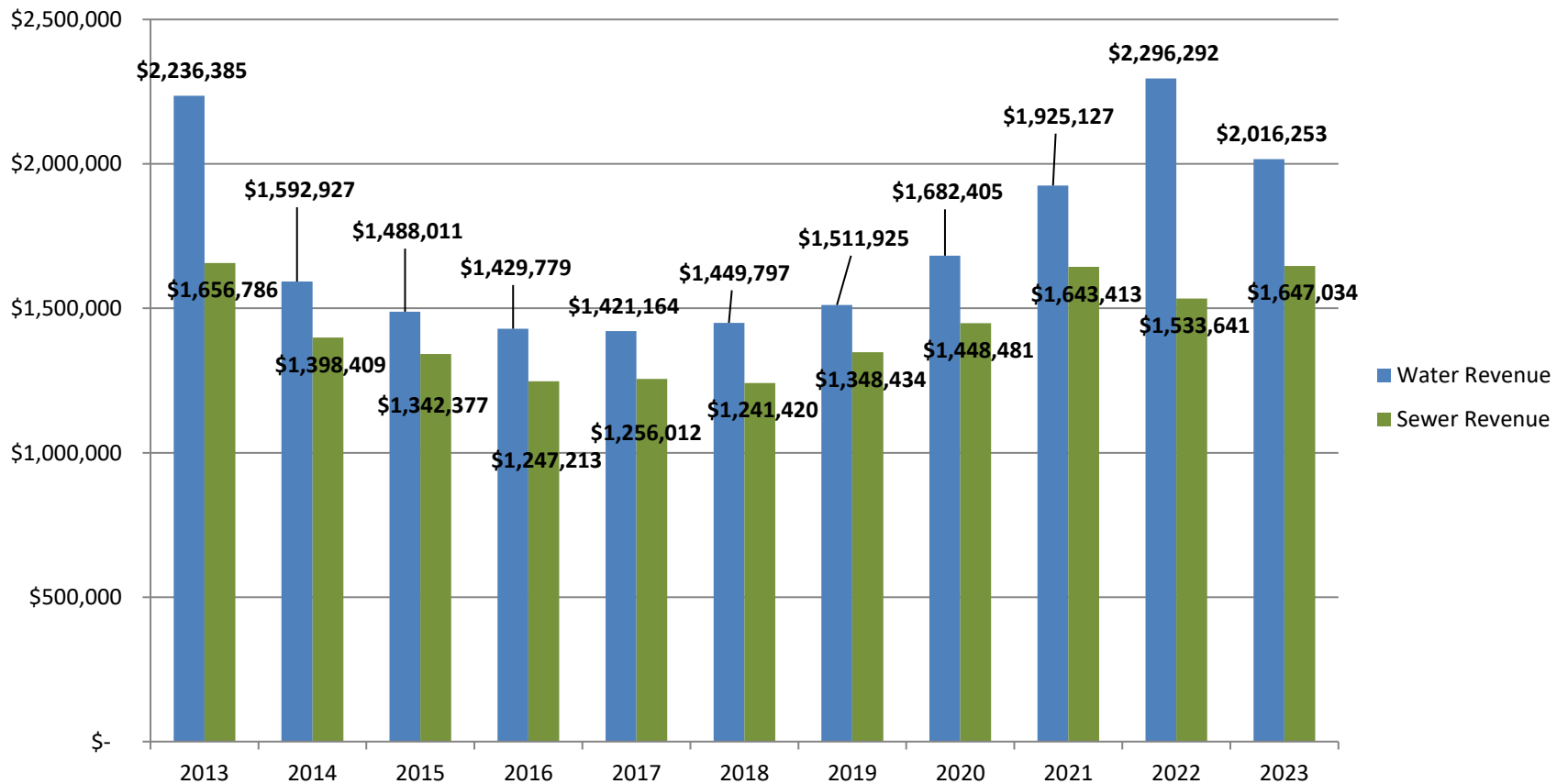
Revenues

Transient Guest Tax



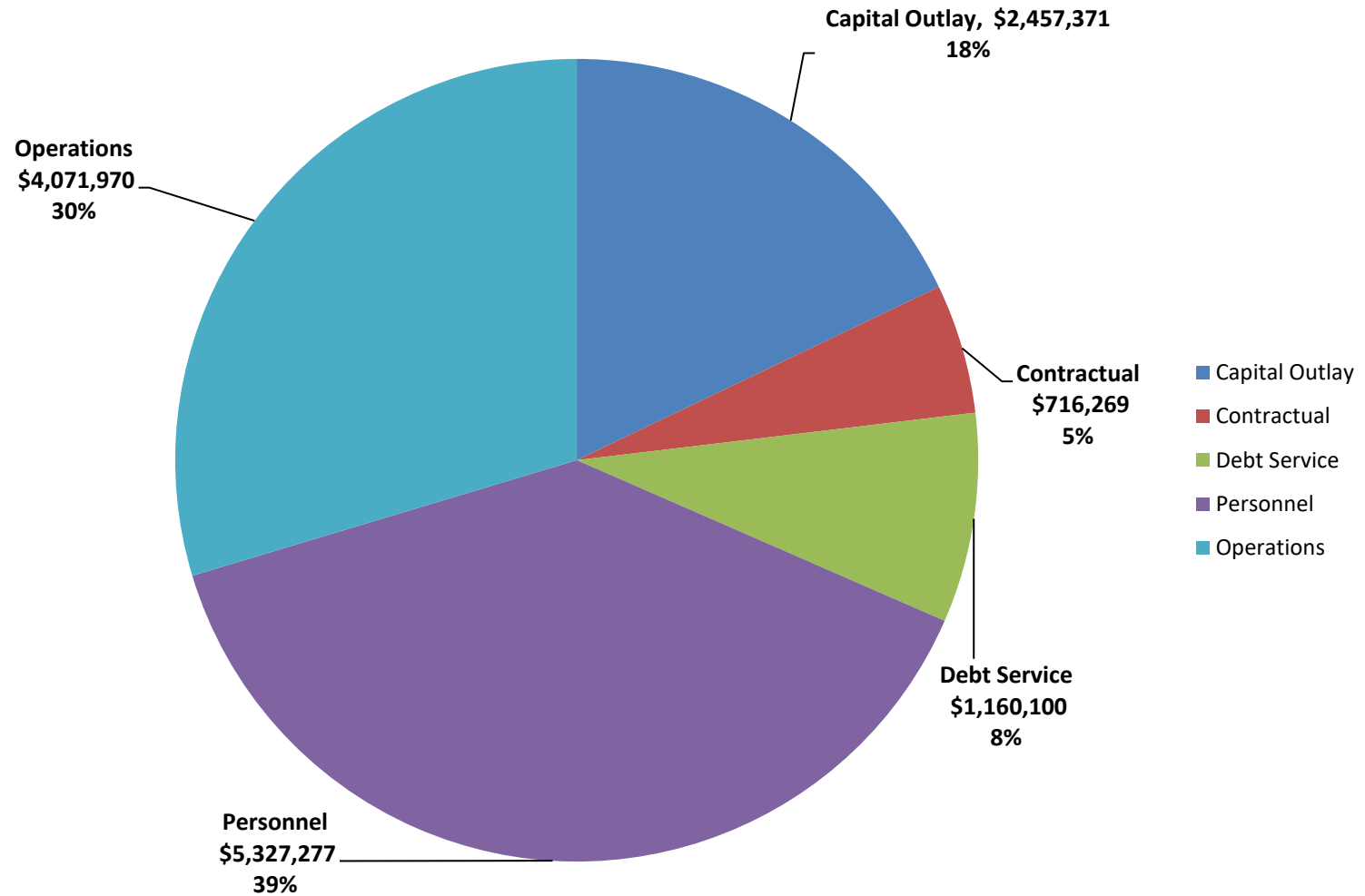
Revenues

Utility Funds



Expenses

2023 by category



Expenses

2023 Debt Service Payments

Type of Debt	Date of Issue	Date of Retirement	Interest Rate %	Amount Issued	Beginning Amount Outstanding Jan 1, 2022	Date Due		Amount Due 2022		Amount Due 2023	
						Interest	Principal	Interest	Principal	Interest	Principal
General Obligation:											
2013 Fire/Ladder Truck	2/27/2013	9/1/2023	1.90	460,000	100,000	3-1, 9-1	9/1	1,850	50,000	950	50,000
Dawson Cottage Addition	8/13/2015	9/1/2025	2.45	245,000	100,000	3-1, 9-1	9/1	2,238	25,000	1,725	25,000
Highlands/Cedar/East/Daws	7/6/2017	9/1/2040	3.0-4.0	4,290,000	3,485,000	3-1, 9-1	9/1	122,250	210,000	115,950	225,000
8th Street/WTP/Sewer	7/15/2019	9/1/2039	2.35	2,725,000	2,725,000	3-1, 9-1	9/1	99,550	110,000	94,050	115,000
WWTP	12/20/2019	3/1/2028	2.58	3,945,000	2,885,000	3-1, 9-1	3/1	114,425	415,000	97,425	435,000
Total G.O. Bonds					9,295,000			340,313	810,000	310,100	850,000

Expenses

2023 Equipment Reserve

2023 Total Equipment Reserve Expense

Administration

Municipal Software \$ 55,893.00

Inspection

2022 Chevy Silverado Truck \$ 44,042.69

Police

Site Mounts \$ 4,196.70

DKCO-RMS (Tyler) \$ 7,948.26

Vehicles-2 \$ 74,280.34

Subtotal \$ 86,425.30

Fire

Thermal Cameras-3 (Grant) \$ 25,025.89

Skid Unit (Forrestry Grant) \$ 3,978.61

Structural Fire Boots, Hoods & Gloves \$ 1,677.81

Dual cert Gear-9 sets \$ 7,277.49

Subtotal \$ 37,959.80

Parks

2023 Gater+Blade \$ 23,207.88

JD Bunker Rake \$ 18,300.00

Subtotal \$ 41,507.88

Street

Hustler Zero Turn Mower \$ 15,416.14

JD Utility Tractor \$ 43,564.96

Street Sweeper Payment \$ 24,025.76

2024 GMC 3500 Sierra \$ 53,500.00

Subtotal \$ 136,506.86

Water

2023 Chevy Silverado 2500 \$ 41,078.00

2024 Chevy Silverado 2500 \$ 48,800.00

New vehicle parts & supplies (flatbed) \$ 719.56

Subtotal \$ 90,597.56

2022 Carryover

\$ 630,809.00

2023 Total Equipment Reserve Revenue

Surplus Equipment Sold \$ 6,750.00

Transfer from Other Funds \$ 607,750.00

KSU Forestry Grant \$ 9,998.00

Interest Income \$ 299.74

\$ 624,797.74

2023 Total Equipment Reserve Expense

Administration \$ 55,893.00

Inspection \$ 44,042.69

Police \$ 86,425.30

Fire \$ 37,959.80

Parks \$ 41,507.88

Streets \$ 136,506.86

Water \$ 90,597.56

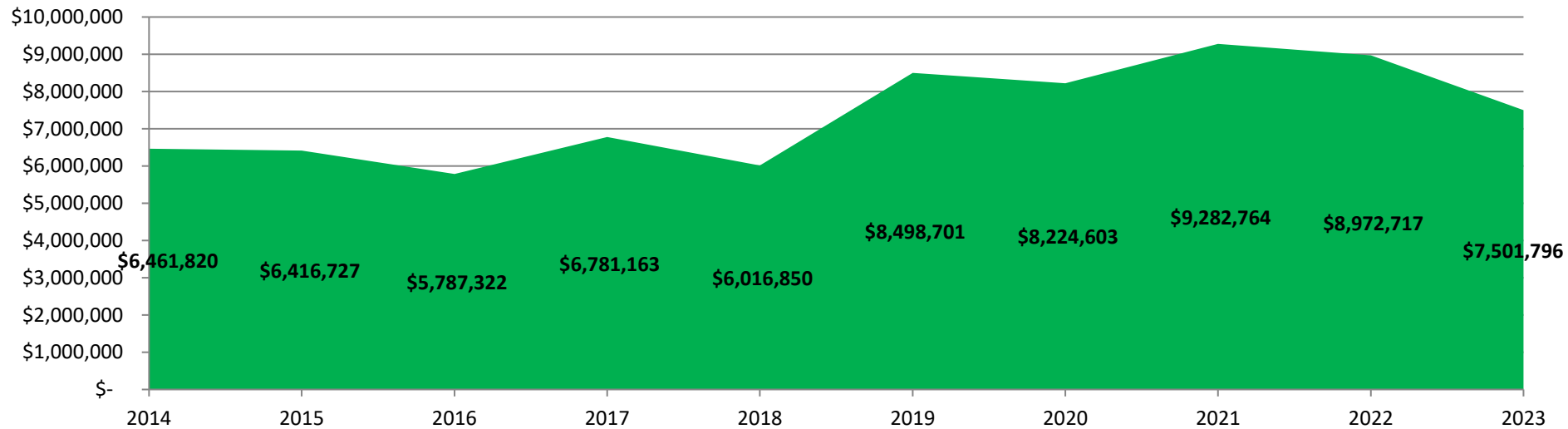
\$ 492,933.09

Equipment Reserve Balance \$ 762,673.65

Cash Balance

Total

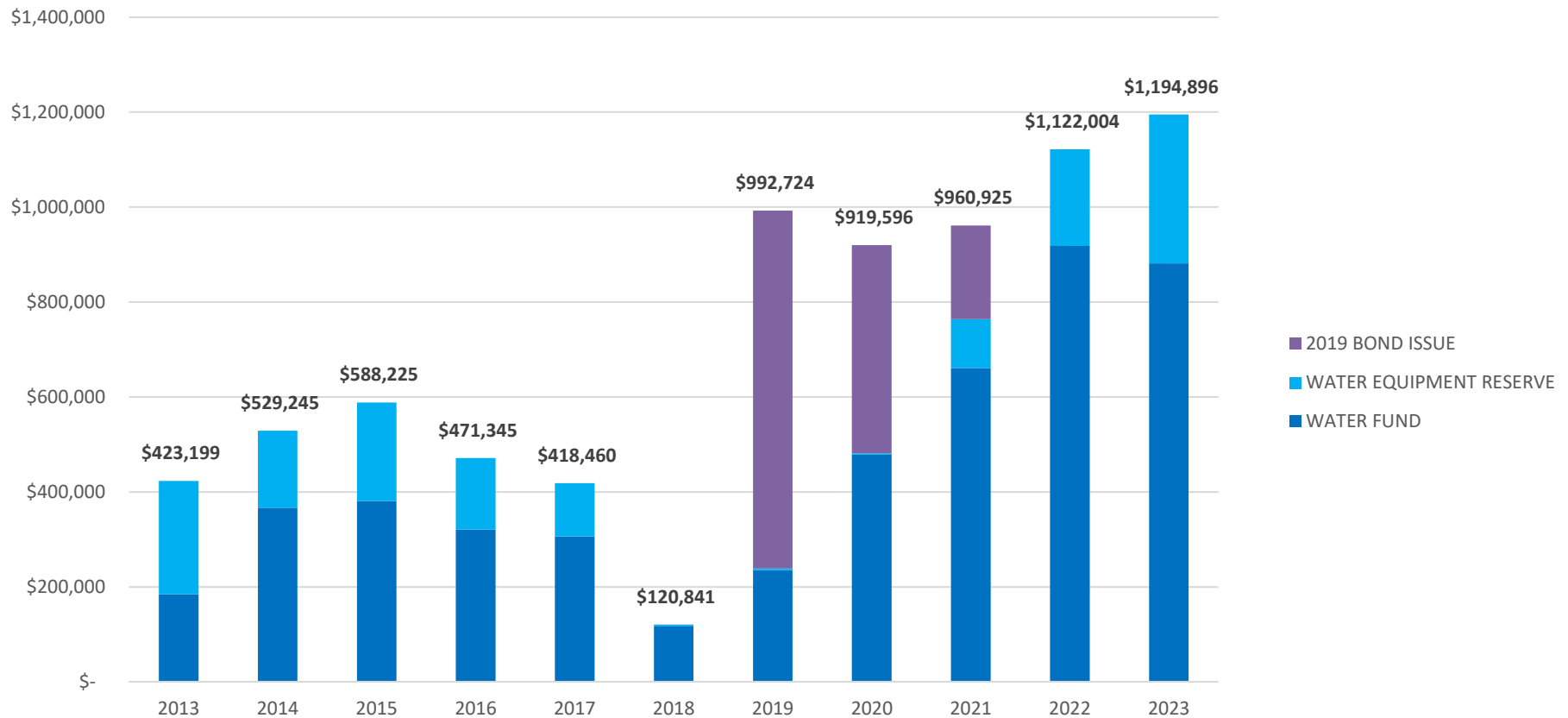
CASH BALANCE TOTAL



All Funds

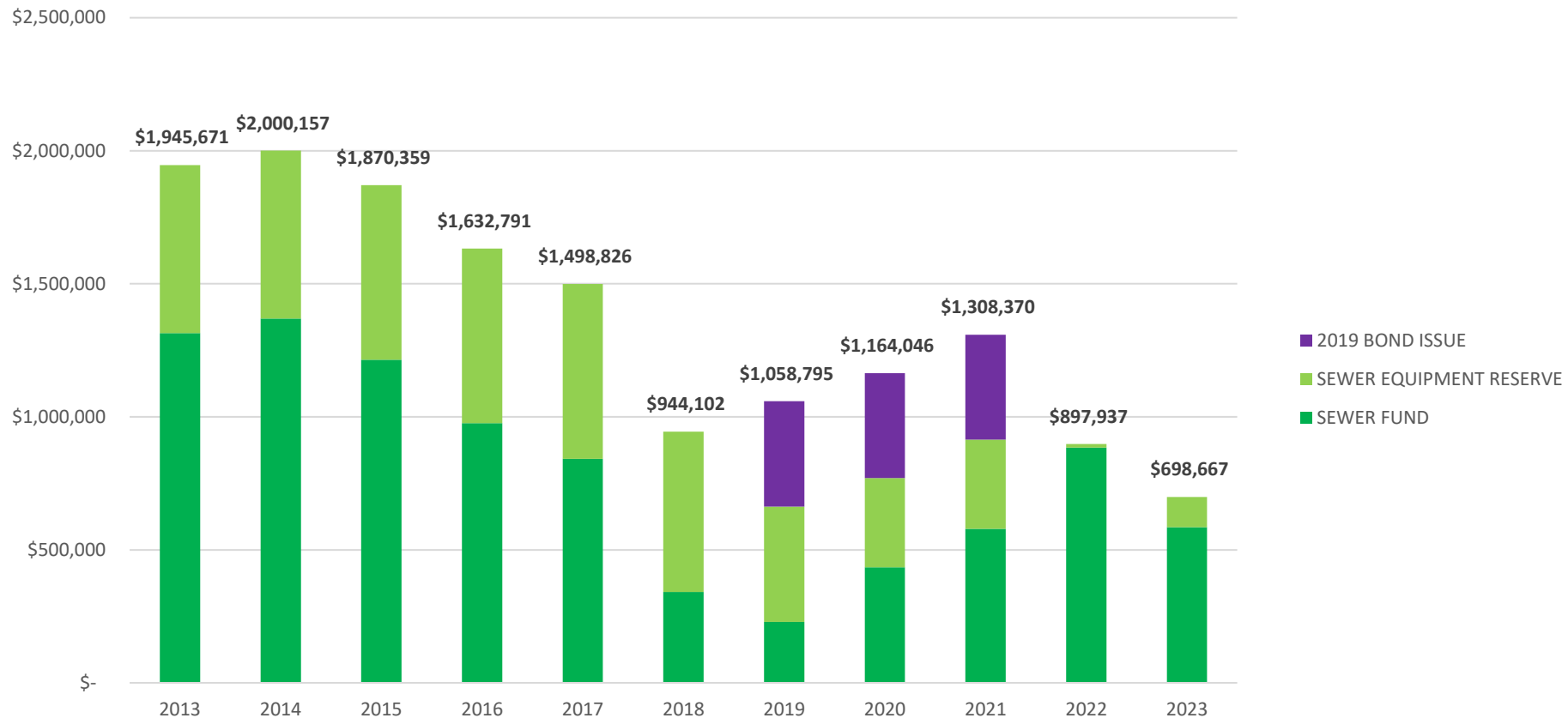
Cash balances

Water (including reserve)



Cash Balances

Sewer (including reserve)



Reserve Balance

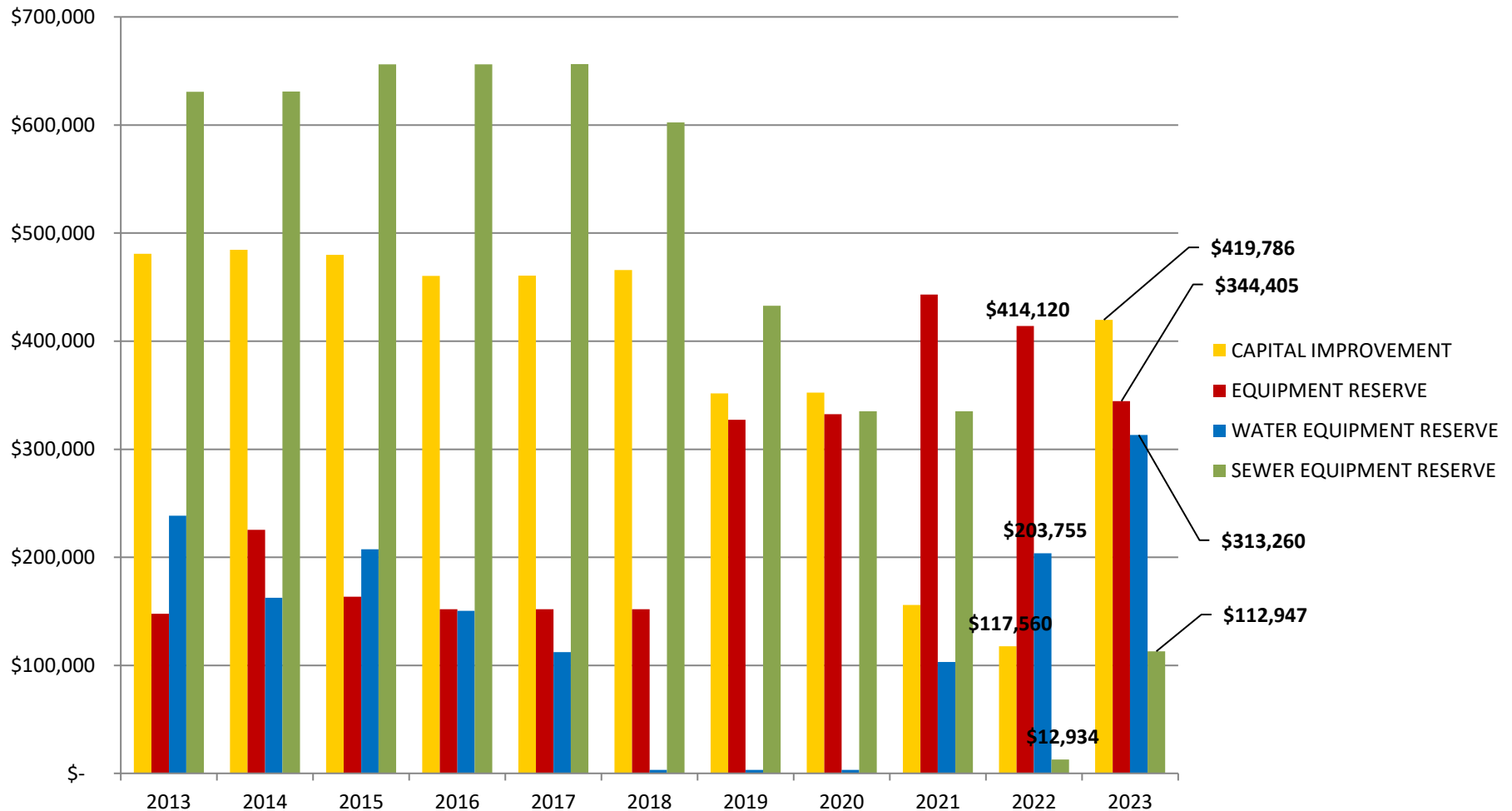
Policy

Fund Balance

- A. The City recognizes the need to maintain appropriate fund balances to secure and maintain investment-grade credit ratings, meet seasonal requirements in cash flow, and reduce susceptibility to negative impacts from emergency or unanticipated expenditures or revenue shortfalls.
- B. To meet these requirements, the City will adopt an annual budget that will provide for an undesignated fund balance reserve in each of the City's budgeted funds, in accordance with the following guidelines:
 - 1. General Fund - A fund balance reserve of not less than 15% or more than 25% of anticipated current year revenues for the fund.
 - 2. Bond and Interest Fund - A fund balance of not less than 10 % of the anticipated General Obligation debt bond and interest payment for the upcoming budget year, including any special assessment-paid debt, but excluding debt planned for repayment by enterprise funding or other City funds. However, in cases of significant exposure to special assessment payment delinquencies, the City may establish higher fund balance to mitigate impacts of potential delinquencies.
 - 3. Other Budgeted Funds - Fund balance reserves shall be planned for and maintained as needed, based on the volatility and reliability of the revenue mix for the funds, as well as the predictability and degree to which expenditures in the fund are controllable.

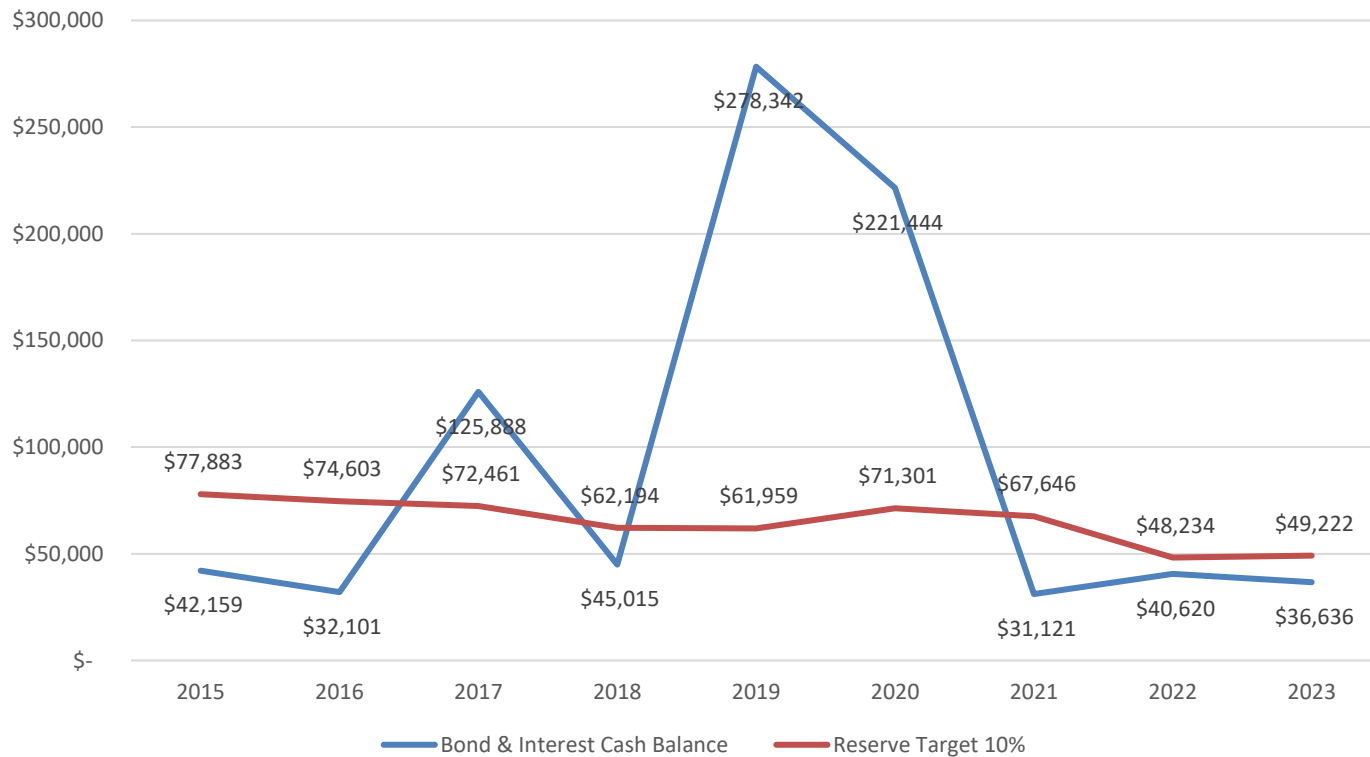
Reserve Balance

Long Term Planning- Capital & Equipment



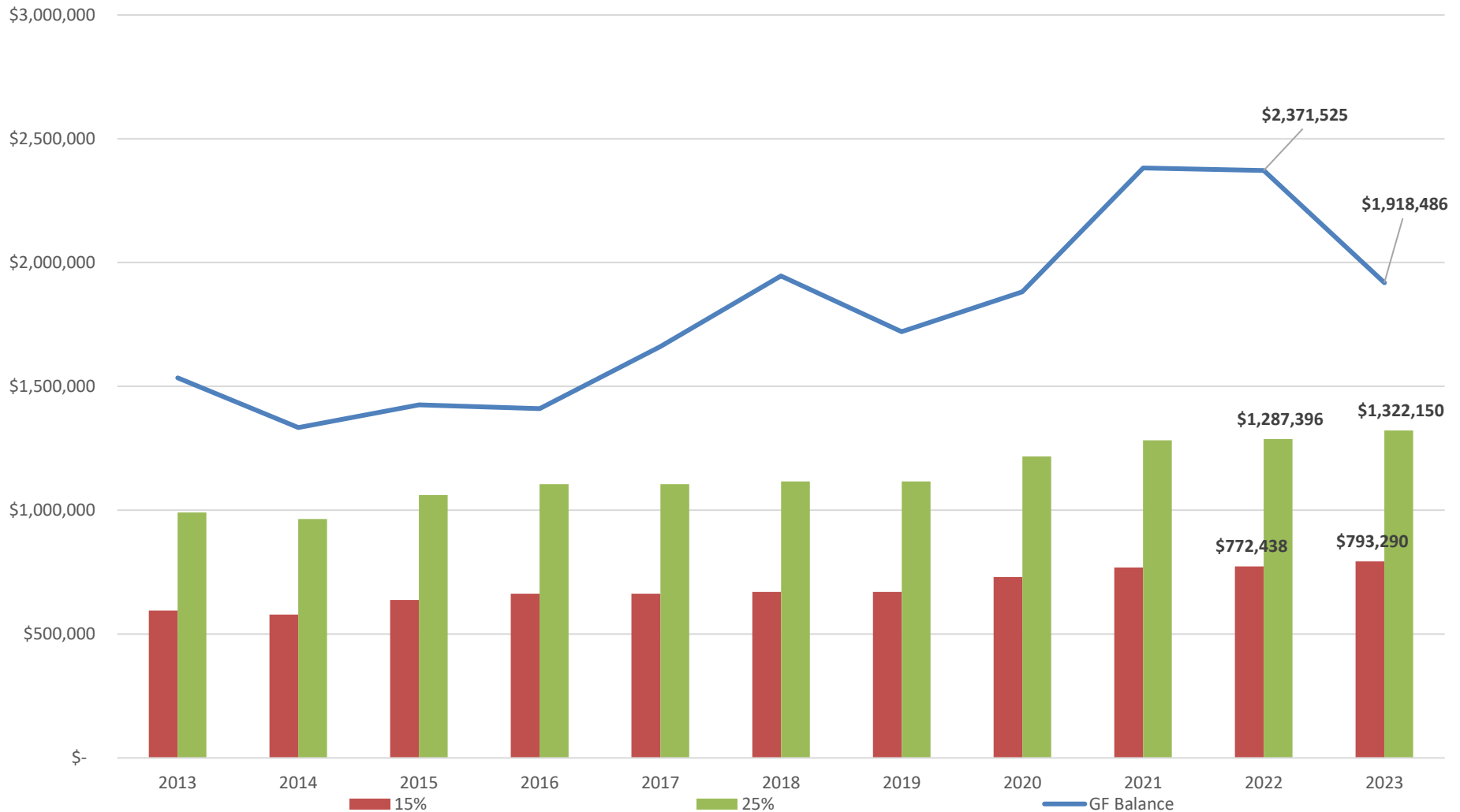
Reserve Balance

Bond & Interest Target



Reserve Balance

General Fund Target
Balance



What's next?

1. Audit April 2nd and 3rd
2. Budget preparations
3. Municipal Software Implementation:
 - January 30-31 – Utility Data Pull for Conversion
 - February 15 – Training Introduction & Schedule Meeting
 - March/April – Financials Data Pull for Conversion
 - August – Tentative Go Live in Utilities
 - November – Tentative Go Live in Financials

Thank you!



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, February 12, 2024

Session: Regular Meeting

Topic: Mennonite Housing - Abilene Court final plat

Department: Community Development

Staff Contact: Kari Zook

Background:

City staff began working on this 16-duplex, 32-unit, LIHTC (Low-Income Housing Tax Credit) senior living housing development project after being approached by Mennonite Housing officials in early spring 2023. KHRC (Kansas Housing Resources Corporation) awarded Mennonite Housing \$695,000 for this project.

On April 24, 2023, the City Commission approved Resolution 042423-1 authorizing the waiver of certain permit and application fees up to \$20,000 for this development. The city, at that time, also approved a letter to be sent in response to the developer's request indicating the proposed project and zoning change would be consistent with the surrounding property zoning and the city's long-term land use plan. Proper steps were taken, and the parcel was approved for rezoning from Commercial to R-3 (High-Density Residential) via Ordinance 23-3436 on September 25, 2023.

The final plat was presented to the Planning Commission on February 6, 2024. They recommended approval with a vote of 5-1.

Attached is the final plat and site plan for the housing development located at the current site address of 2005 N Buckeye Ave. Upon plat approval, the transfer of ownership will be finalized on the 4.5-acre site. Staff will then finalize the plan review on the permit applications and the development will move forward.

Recommendation:

Approve the final plat for Abilene Court.

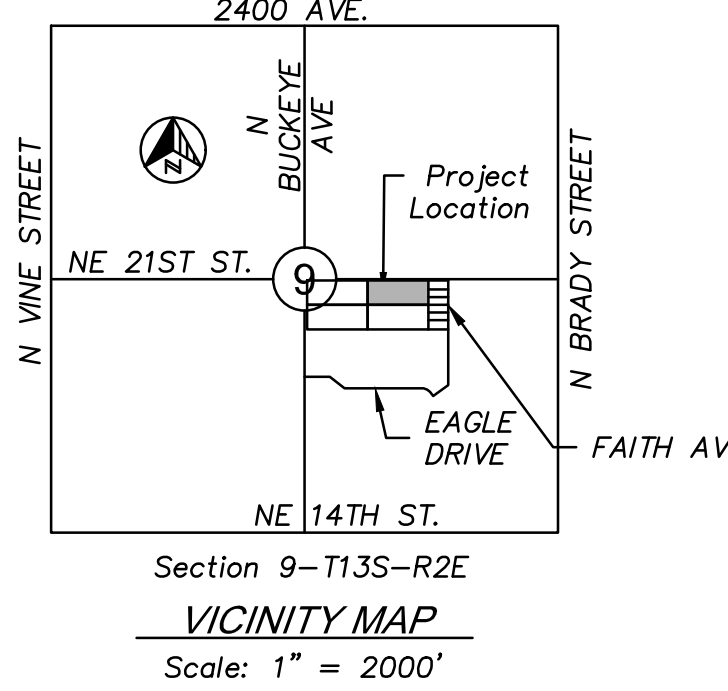
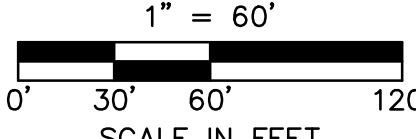
Fiscal Note:

N/A

Funding Source:

N/A

Final Plat
ABILENE COURT



THIS SURVEY WAS REVIEWED FOR COMPLIANCE
WITH KSA 58-2001 THROUGH 58-2005 ONLY
AND IS APPROVED FOR FILING.

SIGNATURE: _____

DATE: _____

KANSAS REGISTRATION NUMBER: _____

CERTIFICATION:

This is to certify that on December 29, 2023 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for Boundary Surveys pursuant to K.A.R. 66-12-1.

By: _____
Gregory Chad Weller, KS PLS No. 1417
Olsson, LC-114
cweller@olsson.com

EV. NO.	DATE	REVISIONS DESCRIPTION
------------	------	-----------------------

EV. NO.	DATE
------------	------

Y 2

FINAL PLAT
ABILENE COURT

NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 2 EAST

2024

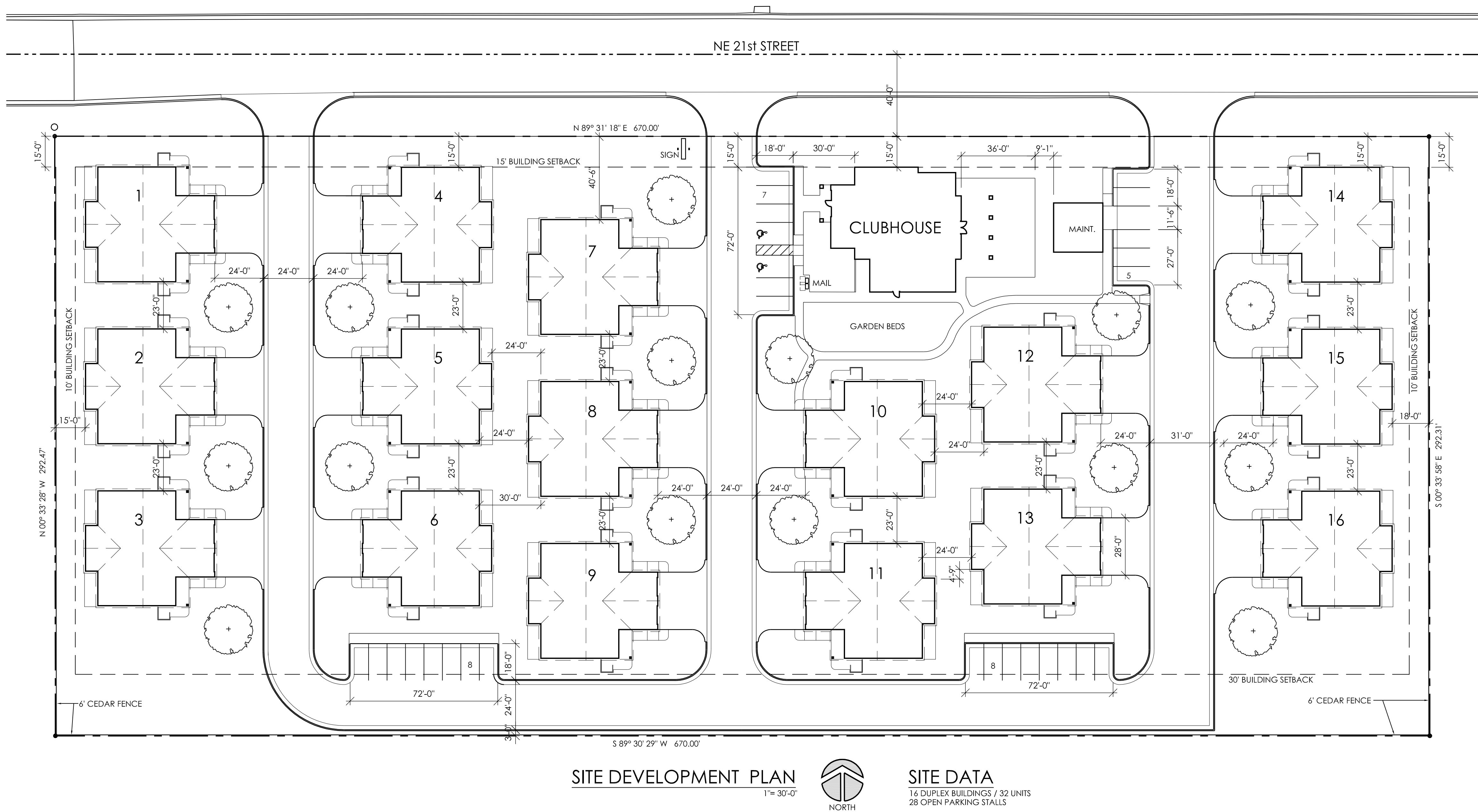
ABILENE, DICKINSON COUNTY, KANSAS

Drawn by: _____ EDV
 Checked by: _____ CGW
 Approved by: _____ CGW
 QA/QC by: _____ CGW
 Project no.: 02305145
 Drawing no.: V VFLAT 02305145
 Date: 2023.12.29

SHEET
2 of 2

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502





11. Call to Order – February 12, 2024, City Commission Study Session

12. February 12, 2024, City Commission Study Session Agenda

- a. Rodeo Committee request to name the arena at the Stadium – Matt Farson, Chair Wild Bill Hickok Rodeo
- b. Resolution calling for a Public Hearing on the RHID for Downtown Lofts by Rural Rental, LLC – Kari Zook, Community Development Director
- c. Professional Services Agreement with Olsson Engineering for the CCLIP Project
#021-U-2504-01 – Ron Marsh City Manager
- d. Civic Center Parking Lot Design Agreement with Olsson Engineering – Ron Marsh, City Manager

13. Consider a motion to adjourn the February 12, 2024, City Commission Meeting.

Future Meeting Reminders

*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 Regular Meeting, March 11, 2024, at 4 p.m.

*City Commission Study Session, March 11, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Council Member

Trevor Witt
Council Member

Amy Meysenburg
Council Member

CITY STAFF

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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, February 12, 2024

Session: Study Session

Topic: Rodeo Committee Request to Name Arena at the Stadium

Department: Administration

Staff Contact: City Manager

Background:

The Rodeo Committee is requesting to name the arena at the stadium "The Rawhide Portable Corral Arena". This is to recognize Rawhide, the McDonald family, for their generous donations of time, labor, and equipment to the arena.

The name of the rodeo will not change.

The staff has checked with the State Historic Preservation Office, and naming the arena will not affect the listing on the state registry.

The documents establishing the historical district, as well as the history of the stadium, have been included in the agenda packet.

Recommendation:

Fiscal Note:

Funding Source:

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

Historic name: Abilene City Park Historic District

Other name/site number: Eisenhower Park

2. Location

4th Street @ Poplar Street & Pine Street not for publication
Abilene vicinity
state Kansas code KS county Dickinson code 041 zip code 67410

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1986, as amended, I hereby certify that this X nomination request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets does not meet the National Register criteria.

I recommend that this property be considered significant _____ nationally _____ statewide X locally.

(See continuation sheet for additional comments.)

Richard D. Parkratz
Signature of certifying official

4-11-02
Date

KANSAS STATE HISTORICAL SOCIETY

State or Federal agency and bureau

In my opinion, the property _____ meets _____ does not meet the National Register criteria.
(See continuation sheet for additional comments.)

Signature of commenting or other official

Date

State or Federal agency and bureau

4. National Park Service Certification

I, hereby, certify that this property is:

_____ entered in the National Register.

_____ See continuation sheet

_____ determined eligible for the National Register.

_____ See continuation sheet

_____ determined not eligible for the National Register.

_____ removed from the National Register.

_____ other, (explain:)

Signature of Keeper

Date of Action

Property Name Abilene City Park Historic DistrictCounty and State Dickinson County, KansasPage 2

5. Classification

Ownership of Property	Category of Property	No. of Resources within Property	
☐ private	☐ building(s)	contributing	noncontributing
☒ public-local	☒ district	<u>3</u>	<u>3</u> buildings
☐ public-State	☐ site	<u>6</u>	<u>0</u> sites
☐ public-Federal	☐ structure	<u>6</u>	<u>14</u> structures
	☐ object	<u>20</u>	<u>6</u> objects
		<u>35</u> Total	

Name of related multiple property listing:
(Enter "N/A" if property is not part of a
multiple property listing.)New Deal-era Resources of KansasNo. of contributing resources previously
listed in the National Register:0

6. Functions or Use

Historic Functions
(Enter categories from instructions.)RECREATION & CULTURE:Outdoor RecreationRECREATION & CULTURE:Sports FacilityRECREATION & CULTURE:FairLANDSCAPE:ParkLANDSCAPE:Street Furniture/ObjectCurrent Functions
(Enter categories from instructions.)RECREATION & CULTURE:Outdoor RecreationRECREATION & CULTURE:Sports FacilityRECREATION & CULTURE:FairLANDSCAPE:ParkLANDSCAPE:Street Furniture/Object

7. Description

Architectural Classification
(Enter categories from instructions.)MODERN MOVEMENT: ModerneLATE 19TH & EARLY 20TH CENTURY AMERICAN MOVEMENTS:Bungalow/CraftsmanMaterials
(Enter categories from instructions.)Foundation CONCRETEWalls STONE:LimestoneWOOD:WeatherboardRoof WOOD:ShingleASPHALT

Other _____

Narrative Description (Describe the historic and current condition of the property on one or more
continuation sheets.)

Property Name Abilene City Park Historic DistrictCounty and State Dickinson County, KansasPage 3

8. Statement of Significance

Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☐ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations (Mark "x" in all the boxes that apply.)

- ☐ A owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or a grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property.
- ☐ G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance

Enter categories from instructions.)

ENTERTAINMENT/RECREATIONCOMMUNITY PLANNING & DEVELOPMENT

Period of Significance

1934-391935-39

Cultural Affiliation

N/A

Significant Dates

N/A

Significant Person

N/A

Architect/Builder

Paulette & Wilson Engineering (Salina)Murray & Cayton Architects (Abilene)

Narrative Statement of Significance (Explain the significance of the property on one or more continuation sheets.)

Property Name Abilene City Park Historic DistrictCounty and State Dickinson County, KansasPage 4

9. Major Bibliographical References

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

☐ preliminary determination of individual listing
(36 CFR 67) has been requested

☐ previously listed in the National Register

☐ previously determined eligible by the National Register

☐ designated a National Historic Landmark

☐ recorded by Historic American Buildings
Survey # _____

☐ recorded by Historic American Engineering

Primary location of additional data:

☐ State Historic Preservation Office

☐ Other State agency

☐ Federal agency

☐ Local government

☐ University

☒ Other

Specify repository:

Dickinson County Historical Society;
Kansas State Historical Society

10. Geographical Data

Acreage of property 39

UTM References

1	<u>1/4</u>	<u>6/5/3/5/8/0</u>	<u>4/3/0/9/3/0/0</u>	3	<u>1/4</u>	<u>6/5/3/9/0/5</u>	<u>4/3/0/9/1/6/0</u>
	Zone	Easting	Northing		Zone	Easting	Northing
2	<u>1/4</u>	<u>6/5/3/6/1/5</u>	<u>4/3/0/9/3/0/0</u>	4	<u>1/4</u>	<u>6/5/3/9/1/5</u>	<u>4/3/0/8/9/9/0</u>

☒ See continuation sheet

Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)

Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Elizabeth Rosin, Partner with assistance from Cathy Ambler, Ph.D., Historian

organization Historic Preservation Services, LLC date September 25, 2001

street & number 818 Grand Boulevard, Suite 1150 telephone (816) 221-5133

city or town Kansas City state Missouri zip code 64106

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location.

A sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional items (Check with the SHPO or FPO for any additional items.)

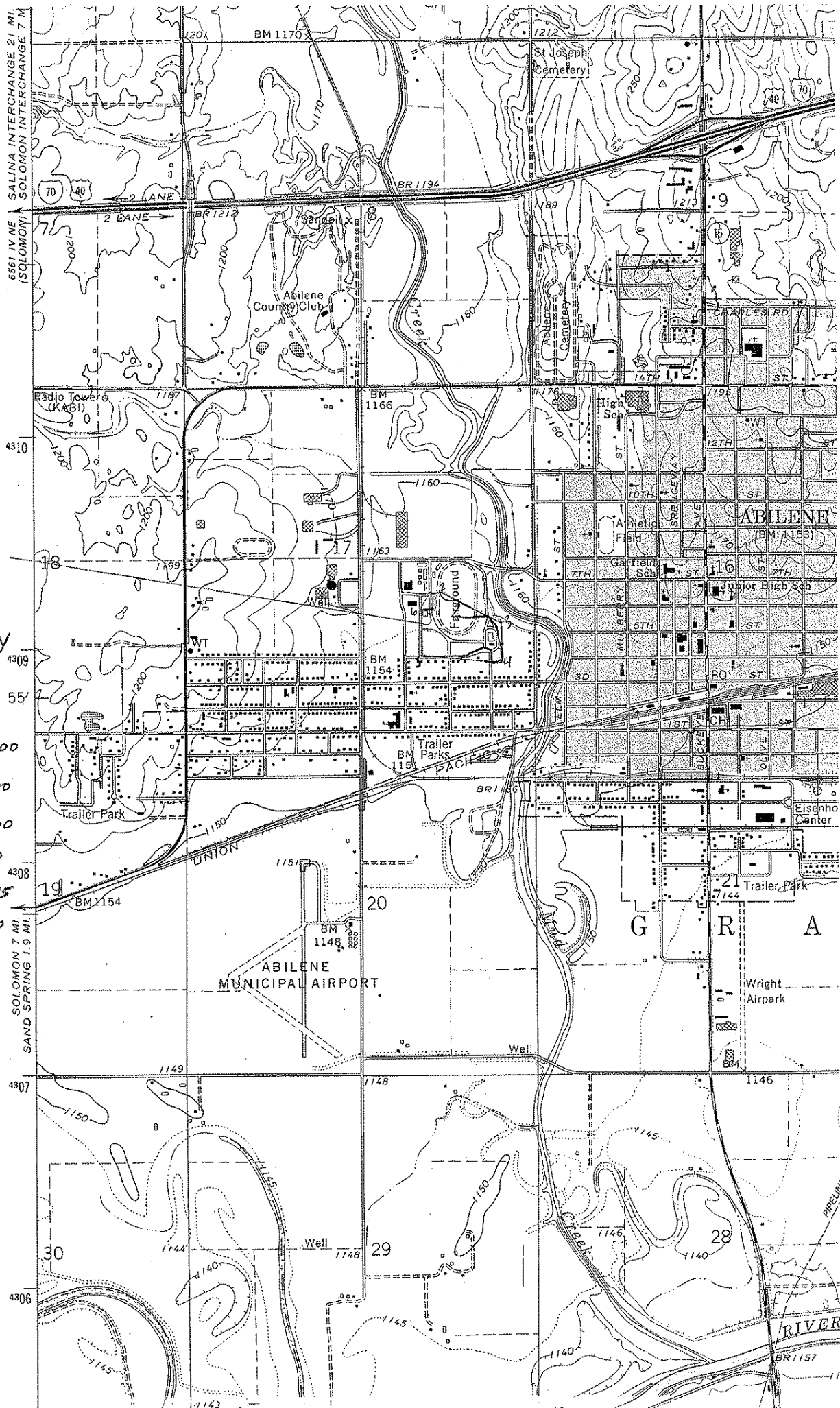
Property Owner (Complete this item at the request of the SHPO or FPO.)

name Parks and Recreation Dept., City of Abilene

street & number PO Box 519 telephone (785) 263-2550

city or town Abilene state KS zip code 67410

- 1) 14/653580/4309300
- 2) 14/653615/4309300
- 3) 14/653905/4309160
- 4) 14/653915/4308990
- 5) 14/653525/4308995
- 6) 14/653522/4309220



United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 1

Abilene City Park Historic District
Dickinson County, Kansas

SUMMARY

The Abilene City Park Historic District occupies approximately 40 acres on the west side of the City of Abilene. It is bordered on the south by 4th Street, on the east by Mud Creek, on the north by 7th Street and on the west by Eisenhower Park Road. Roughly the southern half of the existing park is being nominated to the National Register. This flat, irregularly shaped area includes the buildings constructed and landscape manipulated by a series of New Deal-funded projects in the mid- to late-1930s. Also present within the district are landscape elements that reflect the property's use since the turn of the century as the Dickinson County Fair Grounds. Abilene City Park Historic District is composed of six distinct sites unified by a network of curvilinear roads. Each of these sites contains a variety of contributing and non-contributing buildings, structures, and objects. When viewed as a whole, the district's 35 contributing resources include six sites (*the fairgrounds stadium, the bandshell, the formal garden, the picnic/play area, the swimming complex, and the fountain lobe*), three buildings (*the bathhouse, the fair stadium, and the restroom building*), six structures (*the park roadway system, the bandshell landscaping, the pergola, the formal garden paths, the pool deck with swimming pools, and the swimming complex paths*), and 20 objects (*17 picnic table/benches and 3 picnic ovens*). Three buildings (*the bandshell, the new park restroom building and the rodeo restrooms/concession stand*), 14 structures (*9 associated with the stadium/rodeo, the racetrack oval, three new picnic shelters, and the basketball courts*) and six objects (*the fountain, two sundials, the clock, the gazebo, and flagpole element by the bath house*) are non-contributing to the district due to age and association, although all 23 of these elements are compatible with and enhance the current recreational function of the park.

The resources that pre or post-date the New Deal-era efforts at the park do not impact its integrity of setting, feeling or association, and the park overwhelmingly reflects the design, workmanship, and materials of 1930s New Deal recreation philosophy and construction. Limestone and concrete are the predominant building materials; elements of Moderne styling define the larger structures; and the park incorporates formally designed areas for passive recreation with more natural landscapes intended for active recreational pursuits. Unifying elements include concrete sidewalks, low sloping concrete curbs with shallow gutters, and curvilinear roadways; as well as naturalistic groupings of mature trees in a variety of species, and geometric bands of shrubs. Overall, the park retains a very high degree of integrity. While not all of the original plantings remain intact, minor alterations have been made to several of the contributing buildings, and modern improvements have occurred, the park retains intact integrity in all seven areas necessary for National Register eligibility and the buildings, structures and landscape clearly convey the park's Depression-era character.

Throughout, the Abilene City Park Historic District melds components of traditional and modern styling. The largest park features (the stadium and bathhouse) are compact limestone buildings with simple rectilinear forms and architectural ornament limited to integral stylized Moderne lettering. The smallest building at the park (the restrooms) features a gable roof with tight eaves, styling that is more

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 2

Abilene City Park Historic District
Dickinson County, Kansas

traditional than modern. The use of limestone for those elements that are most purely recreational in function (the pergola, picnic tables, and picnic ovens) lends a rustic air to the park. Likewise, the landscape design incorporates formal and natural elements. The Formal Garden has geometric symmetry, while the remainder of the park south of the old racetrack, offers a less formal setting. The extensive use of limestone throughout the park unifies the elements and gives the park a distinct and identifiable New Deal character.

DESCRIPTION

The Abilene City Park Historic District includes roughly the southern half of the existing Eisenhower Park. To understand the arrangement of resources within the district it is helpful to view the district as six distinct sites unified by a system of curvilinear roads (Figure 1). The north half of the historic district contains a portion of the county fair grounds, including the WPA stadium and the remnants of the c. 1906 race track. The formal garden occupies the southwest corner of the park with its geometric paths, fountain and pergola oriented at a 45-degree angle to the axial street grid. Immediately east of the formal garden and south of the racetrack is the picnic/play area, which includes the picnic amenities, rest rooms, and modern playground equipment and basketball court. East of the picnic/play area, the swimming pool and bathhouse occupy an island flanked by opposing barrels of Poplar Street. Southeast of the bathhouse is a small grassy area that originally contained a fountain. The final features of the park are two landscaped islands that mark entrances to the park on the northeast and west. A description of each of these sites and the resources it contains follows.

General Park Configuration

One contributing structure, the roadway system, including curbs and gutters, defines the general park configuration. By the turn of the 20th century, speculative development was expanding Abilene to the west into newly platted subdivisions containing axial grids of residential blocks. When the Dickinson County Free Fair Association purchased 30 acres of unplatted land for a permanent county fair ground in 1906, new subdivisions bordered the property on the south and west. The new fair ground property corresponded roughly to an area bound by 4th Street on the south, 7th Street on the north, Pine Street on the west, and a point just west of Poplar Street on the east. A 1909 plat map shows animal stables arranged along the west and south edges of this property, a half-mile oval racetrack near the north property boundary, and an agricultural hall in the southeast corner (Figure 2). The 1912 Sanborn Map of Abilene shows a north-south oriented racetrack dominating the center of the property with a grandstand along its west side and the agricultural hall and animal barns in their previous locations. By this time Pine Street extended north of 4th Street, curving past the animal buildings and leading to the grandstand. After the City purchased the property from the Fair Association in 1916 this configuration of buildings and roads appears to have remained unchanged until the City contemplated improvements during the Depression (Figure 3).

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The initial park improvements included surveying the park property, identifying grading and utility needs, placing new buildings and structures on the site, and designing a network of roads and paths. The resulting plan extended Poplar Street to the north with parallel barrels that diverged around a new swimming complex; constructed two east-west connections between Poplar and Pine streets (4th Street and a road immediately south of the racetrack oval) that featured curving intersections with the north-south roads; and extended Pine Street north to 7th Street. The curvilinear pattern of streets enhanced the naturalistic qualities of the park and followed theories of urban planning popular at that time. Low sloping concrete curbs and gutters lined the roads through the park. Sidewalks were limited to paths extending from the edge of the road to a specific park building or feature. Each section of concrete sidewalk has a brushed surface framed by smooth edges. Records indicate that park improvements included some grading as well. Given the level nature of the land in this area, it does not appear that the project included any significant amount of earth moving activities. An aerial photograph taken c. 1946 shows the appearance of the park shortly after the completion of the public improvements (Figure 4).

The network of roads and paths laid out in 1935 remains largely intact. Only the east-west road between the racetrack and 4th Street has been vacated. A vestige of this alignment remains visible on the east side of Pine Street. Also intact are the curbs and gutters installed throughout the park. Some new sections of sidewalk have been poured to replace broken and heaved concrete. These match the design, materials, and location of the original, although color and texture often differentiate them from the original fabric.

Fair Ground

Resources associated with the historic district's fair ground site include one contributing building (the stadium), one non-contributing building (rodeo concessions/restrooms), and eight non-contributing structures (bleachers (3), rodeo chutes (2), crow's nest, racetrack oval, paddock animal shelter) associated with the county fair grounds.

By 1912 the county fair grounds had roughly the same configuration it had in the early 1930s when the City of Abilene pursued federal and state funds for park enhancements (Figure 3). While all of the fair buildings from this early period have been replaced, much of the character imparted by the initial fair ground development remains intact. Most noticeable is the distinctive race track oval that once dominated the property. Roughly half of the oval remains extant, defined at its perimeter by a ring of dense scrubby trees and a slight change in grade. The WPA stadium, described below, occupies the same location as the previous wood grandstand constructed earlier in the century. While the conglomeration of livestock shelters and other support buildings west of the stadium post-dates the historic district's period of significance, historic atlases show that these types of structures occupied this location at the western edge of the fair ground as early as 1909.

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Stadium

The 2,028-seat Tom Smith Abilene Stadium replaced an earlier wood grandstand and doubled its seating capacity. The rectangular limestone stadium rests on a concrete slab foundation. Limestone sheaths the building's north, south and west walls. The quarry-faced ashlar field stone is laid in a random range, while the stone trim details and parapet cap are dressed. Poured concrete forms the stepped bleachers on the east side. All of the building's openings are recessed the depth of the limestone blocks, and the surfaces of the blocks are smooth facing the openings.

The main elevation of the stadium faces west. It has nine bays, eight of which contain multi-light industrial-style metal windows with central hoppers and ribbed glazing. Dressed stone blocks form the window surrounds, and blind rifle slits are centered in the wall above each surround. Below six of the eight windows are entrances filled with pairs of cross-braced, tongue-and-groove wood doors. The two outermost bays have only dressed stone sills separating the upper windows from a second, lower window opening. At the north end of the building a window air conditioner fills the lower opening, and the lower window at the south end has been infilled with limestone matching the body of the building. Shallow pilasters with battered caps flank all of the window bays except those closest to the center.

The ninth bay, at the center of the south elevation, contains the stadium's main entrance. The entrance surround projects from the wall of the building in two shallow steps. At its center, large blocks of dressed stone frame the entrance. The surround is wider and taller than those in the flanking bays. A single tongue-and-groove, wood, rolling door fills this opening. Stylized Moderne lettering carved into the surround reads, "Abilene Stadium." A series of striations are also carved into the smooth stone at the top of the entryway. In the rough-faced stone above the dressed surround are three blind rifle slits, matching those above each window. Carved into one block toward the base of the surround is information about the civic officials, architects, and funding vehicle involved with constructing the stadium.

A series of doorways pierce the end (north and south) walls of the stadium. Each end has a pair of large tongue-and-groove entry doors matching those in the front bays. These doors provide cross-ventilation to the interior of the stadium and provide ingress and egress at each end of the long central corridor. Smaller doors in the south end access rest rooms. A walkthrough door is also found in the north wall.

The east side of the stadium contains the bleachers. Modern metal seats attached to the poured concrete structure are arranged in sections separated by vertical aisles. Concrete ramps integrated at each end of the stadium lead to a concrete aisle at the base of the bleachers. The limestone facing the low wall below the aisle matches the body of the building. Square openings in this wall have been in-filled with brick. A metal pipe railing runs along the outside edge of the ramp and across the front of the aisle.

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The interior of the stadium has a concrete slab floor and concrete block walls spanning the width (east-west) of the stadium that align with each of the external pilasters. The poured concrete ceiling is the exposed underside of the external bleachers. Large openings in the concrete block walls create a north-south corridor through the length of the stadium. Massive poured concrete headers top each doorway. Wood frame partitions between some of the interior bays define concession and ticket areas.

Landscape and Non-contributing Resources

The use of the land east of the stadium has changed over time. A 1946 c. aerial photograph of the park shows that at that time the stadium provided grandstand seating for a lighted baseball field (Figure 4). Home plate was on the west, and a ring of tall pole lights extended over half the width of the old racetrack. That ring of light poles remains extant, although the City in recent years moved the ball field to a new complex north of the stadium, erasing all traces of the north end of the racetrack oval.

In place of the 1940s ball field are new rodeo facilities. Two banks of metal bleachers face the stadium, and another faces the field on the north. Metal pipe chutes enclose the north and south ends of the dirt infield. The southern chutes contain an upper level judging/announcing booth, and a freestanding metal pipe crow's nest stands next to the chutes on the north. A series of fences encloses the entire rodeo complex. Metal pipe fence with wire insets encloses the infield. Those surrounding the perimeter of rodeo complex include vertical, standing seam metal panels attached to wood posts and rails on the north, chain link along the east and sections of open, horizontal metal pipe fencing on the south. A very tall and very wide entryway at the north end of the complex is constructed of peeled logs in a post-and-lintel configuration. Bolts and iron straps attach the horizontal member to the vertical members. Banks of stadium lights are attached to tall log poles that ring the rodeo field. All of these structures are considered non-contributing to the historic district because they post-date the period of significance and were not constructed using New Deal relief funding.

A dirt and gravel drive enters the former racetrack from Pine Street just north of the stadium. The drive cuts almost straight across the old racetrack to exit onto Poplar Street, primarily providing access to the baseball complex. The road also wraps around the east side of the rodeo complex.

Along this road on the exterior of the rodeo complex is a new structure containing restroom facilities and concession stands. The concrete block building has a north-south orientation. The end gable roof has wide flat eaves and is clad with composition shingles. The bathroom entrances are recessed in the north end wall. A passageway towards the south end separates the concession stands from the restrooms. This modern building is a non-contributing element to the historic district.

South of the rodeo complex, occupying the south end of the old racetrack oval is a grassy paddock enclosed by sections of horizontal metal pipe fencing. Forming the southern edge of this area, the perimeter of the racetrack is lined with fencing composed of log posts connected by metal cables and

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pipes and reinforced with wood and wire snowdrift fencing. Within the paddock is an open-sided animal shelter with a metal gable roof supported on log posts. This modern structure is also non-contributing to the historic district.

Bandshell

This site, located immediately west of the stadium and north of the formal garden, includes one non-contributing building (the 1992 bandshell) and one contributing structure (the associated New Deal-era landscaping). The existing bandshell was constructed in 1992 to replace an earlier building constructed in 1934. The City received CWA funds to construct the original bandshell adjacent to the stadium in the fairgrounds park. It burned in 1992 and was replaced by the existing concrete block building in 1998.

The contributing landscaping consists of the grassy lawn in front of the stage and dense linear segments of deciduous shrubs that follows the curve of the road between Eisenhower Park Road and Pine Street. It is unclear whether this landscaping was part of the CWA project that funded construction of the bandshell or if it was part of the general park landscaping completed with KERC and WPA funds a few years later.

Formal Garden

The formal garden, which includes two contributing structures and five non-contributing objects, occupies a roughly rectangular area at the southeast corner of the park, immediately south of the bandshell. Its boundaries are Pine Street on the east, 4th Street on the south, and the Park Road on the west and north. Mature deciduous trees dot the area south of the garden hardscape in the c. 1946 aerial photograph, suggesting that a portion of the fairground land was cleared to create the existing garden. The significant garden structures include a pergola and the system of paths and landscaping. This site also contains five non-contributing objects: a modern gazebo, a street clock, two sundials, and a fountain.

Hardscape

The garden's system of concrete paths orients the plan at a 45-degree angle to the axial street grid. The formal geometric plan includes oval and circular paths laid end to end. A pergola anchors the northwest end of the oval. Encompassing the outer edges of both geometric elements is an elongated horseshoe-shaped path. The open ends of the horseshoe terminate at the pergola, while the curved end of the horseshoe aligns with the circular path at the center of this site.

Additional paths draw the visitor into the garden. One straight path leads from the southeast corner of the park (the northwest corner of Pine and 4th streets) to the central circle. A second straight path leads from the southwest corner of the park (the northwest corner of 4th Street and Eisenhower Park Road) to roughly the northeast corner of the garden, bisecting the circular element and fountain. Along this second path, equidistant from the central circular element are two smaller concrete circles each

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containing a sundial. Secondary paths bisect the sundials, crossing the primary southwest-northeast path at a perpendicular angle parallel to the path from the southeast corner of the garden. These paths extend from 4th Street and Eisenhower Park Road, respectively, making a 45-degree turn to parallel the main geometric element. These secondary paths terminate just north of the sundials.

Pergola

The pergola at the northwest end of the formal garden is a symmetrical structure. Random range, quarry-faced ashlar limestone faces the square posts. At the center of the structure, spaced pairs of posts support the four corners of the hip roof. The wood shingle roof has exposed wood rafter tails and a tongue-and-groove wood ceiling. Flanking the central section of the pergola are two open structures with spaced pairs of posts at each end that match those at the center of the structure. Wood plank headers connect opposing pairs of posts across the width of the structure, and four longer headers rest on top of the posts as they extend from the hip roof to each end of the structure. Smaller wood planks span the width of the structure on top of and perpendicular to the long headers. Chicken wire attached to the outside of the structure at each outer pair of posts supports climbing flowering vines. A concrete path bisects the length of the pergola and provides access to the garden through the southeast end of the hip section. Below the hip roof are a concrete bench and a terrazzo drinking fountain. Low flowering shrubs and beds of multicolor annual flowers grow in front (southeast) of the pergola.

Landscape

Grass is the primary ground surface material of the formal garden. Multiple varieties of mature deciduous trees are distributed throughout this site. Semi-circular arcs of dense shrubs ring the sundials and outer fountain paths, enhancing the geometric qualities of the hardscape design. Flanking the length of the oval path are additional rows of dense shrubs with banks of perennial and annual flowers planted in continuous beds lining the paths. Mature clusters of tall flowering bushes connect the sections of shorter shrubs. The path that traverses the length of the pergola diverges at either end a short distance from the structure. At these junctures are raised planting beds surrounded by low limestone walls and containing a variety of rosebushes. Sections of split rail fence are also found in this general vicinity slightly beyond either end of the pergola structure.

Non-contributing Structures

A variety of other resources found in this area of the park do not contribute to the significance of the historic district due to their age and/or association. At the center of the main circle is a round concrete fountain, funded by the James R. Cutler Post of the American Legion.¹ The fountain originally included a battery of colored searchlights at the base of the water flow. By switching on the various colored lights it was possible to create seven color combinations. This feature remains operable, although only clear light shines today. While the fountain is contemporary with the park improvements and its construction falls within the period of significance, its construction was funded by an private rather than

¹ "Legionnaires to Install Colored Water Fountain," *Abilene Daily Chronicle*, 6 May 1938.

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public entity rendering it non-contributing to the context of this historic district. Likewise, the stone sundials that occupy the circles east and west of the fountain were donated to the City in 1941 by the Daughters of the Civil War. These elements are non-contributing because they post-date the district's period of significance and lack association with a public funding mechanism.

To the west of the primary path is a gazebo erected during the past five years. The multi-sided black wrought iron structure has a domed copper roof. The patterned wrought iron that fills the lower portion of the walls gives the structure a light, airy feeling. Benches line the sidewalls. Because this element was constructed after the period of significance for this historic district it is considered a non-contributing element.

South of the gazebo on the east side of the primary path is a tall black metal street clock. Originally located in front of Goodell's jewelry store on Broadway, the clock was donated to the City and installed in the park in 1981. While the clock appears to be over 50 years of age, its date of erection in the park post-dates the period of significance for the historic district, making it a non-contributing element.

Picnic/Play Area

The core of the park, bound by Pine Street on the west, Poplar Street on the east, 4th Street on the south and the racetrack oval on the north, is the park's active recreation picnic and play area. This flat area is generally grassy and dotted with mature trees. The western three-quarters were part of the turn-of-the-century fairground, as is evidenced by the mature trees shown in the c. 1946 aerial photograph. The old agricultural hall that stood near 4th Street was replaced in the late 1930s by tennis courts. The park's tennis courts moved to a new area east of the fountain lobe in the early 1980s, at which time basketball courts were constructed on the level area that once held the agricultural hall. A road originally bisected this area near the southern end of the racetrack. Closed in the 1980s, only a remnant of the road remains visible off Pine Street. In addition to some grading (the extent of which is unknown), historic construction in this part of the park has been limited. The contributing features include a restroom building, picnic amenities (17 picnic tables and 3 picnic ovens), and possibly some landscaping. Only the trees in the eastern one-quarter of the picnic/play area can be specifically associated with the Depression-era improvements. Non-contributing elements include a second modern restroom building, three modern picnic shelters, and the basketball courts. Playground equipment that post-dates the original construction of the park is also found in this area. Due to its small size and scale, lack of artistic design and impermanent construction, the playground equipment was included in the resource count.

Restroom Building (WPA -- contributing)

The WPA restroom building is a small rectangular structure oriented east-west near the northwest corner of Poplar and 4th streets. Like the other WPA park buildings, random range quarry-faced ashlar limestone clads the walls of this building. Wood shingles cover the gable roof. A small metal vent pipe

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risers from the center of the north roof slope. The flat narrow eaves are tight to the gabled end walls and overhang the sidewalls by only a few inches.

The single doorways that pierce each end wall (east and west) are offset within their façade (one to the north and one to the south). Within each stone doorway the wood doorframe and solid wood door are recessed the depth of the limestone blocks. Two square window openings with smooth limestone sills pierce the south wall of the building. Wood louvers fill the west opening, and a three-light sash fills the east opening.

The otherwise simple building has two decorative elements centered in each gable end wall above the doorways. The first element is a metal sign bracket (missing its sign) which has scrolled design. Above the sign bracket is a shorter metal hook in the gable peak. On the building's west end the upper bracket retains its original metal cage, lantern light.

Limestone wing walls originally extended the sidewalls closest to the doorways in each end wall. The Abilene Park Department removed those walls within recent years to discourage illegal activities in the park. The building currently is vacant.

Restroom Building (Non-contributing)

A split-face, concrete block, restroom building was constructed c. 1995. The distinctive modern roofline of the rectangular building has a long, steep shed roof slanting toward the rear (north) and an opposing, lower, shed roof sloping toward the front (south) above the entrance and front wall. Wood shingles clad both roof slopes, and each has a flat wood fascia. A large opening centered in the south elevation provides access to a corridor leading to the men's and women's facilities. Two sets of 16 glass blocks, arranged in 8x2 groupings, pierce the upper wall above the front shed roof to illuminate the interior.

Picnic Tables/Benches (contributing)

Seventeen (17) sets of concrete and limestone picnic tables and benches are scattered throughout the picnic/play area of the park. While it is likely that each set (picnic table and two flanking benches) was constructed on a concrete pad, the accumulation of soil over time has eliminated the visibility of the concrete bases. The concrete table tops rest on tall rectangular bases that measure roughly eighteen inches wide, six feet in length, and two and a half feet high. Quarry faced, random range ashlar limestone blocks clad the bases. Slabs of concrete with slightly tooled edges, measuring roughly three feet by six feet, form the tabletops. Flanking the long sides of each table are two benches approximately two feet tall, two feet wide, and six feet long. Like the tables, quarry-faced random range ashlar limestone blocks clad the base of each bench and a slab of concrete with slightly tooled edges forms the seat. The picnic tables and benches are all in good condition.

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Picnic Ovens (contributing)

Scattered around the west end of the picnic/play area near Pine Street are three, L-shaped rubblework limestone picnic ovens. Concrete pads, measuring approximately five feet by six feet, form an apron around the base of each oven. The rectangular base of each oven, inset from the front and sides edges of the concrete pad, rises to a height of approximately three feet. At the rear of each oven, the limestone structure rises into a chimney approximately seven feet in height. The sides of the chimneys taper slightly inward and have a concrete cap. Quarry-faced, irregularly shaped, uncoursed limestone blocks clad the exterior of each fireplace structure. The manner in which the limestone integrates with the base and chimney of the ovens suggests that these are concrete structures with limestone veneer. Between the two lower limestone walls the base of each oven contains a two-level firebox constructed of blond bricks. A metal grate rests on top of the bricks flush with the top of the limestone sidewalls. The condition of the ovens varies. All are missing some of their masonry, especially in the area of the fireboxes. Some of the limestone cladding is failing from the top and sides of the individual structures. However, the form, function and original design of all three ovens remains unimpaired. Newspaper reports during the construction of the park indicate that the park originally contained nine of these structures.

Picnic Shelters (non-contributing)

Just south of the racetrack oval toward Pine Street are three modern picnic shelters. Square wood posts rise from concrete pads to support end gable roofs. The shelters were constructed before 1991, and therefore, are non-contributing to the historic district.

Swimming Complex

Anchoring the east side of the park is an island in the middle of Poplar Street that contains the swimming complex. The complex includes one building (the limestone bathhouse) and two structures (the pool deck with swimming and wading pools; landscaping and paths south of the bathhouse) that contribute to the significance of the historic district, and one non-contributing object (raised planting bed with flagpole).

Bath house (contributing)

Described in contemporary news reports as "of simple but attractive lines," the bathhouse expresses the Moderne architecture typical of Depression-era public construction. Measuring 110 feet by 32 feet, the rectangular building projects at the central front entrance and slightly at the rear entrance, giving it a truncated T-shaped plan. Between the concrete foundation and battered dressed stone parapet, quarry-faced ashlar limestone laid in a random range covers the exterior of the building. A dressed stone beltcourse encircles the building above its openings. All four facades of the bathhouse are symmetrically arranged.

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The entrance bay projects from the center of the front (south) elevation. Dressed stone surrounds the wide opening at the center of this bay. The smooth surface of the stone surround is painted cream with dark green highlights. Flutes, incised into the surround, flank the entrance and hang down roughly three-quarters of the building height from the roofline. Carved above the doorway are the words "Swimming Pool" in large letters below which are the words "Ladies" and "Men" in a smaller point size. All of the lettering is a stylized Moderne font characteristic of the 1930s. The entrance to the building is recessed within this bay at the front wall of the main block. Concrete block infill has reduced the width of this opening to a double door centered in the original entrance.

Flanking the entry bay on the front facade each wing has five window openings with battered, dressed stone sills. The nearly square openings are placed high on the building wall roughly equal to the top of the entrance. Wood louvers fill the window openings on the south elevation. A pair of limestone pilasters flanks the openings at the outer ends of each wing, and the remnants of additional pilasters are visible adjacent to the openings closest to the center bay. The dressed stone cap of the pilasters integrates into the beltcourse that encircles the building above the openings. Single louvered openings also pierce the east and west walls of the projecting entrance bay. A carved stone plaque in the easternmost pilaster on the south (front) elevation is inscribed with the building's date of construction, names of the architects, and civic officials.

Pairs of windows pierce the east and west end walls of the bathhouse. These openings are identical to those on the front of the building except that each is filled with an eight-light hopper window. Pilasters, matching those on the front of the building, flank the windows at the corners of the end walls.

The poolside entrance projects just slightly from the north building wall. This projection contains three single doorways with the words "Men," "Ladies," and "In" carved above them in the same stylized font seen on the front of the building. The dressed stone entry surround is painted in the same manner as the front entry and features incised flutes flanking each doorway. Five bays of eight-light hopper windows pierce each wall flanking the central entrance bay. On the west side of the building a concession stand covers the middle three windows of the north wall.

The concession stand is a rectangular shed-roof wood frame structure with board and batten siding. Large openings in the upper portion of each wall have narrow wood counters. Doors adjacent to the main building wall in the east and west ends of the concession stand provide allow passage through the structure.

The bathhouse originally had a rooftop deck with a concession stand, which was accessed by flights of stairs flanking the front entrance. The ghosts of these stairs remain visible on the front elevation. The deck was intended for watching bathers or "playing cards." The current concession stand was built in the 1960s when the roof deck was closed due to safety concerns.

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The interior of the bathhouse has three primary spaces. All three have smooth concrete walls and floors and concrete ceilings with exposed structural beams.

At the center of the building is the checkroom. Wide openings with laminate counters dominate the north and south walls of this space. Wood racks that hold metal bins line all remaining wall area. The light fixtures in this space are white schoolhouse globes that hang from short metal bases.

Changing rooms occupy the east and west ends of the building. At the far end of each space a concrete wall separates the shower room from the changing area. Wood partitions define toilet and changing stalls that line the remaining perimeter walls. Wood benches supported at each end on round metal feet are bolted to the floor in each room. In addition to the natural lighting provided by the many windows, flat metal light fixtures with exposed bulbs hang from the ceiling in each changing room.

The basement houses the pool filtration system. Accessed by a stairway on the pool deck, the basement has concrete walls, floor, and exposed concrete beam ceiling. The three original filtration tanks remain in use, although some of the original piping has been replaced by PVC. Overhead light fixtures have flat metal shades with exposed bulbs.

Swimming Pools and Deck (contributing)

North of the bathhouse is the concrete pool deck, which contains the swimming and wading pools. The deck is roughly rectangular in shape with rounded corners at the north end. Dominating the space is the swimming pool surrounded by a wide walkway. The concrete pool measures 75x150 feet and ranges from three to nine-and-a-half feet in depth. The rim and interior of the pool are painted. Twenty-four underwater lights in the sidewalls and ten wood poles with banks of stadium lights illuminate the pool. Metal pipe ladders are scattered around the perimeter, and metal pipe lifeguard chairs are anchored to the deck in three locations. Additional amenities include two diving boards centered at the north end of the pool and plastic tube slides at the northwest corner and east side. These latter features are of recent vintage.

At its southeast corner the pool deck widens slightly to accommodate a small oval wading pool. A low chain link fence with a gate encloses the wading pool and the twenty by thirty-foot concrete deck that surrounds it. The rim and interior of the concrete wading pool are painted.

A tall chain link fence surrounds the entire pool deck. Similar fencing is visible in the c. 1946 aerial photograph of the park.

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Landscape

In front (south) of the bathhouse is a triangular, grassy area. One concrete path bisects the triangle from the point to the entry. A second path traverses the property east-west in front of the building. Several mature deciduous and evergreen trees dot this parcel. This configuration of space and paths is visible in the c.1946 aerial of the park. The aerial shows evergreen shrubs lining the foundation of the bath house, arcs of shrubs extending from the southern corners to the road and a few new trees planted in the grassy lawn. Today this area in front of the bathhouse has been extended to create a more distinct point.

Occupying the point is a low planting bed formed by a low limestone wall. Flat evergreen shrubs and day lilies grow in the bed and a flagpole rises from its center. An inscribed concrete plaque at the point reads "Presented by Veterans of Foreign Wars, Post No. 3279." It is unclear from the historical record when the flagpole was installed. The raised bed and flag pole are not visible in the c. 1946 photograph (Figure 4). Therefore, they post-date the period of significance and lack association with the historic context for this district and are considered non-contributing elements.

Fountain Lobe

The southeast corner of the park is a roughly rectangular lobe bound on the east by the property line, on the north and west by Poplar Street and on the south by the alley that bisects the block between 3rd and 4th streets. This grassy parcel is dotted with mature deciduous and evergreen trees and has a line of shrubs near its eastern edge. The circular fountain shown at the heart of this lobe in a mid-1940s aerial photograph was removed in the 1970s (Figure 4). A straight concrete path led from the center of the west side of the lobe to the fountain, which was located near its center. Some of the remaining trees may be original plantings that created a ring behind (east of) the fountain. The aerial also shows low shrubs lining the east frontage along Poplar Street and the path to and around the fountain. Neither the fountain nor the shrubs are extant. In the 1980s the park expanded further to the east with the construction of tennis courts on a rectangular parcel immediately east of the fountain lobe. The alley forming the southern edge of the lobe was widened and an extension of Poplar Street constructed around the east side of the lobe. The new street extension connects to the main east barrel of Poplar Street at a point parallel to the bathhouse. While a number of the features that composed this area of the park are no longer extant (fountain, path, shrubs), it is considered a contributing element to the historic district because the shape of the lobe, as defined by Poplar Street is unchanged from the original park layout, it remains a grassy area with limited plantings, and it continues to convey the original design of the Depression Era park.

Traffic Islands (2 sites)

Two triangular traffic islands were constructed as part of the New Deal-era improvements in the park. One was located at the then northern terminus of Poplar Street. The second was located in the middle of Pine Street on the park's west side between the formal garden and bandshell. Both retain their original curbing, although the original plantings have been compromised. Because they continue to convey the original design and layout of the park, both are included as contributing sites to this nomination.

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Pine Street Island

The west traffic island is located directly north of the formal garden, roughly at the juncture of Eisenhower Park Road and 4th Street. A low concrete curb defines the shape of the small island. A single cedar tree growing at its center may be an original planting.

Poplar Street Island

The east traffic island is located north of the swimming pool. To its south Poplar Street diverges into two barrels of traffic flanking the swimming complex. North of the island, Poplar Street converges into a single barrel of two-way traffic. The c. 1946 aerial shows that this island was the northern terminus of the park on the east side (Figure 4). The land to the north is undeveloped and appears to be under cultivation. At this time Poplar Street made a U-turn south of the island; only later was it extended to the north. The aerial shows bushy shrubs at each corner of the island. Currently, the island contains a few shrubs at the southeast and north corners as well as two small flowering trees near its center.

INTEGRITY

Contributing elements to this nomination include those features effected by or constructed using Federal and Kansas New Deal-era funds between 1935 and 1939. These include the curvilinear configuration of roads and resulting configuration of uses; the original concrete curbs and gutters lining the road system; the network of sidewalks/paths that define the formal gardens and the area in front (south) of the bath house; the two triangular traffic islands; the county fair stadium; the swimming complex (bath house, pools, and deck); the pergola and landscaping of the formal garden; and the 1930s restroom building and picnic amenities. While alterations have had a negligible impact on the overall design and feeling of the historic district, they have effected the integrity of individual resources to a greater or lesser degree. For instance the removal of the fountain from the southeast lobe altered the function and design of this section of the park. Likewise, the removal of the rooftop deck, concession stand and stairs from the bathhouse affected its appearance and function, and removing the wingwalls from the restroom building was an alteration to its original design. Less significant changes have included replacing sections of sidewalk with new concrete, loss of vegetation planted as part of the park improvements (in particular shrubs that lined the west side of Poplar Street), vacation of the road between 4th Street and the racetrack, relocation of the tennis courts, and construction of one new buildings and a series of structures throughout the park. All of these changes are reversible, and the extant individual historic elements retain integrity of design, setting, feeling, workmanship, materials, location, and association.

Non-contributing elements to the historic district include features constructed outside the period of significance. Among these are the turn-of-the-century racetrack oval, modern rodeo enhancements (fencing, chutes, and bleachers), the modern restroom building, playground equipment, picnic shelters,

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and the flagpole element in front of the bathhouse, and the gazebo, clock and sundials in the formal garden. Also non-contributing is the fountain in the formal garden, which was constructed within the historic period of significance but using funds from a private organizations rather than a federal or state relief program.

Overwhelmingly, the park continues to continue to convey its historic character as a Depression-era public recreation facility. Comparison of aerial photographs taken c. 1946 (figure 3) and 1991 (figure 4) show that the property boundary, the configuration of park components, the circulation pattern, the topography and character of vegetation, and the appearance of architectural features remain sufficiently intact to convey the historic park design. Overall the park retains integrity in all seven areas required for National Register listing.

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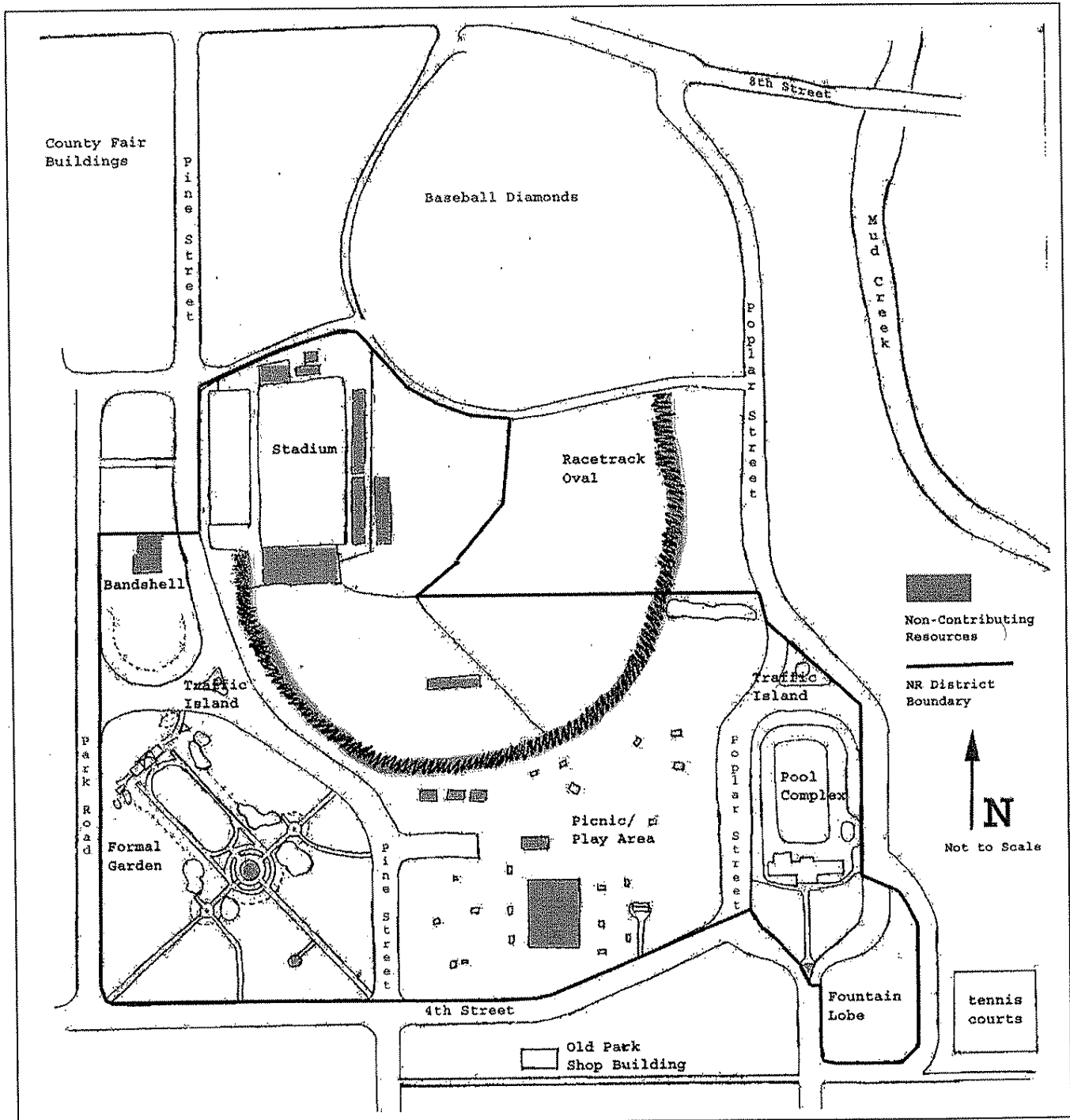
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Figure 1 – Abilene City Park Historic District



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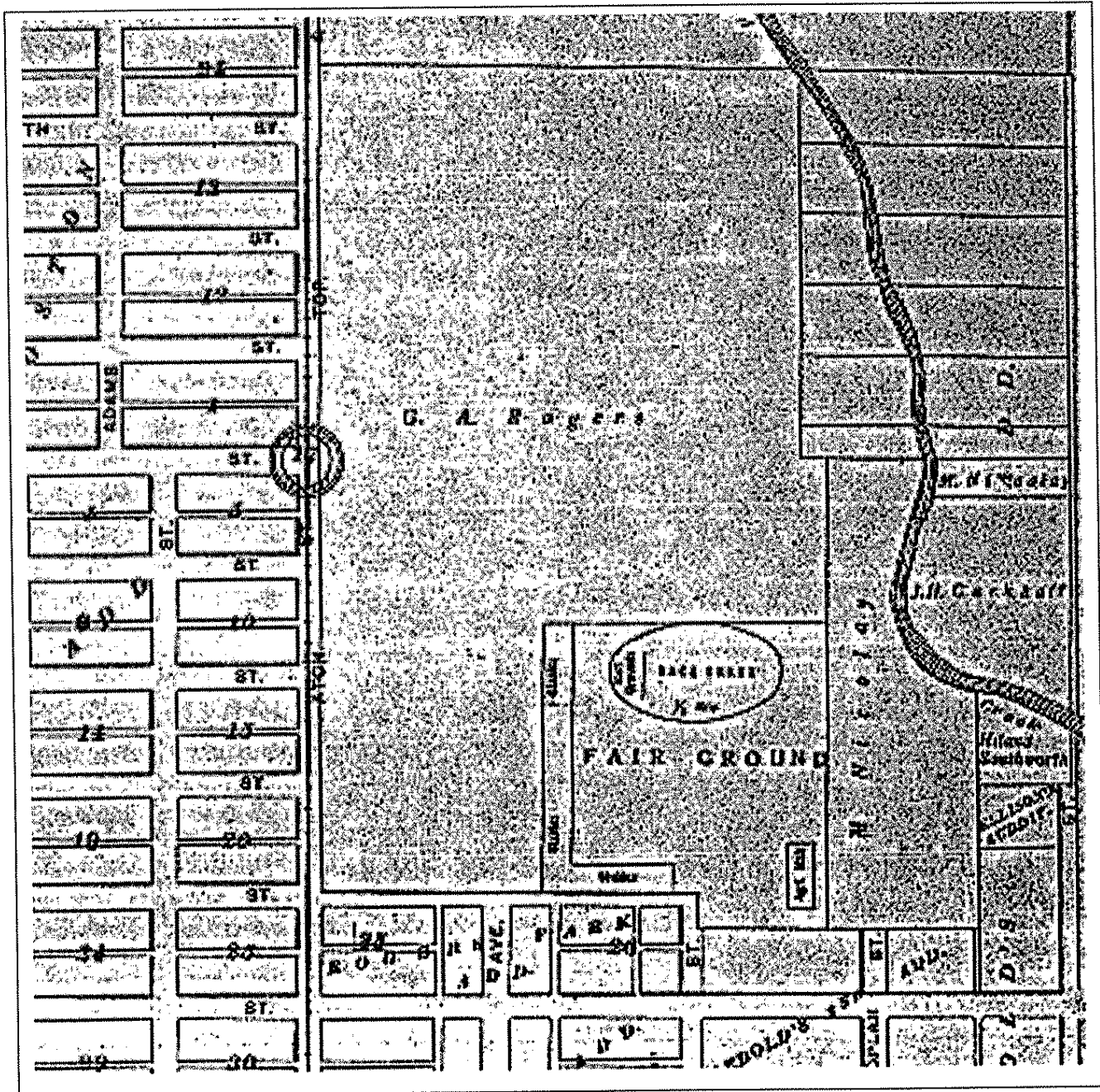
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Figure 2 – From 1909 Dickinson County, Kansas Plat Book and Complete Survey (Capper)



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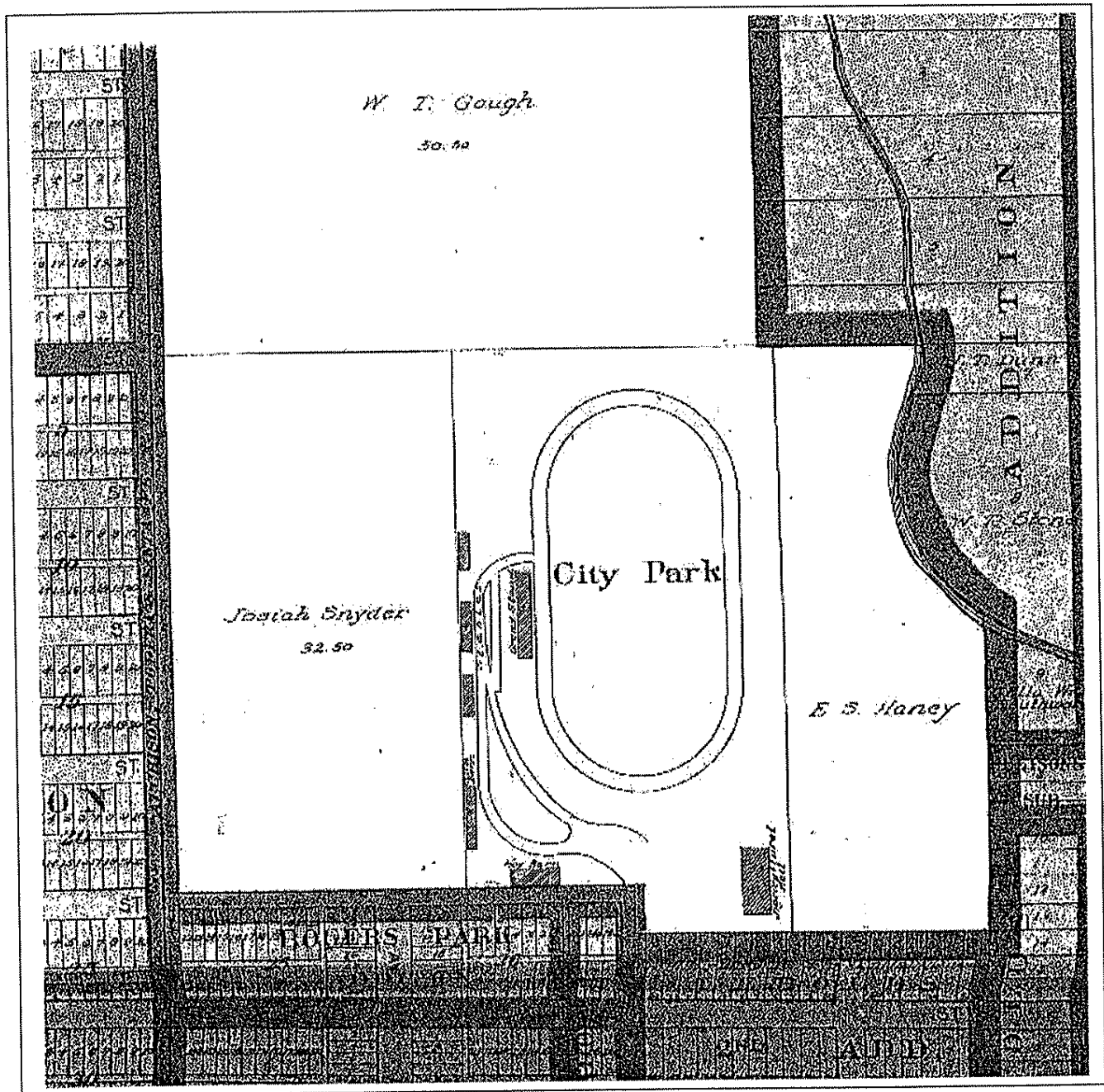
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Figure 3 – From *Standard Atlas of Dickinson County, Kansas, 1921* (Geo. A. Ogle & Co.)



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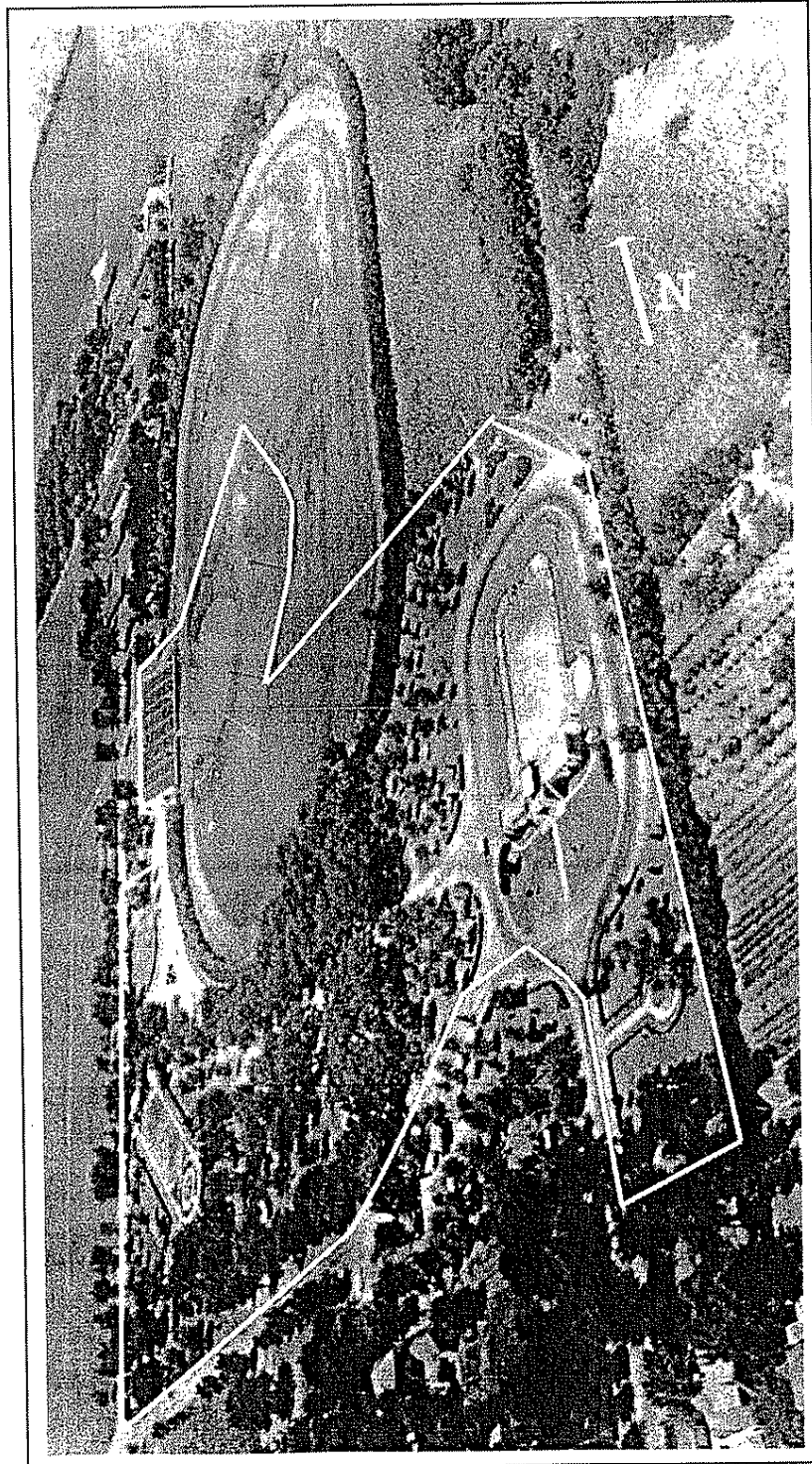
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Figure 4 -- c. 1946 Aerial Photograph of Park Showing Historic District Boundaries



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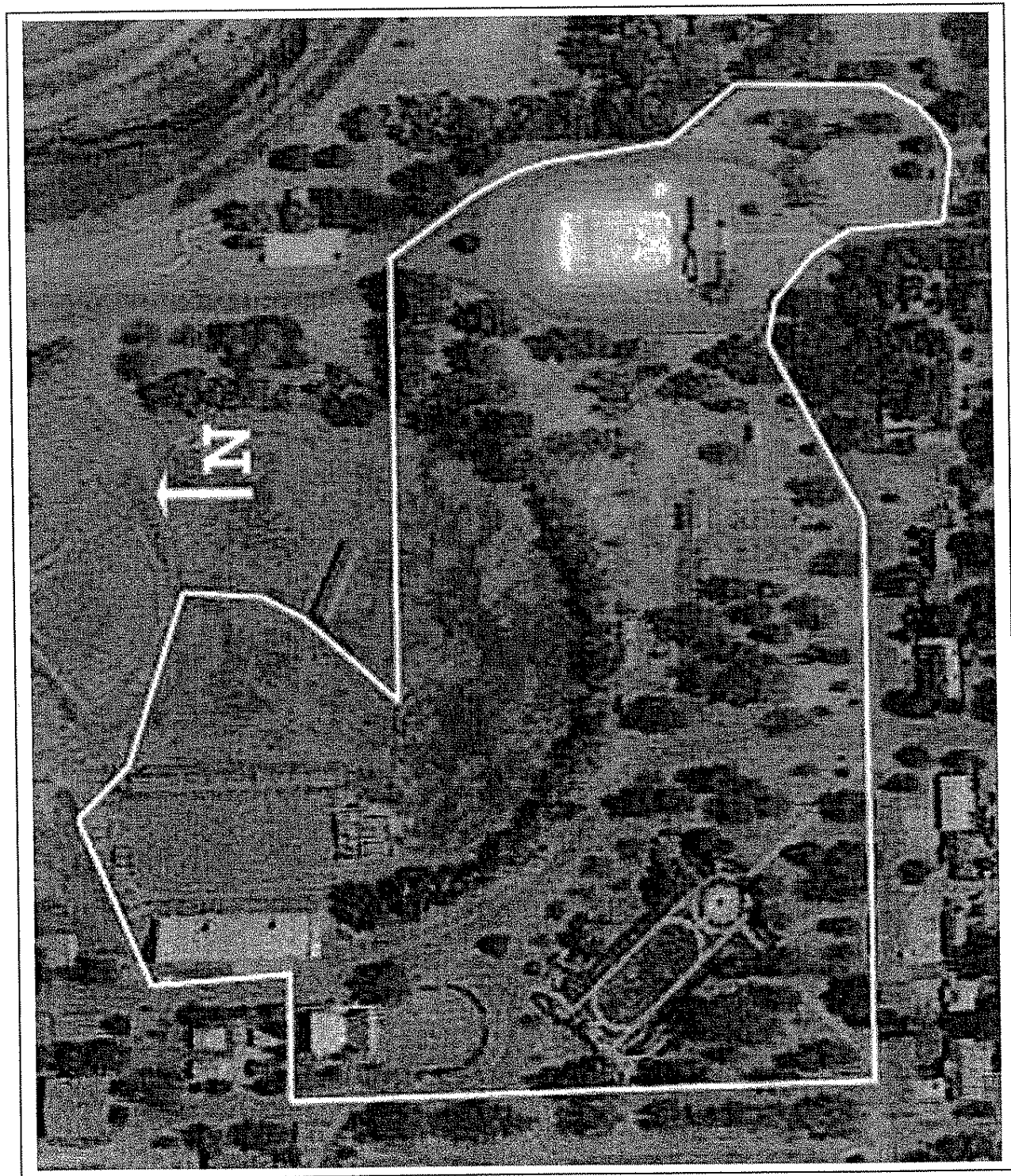
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Figure 5 – 1991 Aerial Photograph of Park showing



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SUMMARY

The Abilene City Park/Eisenhower Park is eligible for listing on the National Register under Criterion A for the areas of RECREATION & CULTURE and COMMUNITY PLANNING & DEVELOPMENT. Like many communities nationwide, the City of Abilene made extensive use of New Deal funds between 1934 and 1939 to improve the existing fairgrounds and to develop the remainder of the property as a municipal park. As described in the Multiple Property Documentation Form for *New Deal-era Resources of Kansas*, in the spirit of the New Deal, the project was undertaken as a labor-intensive project that would employ a large number of individuals currently receiving public relief. Following its construction the park would subsequently provide the community with an enduring public amenity. During a presentation to the Abilene Rotary Club on June 4, 1938, Dr. Bruce Thayer, now a member of the City Park Board, urged the community to take advantage of available public funding to make the desired park improvements. He noted that the proposed improvements could be maintained using existing city equipment. This was not a project that would drain future resources from the already stretched City budget, and it would provide an on-going source of pride to the community.¹ The park represented the ideals of park planning and design during this period, offering both active and passive recreation opportunities. It is the most cohesive example of intact New Deal-era park design in Dickinson County.² The Abilene park was singular in the quantity and quality of New Deal construction it originally received and in its retention of the vast majority of those elements, including landscape, buildings, and cultural landscape features.

STATEMENT OF SIGNIFICANCE

The following elaboration describes the history and significance of the New Deal-era improvements to the Abilene City Park in context with the county fair in Dickinson County, with municipal recreation in Abilene, and with Abilene and Dickinson County during the Depression.

The County Fair in Dickinson County³

The history of county fairs in Dickinson County dates back to October 1870 when the first event was held in a meadow south of the old Abilene city dump. In 1879, the Dickinson County Agriculture Society established the county's first permanent fairground with the purchase of 40 acres of land just north of the dump. The facility included a stock shed and a track for horse racing, although the majority of events were conducted in tents or out in the open. During these early years, the fair included contests

¹ "Park a Bargain," *Abilene Daily Chronicle*, 4 June 1938.

² The other Dickinson County communities that used New Deal funds to make park improvements include Chapman, Herington, and Solomon.

³ The history of fairs in Dickinson County is derived from Earl F. Mills, "History of the Fair," (Vertical File, Dickinson County Historical Society and Museum, Abilene, Kansas) n.d.

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judging animals, agricultural products, sewing, flowers, and manufacturing, as well as horse, bicycle and foot races. Unfortunately, economic conditions cut short use of the first fairground, and only a few events were held before the property was sold in 1886. The City of Hope subsequently hosted smaller fairs in 1887 and 1890, but Dickinson County had no more county fairs until early in the 20th century.

In 1906, the newly established Dickinson County Fair Association purchased 30 acres of land from Josiah Snyder to house the county fairgrounds. The Abilene Town Site Company had deeded this property at the center of the Southeast ¼ of Section 17, Township 13, Range 2 to prominent civic and business leader George Rogers in 1899. In 1904, Rogers sold the property to Josiah Snyder, who sold the parcel to the Dickinson County Fair Association two years later.⁴

The Fair Association promptly made a variety of improvements to the property. The 1909 county plat map shows a half-mile racetrack with an east-west orientation at the north end of the property. Animal stables line the property's west side and southwest corner.⁵ (See Figure 2, Section 7, Page 16.) An estimated 20,000 fair-goers attended the county fair at the new fairgrounds held in October 1906. Dickinson County's first fair in 15 years featured trotting ostrich, horse racing, balloon ascensions and a livestock sale. A milking machine was also on display.

By 1912, the configuration of the racetrack had changed. The oval race track dominating the site now had a north-south orientation with a 1,500-seat stadium centered on its west side. This suggests that the arrangement shown on the earlier map may have been a speculative illustration of proposed facilities or an earlier temporary track may have been built when the fair moved to this location. A rectangular, 2-½ story, wood frame agricultural exhibition hall with three-story towers at each corner was constructed at the southeast corner of this parcel (the current site of the park's basketball courts). A balcony circled the interior of the hall at the second story. The complex also included three horse stables, cattle and hog barns lining the west and south perimeter, a ticket office and a "rest house."⁶ With a new permanent fair complex, the Dickinson County Fair quickly returned as a major annual event. Additional highlights from the fair during this period included baby contests, weddings, horse and auto racing, a diving horse in 1910, and an air show in 1915 that featured a Mr. Longren from Topeka who flew his airplane three times a day.

The Fair Association sold the property to the City of Abilene in 1916, and by 1921 the City had constructed an extension of Pine Street that formed a loop road leading to the grandstand and other fair buildings.⁷ (See Figure 3, Section 7, Page 17.) The fairground retained this appearance until the

⁴ Dickinson County Deed Records, Dickinson County Courthouse, Abilene, Kansas.

⁵ Arthur Capper, *1909 Dickinson County, Kansas Plat Book and Complete Survey* (Des Moines: Kenyon Company, 1909): 55.

⁶ Sanborn Map Company, 1912.

⁷ Geo. A. Ogle and Company, *Standard Atlas of Dickinson County, Kansas* (Chicago: Geo. A. Ogle and Company, 1921): 8.

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improvements made in the 1930s. The annual fair itself continued to thrive. In addition to the traditional events, auto shows became increasingly popular. In 1919, an auto show drew 10,000 visitors and 2,000 vehicles on the final day. In 1925, the fair expanded to include a three-day livestock show and events related to the county's newly organized 4H clubs.

The Central Kansas Free Fair Association (CKFFA) organized in 1924 and conducted its first fair on the property in 1928. Over the past 75 years, the CKFFA has overseen a variety of improvements, including the construction of additional livestock facilities, the existing WPA grandstand in 1938, Sterl Hall in 1950, and rodeo facilities, beginning in 1946. The fair remains one of the largest in Kansas and in 1995 ranked as one of the top five small rodeos nationwide.

Public Recreation in Abilene

It is unclear from available information when the City of Abilene expanded the function of the fairground property to include additional recreational uses. Prior to the Depression, there had been only two public parks in Abilene. The first, a City-owned park constructed before 1884, was located between Spruce and Buckeye just south of the United Pacific railroad tracks on A Street.⁸ Similar to a downtown square, the park had paths lined with grass, flowers and benches, a gazebo and a goldfish pond with a fountain.⁹ This park remained in existence as late as 1933.¹⁰ Currently a parking lot, it may have been replaced when the City began improvements to the park adjacent to the fairgrounds.

Abilene's second park was located outside of town just south of the Smokey Hill River. Privately owned, maintained and endowed, Brown's Park was constructed prior to 1932. C.L. Brown, son of early area residents Jacob and Mary Brown, developed the 250-acre park. Begun as a gristmill, Jacob Brown's venture on the Smokey Hill River evolved to produce electricity for Abilene and other communities in the surrounding area. Ultimately, Brown's enterprise grew into the United Power and Light Corporation and the United Telephone Company. The younger Brown established the park as a memorial to his parents and included an endowment for its perpetual maintenance. It featured a lake with a beach and rowboats, riding horses, a golf course, camping and picnic facilities, all provided free of charge. At one corner of the park, Brown erected the Brown Memorial Home for the Aged, a nursing home providing free care to eligible area residents.¹¹ In a 1936 article about city park improvements, *The Abilene Daily Chronicle* mentions that Brown's park had closed.¹² It is unknown when or for how long the park was closed, but it is currently back in operation.

⁸ Sanborn Map Company, *Insurance Maps of Abilene, Dickinson County, Kansas* (New York, Sanborn Map Company, 1884).

⁹ Henry B. Jameson, "History of Abilene, Kansas 1857-1976," *Abilene Reflector-Chronicle*, 10 June 1976, special supplement; Abilene Commercial Club, *Abilene, Kansas Illustrated*, 1915.

¹⁰ Sanborn Map Company, *Abilene, Dickinson County, Kansas*. (New York: Sanborn Map Company, 1933).

¹¹ "A Cow Town Grows Up," *Kansas City Star*, 28 July 1932.

¹² "Big Majority Is Given for Bond Issue of \$40,000," *Abilene Daily Chronicle*, 26 August 1936.

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A third public recreation facility in Abilene during this period was a natatorium located on Cottage Avenue, between Olive and Fisher streets. It first appears on the 1917 Sanborn Map.¹³ The facility began as an enclosed pool without any additional park amenities. After it assumed control of the facility in the spring of 1935, the City partially razed the old facility and redeveloped it as an open-air pool. The work, which received some public funding, included repairs to the old pool and construction of new dressing rooms, a new office building, and a fence enclosing the pool.¹⁴

Abilene and Dickinson County during the Great Depression¹⁵

Abilene, the judicial seat of Dickinson County, was also the heart of its agricultural trade. Settlement in the county had been sparse until after the Civil War, when homesteaders discovered the rich farming offered by the prairie lands and the arrival of the railroads facilitated the shipment of crops to distant market centers.¹⁶

By 1930, the city's population stood at 5,405. As agricultural conditions worsened along with the economic depression and county residents moved in to Abilene in search of work, the city's population rose to 5,885 in 1933. By the end of the decade, the city's population dropped slightly to 5,638 as farming conditions improved. In 1938, 2,565 farms occupied over 84 percent of the county land area. A 1940 WPA planning report described the Abilene vicinity as a "cash-grain, livestock, and general farming area." Crops included wheat, corn, oats, alfalfa, sorghum, and livestock.¹⁷

Like counties nationwide, Dickinson County grappled with the effects of the Depression and how to provide relief for the growing number of struggling citizens. Prior to the Depression, assistance to the poor in Kansas came from an inefficient system managed by the counties that relied on a combination of county and private funding sources.¹⁸ The decrease in the tax base that accompanied the Depression hindered the ability of the county to provide relief services. In 1932, property valuation in Dickinson County dropped by 30 percent, forcing the county to eliminate its health department and to reduce funding to the Farm Bureau by half. Nearly \$30,000, including the expenses for the county poor farm, or roughly 18 percent of the remaining 1932 county budget helped the indigent.

¹³ Sanborn Map Company, *Abilene, Dickinson County, Kansas*. (New York: Sanborn Map Company, 1917).

¹⁴ "Raze Natatorium," *Abilene Daily Chronicle*, 15 May 1935.

¹⁵ Except as noted the facts and figures describing the history of Abilene during the Depression comes from Stewart Verkler, "Notes 1870-1935" vol. 7 (compiled clippings on file at the Dickinson County Historical Society, Abilene Kansas).

¹⁶ William G. Cutler, "Abilene, Dickinson County," *History of the State of Kansas*, [book on-line]; available from <http://www.ukans.edu/carrie/kancoll/books/cutler/dickinson/dickinson-co-p5.html#ABILENE>.

¹⁷ Work Projects Administration, *Basic Studies for Local Planning, Abilene, Kansas*. (Abilene: 1940): 8, 13, 37. Kansas State Historical Society, Topeka, Kansas.

¹⁸ Additional information about the Kansas poor relief system can be found in the context for *the KERC and the New Deal* in the National Register Multiple Property Documentation Form *New Deal-era Resources in Kansas*.

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The Abilene Chamber of Commerce lead private efforts to help those in need. In 1932, the Chamber asked all of the community's employed residents to donate one percent of their earnings to support work relief efforts for unemployed men on the "woodpile." During the previous winter (1931-32), the Chamber had spent nearly \$5,000 in wages for 350 unemployed men, at an average hourly wage of twenty cents.

Although the Emergency Relief and Construction Act supported by President Hoover passed in July 1932, the state of Kansas did not receive any benefits until October. The \$58,000 it received was dispersed among 55 counties in the state. The dire economic straits in Dickinson County were reflected in the allocation of nearly \$10,000 of this money to the county. Earmarked for labor, this money could not be spent on materials. In Abilene the funds were used to clean the channel of Mud Creek and trim trees along Buckeye.¹⁹

In 1933, the personal property valuation in Dickinson County dropped again, this time by \$850,000, while county aid to the poor rose to over \$39,000. County Engineer, Carl Nicolay, was named Poor Commissioner and Civil Works Administrator. Nicolay was selected for this position because the majority of work relief projects required engineering skills. Projects that year included cleaning and straightening Mud Creek, improving roads, and repairing and painting public buildings. In order to employ the maximum number of individuals, men were limited to 30 hours of work per week. During Christmas week, the 370 individuals on the work relief rolls shared wages of nearly \$10,000, or approximately \$27 each. To help local citizens cope with the worsening conditions, county, city and school board taxes in Abilene were cut. As the community continued to grapple with ways to help its population, the library embarked on a building expansion project that would employ more local residents. By the end of December 1933, the federal government had contributed \$43,740 to county relief efforts.²⁰

The Civil Works Administration (CWA) jump-started Roosevelt's New Deal efforts. Active only between November 1933 and March 1934, this ambitious program funded a number of projects in Abilene. During its first six weeks, the CWA contributed \$35,535 to Dickinson County's relief efforts.²¹ In addition to the library expansion, CWA projects in Abilene included repairs to the fire station and construction of a bandshell just west of the fairground stadium.

The year 1934 was difficult for Dickinson County. During the period between the end of the CWA in March and the start of the Works Progress Administration (WPA) in May 1935, the amount of available relief funds dropped while the number of individuals requesting aid increased. To address this shortfall, the county's budget for the poor fund increased 33% over 1933. By October 1934, nearly 2,500

²⁰ "Relief Survey Tabulated," *Abilene Daily Reflector*, 26 January 1935.

²¹ Ibid.

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individuals shared \$21,801 in relief aid, half of which was provided by the federal government. There was some public confusion and concern as the CWA was phased out and replaced by the Kansas Emergency Relief Committee (KERC). As the local newspaper reported, "...it [the KERC] was basically the same as the other [CWA] but more persons were needed to administer it, as usual." During the interim, the KERC established a mattress factory in Abilene that employed 12 to 14 women, working 24 hours per week for 30 cents an hour. County aid also included the distribution of surplus food and garden seeds. Private organizations continued to provide assistance as well. At Christmas, the Odd Fellows distributed 120 baskets of food to the needy, and the Legion Auxiliary held a party and gave toys to 175 children. The effect of the Depression on the county economy was felt by the Red Cross, whose fund drive netted donations of only \$2,701 county wide.

In 1935, severe dust storms further weakened the already struggling economy in Dickinson County driving up relief needs. The cost of relief in Dickinson County that year was \$740 per day. This expenditure included \$174,220 in federal aid, \$44,715 in private funds, \$45,974 in county funds and \$1,454 in state funds. Additional aid came in the form of surplus food. Street and sidewalk improvements were the typical relief projects that year. The county also reduced property taxes in 1935 to help families make ends meet. The *Abilene Daily Reflector* reported in August that despite a decrease in property values the county commissioners chose to lower the county tax levy by roughly seven-percent.²²

The effect of the WPA on county relief efforts was dramatic. In August, the *Abilene Daily Reflector* reported that since its inception the WPA district office in Salina had approved 146 projects with an estimated value of \$1,495,000. On one day alone, the office approved 12 projects involving 2,858 man-months of labor with a total duration of 51 months.²³ Individuals on the relief were required to take any job offered to them. If they refused, their name was removed from the rolls. By December, the majority of individuals on the relief rolls had been transferred to work projects, including 43 women working on a sewing project. Only 101 people in the county continued to receive direct relief. Unfortunately, for those still receiving assistance, the outlook remained bleak. At the end of November the county relief administration received only \$1,550 to cover the final two weeks of the dole before it ended on December 1. Families previously receiving \$7 per week were reduced to \$2.25.²⁴

The year 1935 also brought a series of changes to the office of the County Relief Administrator. By this time the staff of the Relief Administration had grown. Commissioner Nicolay was assisted by a caseworker, Miss Amber Waddell, along with five assistants, two clerks, and two stenographers, with administration costs for the public works programs exceeding \$2,000 per month. In March, Nicolay resigned and was replaced by William F. Miller of Geary County. In September, the staff was reduced

²² "County Levy," *Abilene Daily Reflector*, 20 August 1935.

²³ "WPA Approvals," *Abilene Daily Reflector*, 28 August 1935.

²⁴ "Dole is Slashed," *Abilene Daily Chronicle*, 22 November 1935.

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by nearly 50 percent. When the WPA became the lead employer in the work relief efforts that month, the federal agency paid workers on county relief projects directly, reducing KERC administration costs. Two stenographers, an assignment officer, two clerks and two caseworkers were removed from the state payroll.²⁵ Further changes were ahead. The new WPA rules, enacted in November, required that County Relief Administrators hold a college degree in social work. Not having such a degree W.F. Miller was replaced as County Relief Administrator by caseworker Amber Wadell.

Between 1936 and 1940 Abilene sought and received funding from the WPA for a series of projects. In addition to the multiple projects at the park, the WPA funded construction of a new athletic stadium for the high school and a new elementary school. WPA funds also hired three recreation leaders and two individuals to repair books at the Abilene library.

However, the work completed at the city park was the most extensive, planned use of new deal funding accomplished in the county. As described by Dr. Bruce V. Thayer, a member of the city park board, the plan to improve the park was developed not only to reduce unemployment in Abilene, but also to "meet the unemployment load of the community."²⁶

The New Deal and Abilene City Park

The City of Abilene did not make many improvements to the Fair Grounds after purchasing the property in 1916. Some new roads, described above, were added between 1912 and 1921, and the caretaker's house and park shop on 4th Street between Poplar and Pine may have been built during this period as well. However, during the Depression, when funding became available for public improvement projects and a national emphasis was placed on outdoor recreation, the City began contemplating improvements to the city park.

Recreation and access to unspoiled natural environments had long been associated with enhancing personal character.²⁷ Prior to the 1930s, the national trend in recreational development focused on providing city dwellers with access to bucolic country settings replete with carriage trails and wooded paths, such as Brown Park. However, by the Depression Americans had more leisure time. Jobs were becoming increasingly mechanized and less physical, creating a need for more active recreational resources.²⁸ The New Deal funded a plethora of recreational venues in large and small communities nationwide. By 1939, when improvements were complete, the Abilene City Park represented the ideals of park planning and design during this period, offering both active and passive recreation opportunities.²⁹ There was a new modern swimming pool and bathhouse, tennis courts and playgrounds.

²⁵ "Will Cut Relief Force here 50% on September 5," *Abilene Daily Chronicle*, 24 August 1935.

²⁶ "Park a Bargain," *Abilene Daily Chronicle*, 4 June 1938. Emphasis added.

²⁷ Phoebe Cutler, 19

²⁸ Phoebe Cutler, 9.

²⁹ Phoebe Cutler, 46

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It also featured picnic facilities, a formal garden, and a bandshell, in addition to the improved fair ground stadium facilities.³⁰

On May 20, 1934 the debut concert was played at the new CWA-funded bandshell on the western edge of the park. Designed by local architects Murray and Cayton, the bandshell was touted as "one of the newest types." The concentric semi-circles sheltering the stage were patterned after a bandshell from the 1933 Chicago World's Fair. Members of the city band expected the new structure to "carry the sound clearly and well" at the all music debut event, which featured the Abilene and Salina bands playing a combined concert.³¹

In December of that year, the City Commission hired the Paulette and Wilson Engineering Company of Salina to survey the park property. The *Abilene Daily Reflector* commented that this was "the first official step toward turning Abilene's city park into a real beauty spot...."³² Paulette and Wilson provided the City with the engineering plans necessary to complete an application for federal funds to make the desired park improvements. The survey identified the locations and elevations of "all buildings, trees, shrubbery, fences, roads, and other features" existing on the site, including underground water and sewer pipes. Their \$400 contract also included stormwater runoff plans, a new road alignment that would enter the park from West Seventh Street on the north, as well as any other new roads, drives, walks, curbs and gutters, and extensions of water, sewer, and lighting systems.³³ The City hoped that in the coming year the park improvements designed by Paulette and Wilson would employ many men currently on relief.

Early in February 1935, the City submitted a \$282,000 request to the Public Works Administration (PWA) to fund a variety of projects. Among the projects were the park improvements based on Paulette and Wilson's plans, including sewer and water extensions, drainage improvements, and grading (\$4,000); a new north park entrance (\$16,000); landscaping (\$5,000); sidewalks, curbs, gutters, and road paving (\$24,000); new buildings (\$77,000); and a swimming pool (\$40,000).³⁴ The improvements were scheduled to occur over a ten-year period, although Mayor B.L. Callahan expressed hope that "a vast amount of the work [would] be done during the coming spring and summer."³⁵ Interestingly, the request also included an amount for improvements to the existing natatorium.³⁶

The guidelines of the Federal Emergency Relief Administration (FERA), which administered PWA funding, encouraged projects "of a public character and of economic and social benefit to the general

³⁰ The bandshell burned in 1992 as was replaced in the late 1990s.

³¹ "Play Opening Concert Here Next Sunday," *Abilene Daily Chronicle*, 15 May 1934.

³² "Survey Park," *Abilene Daily Reflector*, 26 December 1934.

³³ "Survey Park," *Abilene Daily Reflector*, 26 December 1934.

³⁴ "City Has a Huge Program," *Abilene Daily Reflector*, 6 February 1935.

³⁵ Ibid.

³⁶ "Abilene City Submits Ten Year Program," *Abilene Daily Chronicle*, 9 February 1935.

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public....," and the Abilene proposal fit the bill. At the end of March 1935, the Kansas Emergency Relief Committee (KERC) engineering department approved Abilene's park improvements and awarded the City \$15,784 to begin work. Project funds included a \$1,200 cash match provided by the city. The bulk of the funding paid for labor; only \$2,047 was allocated for the purchase of materials. While this amount did not approach the original PWA request, it employed 100 men from April through the summer.³⁷ Supplementing this amount, the City floated \$4,000 in one-year bonds to cover the cost of supervising the work at the park.³⁸

The construction supervisor was Abilene contractor Ed Reddy. Under his direction, the work crew completed an extensive series of tasks. They graded the entire park "to provide for proper surface drainage;" and laid out and built new park drives, 918 feet of water main, and 2,645 lineal feet of curbs and gutters along the drives, and 655 lineal feet of valley gutter at intersections to enhance drainage. Concurrent with the relief work was some reconfiguration of the fairgrounds. The existing livestock buildings were moved to their current location at the northwest corner of the property. Likewise, a portion of the new water line provided fire protection for the fairgrounds livestock buildings.³⁹

The City anticipated submitting an additional monetary request for the remaining work outlined in the original application. As reported by *the Abilene Daily Reflector*, this work might include moving existing or constructing new buildings, constructing a swimming pool, improving picnic facilities, constructing parking lots, building sidewalks, and "general beautification." The paper editorialized, "The park work is well designed and planned and if the work is completed as planned, it should be a park of [sic] which the citizens of Abilene may look with pride."⁴⁰

In August 1935, the Chamber of Commerce and City commissioners met with WPA officials to discuss submitting a request to the WPA for funds to complete additional park improvements. The primary items discussed were purchasing 22 acres east of the existing park for a new "sanitary" swimming pool, constructing a bridge over Mud Creek at 8th Street to provide a second park entrance, and general "beautification" of the park. Architect Frank Cayton presented a sketch of the proposed pool at the meeting, and Dr. Bruce Thayer, president of the Chamber of Commerce noted that if nothing else, the park needed additional land for parking. "Other cities are taking advantage of the federal offers," he continued, "and I believe that now is the time to act. Abilene can get permanent benefits now much cheaper than it will ever be able to again." He also noted that the new pool would pay for itself within a few years. The local WPA representative urged the city to submit a proposal while the WPA program was gearing up, so that funding could be issued as soon as the program was up and running.⁴¹

³⁷ "\$15,748 For City Park," *Abilene Daily Reflector*, 28 March 1935.

³⁸ "City Issues Bonds," *Abilene Daily Reflector*, 3 April 1935.

³⁹ "\$15,748 For City Park," *Abilene Daily Reflector*, 28 March 1935.

⁴⁰ Ibid.

⁴¹ "Plan New Work," *Abilene Daily Reflector*, 17 August 1935.

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A bond issue was necessary to raise the required \$30,000 – \$35,000 local match. The Chamber of Commerce was put in charge of circulating petitions requesting the bond issue, and obtained 200 signatures in less than a week.⁴² In an extensive statement published in the *Abilene Daily Reflector* less than a week before the election, the Chamber urged,

It is necessary for the local community to approve either WPA...or PWA... projects immediately in order to continue receiving Federal funds for the relief of local unemployment. If we fail to do this, Federal assistance will be withdrawn and our local relief problems will be left to us to handle as best we can.

The park project, the Chamber continued,

...is a well-balanced project that fits the government program giving maximum of labor and providing Abilene with something of permanent business and social value. It will bring us a greater proportionate gift from the government in comparison to the amount we put up than most other projects.

Arguing that the money was “practically an outright gift from the government,” the Chamber explained that the cost of the project to the City was roughly equivalent to the cost of building the pool alone. Since the pool would be income generating, it would pay for itself within a few years and provide additional revenue for other city services. The statement concluded, “in view of the fact that we can provide regular employment for our unemployed and receive a \$75,000 or \$80,000 development for our city, Abilene’s share of the cost seems slight considering the benefits to be gained.”⁴³

In contrast, the reports about the project in the *Abilene Daily Chronicle* were less optimistic. While the *Reflector* emphasized that the project would fund “great quantities of labor over quite a period of time,” the *Chronicle* reported, “The commissioners, although they do not like to go into debt, feel that Abilene must sponsor a project to furnish employment under the WPA, and that as long as the federal money will be spent anyway, that the city might as well get some permanent benefits from it.”⁴⁴ The day before the election, the *Chronicle* doubly reiterated, “If Abilene does not vote in favor of this project, the entire burden of supporting the unemployed of the community will fall back on the city and county unless other projects are provided. Federal taxes will be levied but Abilene will receive no federal funds....”⁴⁵

⁴² “Sign Petition,” *Abilene Daily Reflector*, 20 August 1935.

⁴³ “\$35,000 Bond Election Monday,” *Abilene Daily Reflector*, 11 September 1935.

⁴⁴ “Sign Petition,” *Abilene Daily Reflector*, 20 August 1935; “May Ask Voters to Vote \$35,000 Bonds For Park,” *Abilene Daily Chronicle*, 17 August 1935.

⁴⁵ “To Vote Bonds at City Election Here Tomorrow,” *Abilene Daily Chronicle*, 15 September 1935.

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Despite the Chamber's efforts to rally support, the measure was defeated by 13 votes. Of 899 votes cast, 442 supported the proposal and 457 opposed it. This surprised to city officials who anticipated victory.⁴⁶

That November, Abilene received WPA funding for a variety of relief efforts. Among these projects were construction of a new water tower, a variety of road projects, and sidewalk improvements. The park also received funding to install curbs and gutters in several locations, to gravel the drives, and to install some landscaping. Among the streets improved were Pine Street from Third Street to the park entrance; 4th Street from the park entrance to Rogers; and around the circle at the Agricultural Hall. This round of park improvements cost \$8,728, of which \$7,016 was provided by the WPA.⁴⁷

The following year, the City again approached the public to approve park improvement bonds to match federal appropriations. The *Chronicle* presented a more positive spin this time writing, "On [August 25] one of the most important city measures of the city's history will be put before the voting public to get their opinion of the project." It continued,

Last summer and this summer Abilene has seen small and large picnic parties and swimming parties packing up their baggage and driving to a neighboring city for their recreation period. ... People know that upon their arrival [in Salina, Clay Center or Manhattan] an inviting green park with tiny streams and bright flowers will greet them.⁴⁸

The proposal included a new pool, a new stadium, three new tennis courts, and new roads around the pool. The city had by this time acquired an option to purchase the 22 acres east of the park for the swimming pool. Speaking in favor of the bond issue, the Mayor and the Chairman of the Chamber of Commerce emphasized the positive impact the project would have on the community. One notable difference from the prior year was the retirement of several of the city's large bonds. Approval of the new bonds would not appreciably raise taxes for Abilene's financially struggling population. After the difficulties faced by the relief programs in 1935, the officials also pointed out that the project would employ 180 men for six months and that similar opportunities to capitalize on federal matching funds may not be available in the future.⁴⁹

Finally, on August 25, 1936, city voters overwhelmingly approved \$40,000 in bonds for park improvements to match \$60,000 in WPA funds. The project included the pool and stadium, four clay tennis courts surrounded by netting, nine picnic ovens, a "comfort station," one mile of new gravel

⁴⁶ "City Votes No," *Abilene Daily Reflector*, 17 September 1935.

⁴⁷ "Work Provided Many in Local WPA Activities," *Abilene Daily Chronicle*, 22 November 1935; "Get Two Jobs," *Abilene Daily Reflector*, 14 November 1935.

⁴⁸ "Date of Special Park Bond Vote Two Weeks Off," *Abilene Daily Chronicle*, 9 August 1936.

⁴⁹ Ibid.

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drives, and formal gardens.⁵⁰ Whereas the 1935 measure had lost by 13 votes, the results in 1936 favored the bond issue by a 653-vote majority.

In early October, the WPA office in Washington approved the park improvement project supported by Abilene voters, validating the contracts for the sale of city bonds. Pending the completion of plans by architects Murray and Cayton, work was to begin immediately on the pool and stadium. City officials estimated that construction would be underway by the end of the month.⁵¹

In November 1936, the City completed its purchase of the 22 acres immediately east of the original park/fairgrounds property from William Klamm. The ownership of this property can be traced to 1893 when M. Nicolay purchased it from John Johntz (assignee). The designation "assignee" is interpreted to imply that Johntz, an early Abilene settler and prominent businessman, represented the Abilene Town Site Company in this transaction. No previous deed record was located that shows the transfer of this parcel from the Town Site Company to any other party. In 1904, Nicolay sold the property to Edward Rose. Rose's estate sold the property to Edward Haney in 1912, and in 1932 Haney sold the property to William Klamm.

As work on the park began in October, the *Abilene Daily Chronicle* reported, "Included in the park will be a modern new swimming pool, nearly twice the size of the old pool in Abilene, a new stadium with a seating capacity of 2,028. Both will be built of native stone and will be made on simple attractive lines."⁵² The contractors in charge were architects Murray and Cayton. Materials for the pool were provided by the Topeka Foundry and Iron Works Company, Jno. W. Asling Lumber Company, the Kansas Lumber Company, the Badger Lumber Company, and the Central Lumber Company.⁵³ The cornerstone for the pool was laid on July 23, 1937. The WPA made two allocations of funds for this project. The first payment of \$56,475 was paid on September 15, 1936, at the start of construction. The second payment of \$35,378 came on February 1, 1938, shortly before the pool opened.

The City originally hoped to open the pool on Memorial Day, but inclement weather delayed the completion of final painting and plumbing, and the opening was postponed until June 5. However, on May 28, the public was invited to tour the facility. The pool equipment included three chlorine tanks that would treat water run through on a continuous circulation system. Three hundred clothes baskets (painted green to contrast with the silver walls) were housed in the "office." White lights illuminated the pool deck and underwater. A highly touted feature of the pool was the rooftop observation platform

⁵⁰ "Big Majority is Given for Bond Issue of \$40,000," *Abilene Daily Chronicle*, 26 August 1936.

⁵¹ "Local Park Project Meets Approval At Washington," *Abilene Daily Chronicle*, 9 October 1936.

⁵² "Local Park Project Meets Approval At Washington," *Abilene Daily Chronicle*, 9 October 1936.

⁵³ "It's Easy to Keep Cool This Summer!" *Abilene Daily Reflector*, 4 June 1938.

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from which "visitors may ... watch the swimmers." Pool manager, Floyd Currier, also held a contest for local children to come up with a four-word slogan for the pool.⁵⁴

The formal opening of the pool on June 22, 1938 was a grand event. A temporary 35-foot diving tower was installed for a performance by a professional diving team from Salina. At 7 p.m., a parade left city hall. Following the Abilene Band were members of the American Legion, Boy Scouts from Brown's Camp, the high school band, and members of the VFW. The dedication ceremony, chaired by Park Board member Dr. Bruce Thayer, was broadcast over radio station KFBI. The program included music by the City Band, reports on the park WPA project, presentation of the pool and American Legion fountain to the city, a diving exhibition, and a bathing beauty contest. In addition to Mr. Thayer, Mayor B.L. Callahan, WPA field supervisor Alton Register, and WPA state director Clarence Nevins participated in the ceremony.⁵⁵

While construction of the pool was wrapping up, work was getting underway on the new formal garden at the southwest corner of the park, immediately south of the bandshell. Inspired by the Italian Renaissance and Beaux-Arts landscapes popular in the 1930s, the garden features a highly formal geometric plan, with a circular fountain anchoring the south end and a rustic pergola anchoring the north end.⁵⁶ Rose bushes, shrubs and perennial flowers flank the grassy area between these two elements. Other plantings included rice grass and lilies. The latter were placed in the lily pond at the center of the garden.⁵⁷ The members of the James R. Cutler Post of the American Legion, Abilene, donated an illuminated fountain. "Lighted by a battery of colored searchlights placed at the base of the flow," the fountain was similar to those shown at an international exposition in Paris in 1937. As planned, the fountain could project light in seven different color combinations.⁵⁸ The American Legion post also donated the flagpole subsequently installed south of the swimming pool near the Poplar Street entrance to the park.

Construction of the new fairground stadium, also designed and supervised by Murray and Cayton, began concurrently with construction of the swimming pool. The stadium was dedicated on September 26, 1939, in conjunction with Old Pioneer Days and the 70th anniversary of the incorporation of Abilene. At the ceremony, Clarence Nevis, state WPA director presented the stadium to the city and the six-year-old fair queen, assisted by her ten princesses, christened the new facility "Tom Smith Stadium," in honor of Abilene's first Sheriff, whom Mayor L.C. Long described as "willful, courageous and a clean living gentleman." The program also featured a concert by the town band, jugglers, and an elaborate fireworks

⁵⁴ "Weather Causes Setback in New Swimming Pool," *Abilene Daily Chronicle*, 25 May 1938.

⁵⁵ "Plans Complete for Ceremonies at Pool Tonight," *Abilene Daily Chronicle*, 22 June 1938.

⁵⁶ Phoebe Cutler, 34.

⁵⁷ "Weather Causes Setback in New Swimming Pool," *Abilene Daily Chronicle*, 25 May 1938.

⁵⁸ "Legionnaires to Install Colored Water Fountain," *Abilene Daily Chronicle*, 6 May 1938.

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display. For the program, 500 seats in the grandstand were outfitted with cushioned seats and backrests for the comfort of patrons who paid 25 cents for the reserved seats.⁵⁹

In 1944, the City Park was named Eisenhower Park in honor of native son, then General Dwight D. Eisenhower. In 1952, Eisenhower announced his run for the presidency from the stadium.⁶⁰

Changes to the park since the completion of the WPA work have been relatively minor. The rooftop deck was removed from the bathhouse and the mechanical systems were updated. The stadium facilities were improved with the addition of bleachers, rodeo chutes, and judging boxes to the south and west of the historic building. A new restroom building replaced the New Deal-era facility, which now stands vacant. The WPA clay tennis courts were removed, and new tennis courts were constructed at the far southeast corner of the park. Basketball courts occupy the site of the old tennis courts. Some new playground equipment and picnic facilities have been added as well. Although the segment between Poplar and Pine streets north of and parallel to 4th Street was vacated, the park circulation system, the curbs and gutters and the use of spaces within the park remain essentially unchanged.

Park Designers

The names of one engineering firm and three local architects were associated with the improvements to Abilene's city park. Paulette and Wilson Engineering Company, Salina, surveyed and designed the layout of the park. Joe Murray and Frank Cayton designed and supervised construction of the band shell, bathhouse and stadium, while C.L. Brainard prepared the plan for the formal garden.⁶¹

Paulette and Wilson

Partners Murray Wilson and Robert J. Paulette established their practice in 1932. Unemployed at the time, they sought to take advantage of the many government contracts then available.⁶² The firm designed many dams and lakes for the Kansas Fish and Game Commission as well as public improvements for Kansas municipalities. Among their other New Deal projects was the design for the dam at Crawford County Park near Farlington. In 1940 the firm was hired to identify the geographical center of the United States, which it identified near Lebanon, Kansas.

Bob Paulette died in 1941, and the firm changed its name to Wilson and Company, Engineers and Architects. By the start of World War II, the firm held contracts for the design of military air bases and

⁵⁹ "Stadium Opens Free Fair," *Abilene Daily Chronicle*, 26 September 1939. Smith brought order to the wild west town by enforcing an ordinance that prohibited carrying weapons in town. He met an untimely death just five months after arriving in Abilene when ambushed during an effort to arrest two wanted murderers.

⁶⁰ Cecilia Harris, "Abilene Stadium Has a Wealth of History," *Abilene Reflector-Chronicle*, 22 August 1983.

⁶¹ "Park a Bargain," *Abilene Daily Chronicle*, 4 June 1938.

⁶² Grove, Jack, Jr., "Tribute to an Outstanding Graduate," *Kansas State Engineer* vol. 43, no. 2 (November 1961): 8-9.

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for projects with the U.S. Army Corps of Engineers. Wilson and Company remains a leading national engineering firm, with 400 employees in 14 offices nationwide and an affiliate office in Mexico.⁶³

Murray and Cayton

The partnership of Murray and Cayton was established between 1928 and 1934. In 1934 and for many years thereafter, Murray and Cayton were the only architectural practice advertised in the Abilene city directory. The firm completed many New Deal-funded design projects in Dickinson County, and is the only named architect associated with the county's public building construction during this period. Their public projects began with the expansion of the Abilene Library and bandshell funded by the CWA in 1934 and included new schools in Chapman, park improvements (including a swimming pool and bathhouse) in Herington, and Garfield School in Abilene, in addition to the Abilene City Park. At Garfield School, Murray and Cayton assisted former state architect Joseph Radotinsky on the Frank Lloyd Wright-inspired design.

William Joseph (Joe) Murray was probably born in Abilene to a family that emigrated from Iowa shortly before the turn of the century. It appears that he was the youngest child in this large Catholic family, which included four sisters and four brothers.⁶⁴ After serving in World War I, Murray returned to Abilene and found employment at the United Telephone Company. His occupation is first listed as "engineer" and subsequently as "architect."⁶⁵ On Sept. 20, 1921, Joe Murray married Estella Vansickel, with whom he raised three children.⁶⁶

Frank Cayton was born in 1906 in Gower, Missouri. He was educated in St. Louis and at Kansas State University before moving to Abilene in 1927, probably upon completion of his schooling. Unfortunately, Cayton is not listed in the 1928 Abilene city directory, so it is not known with whom he worked when he first arrived in town. According to his obituary, he served in the Navy during World War II. Cayton married twice and had two daughters. His first wife, LaVivian Peterson, died on January 1, 1960. Cayton was survived by his second wife, Rema Rasher.⁶⁷

⁶³ *Wilson & Company, Engineers & Architects*, [corporate home page on-line]; available from: <http://www.wilsonco.com/history.asp>; Internet; accessed 10 September 2001.

⁶⁴ Obituary for Charles Francis Murray, *Chapman Adv.*, 23 July 1942, and Obituary for Julia Murray, *Abilene Reflector-Chronicle*, 2 May 1970. Both on file at the Dickinson County Historical Society, Abilene, Kansas.

⁶⁵ Prewitt Directory Company, *Prewitt's Abilene, Kansas City Directory* (Springfield, Missouri: Prewitt Directory Company, 1920-21 and 1923).

⁶⁶ Obituary for Estella Murray, *Abilene Reflector-Chronicle*, 9 January 1973, Dickinson County Historical Society, Abilene, Kansas.

⁶⁷ Obituary for Francis H. Cayton, 9 March 1978, Dickinson County Historical Society, Abilene, Kansas.

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In 1948, the office of architects Murray and Cayton was housed in the Abilene National Bank Building.⁶⁸ By 1964, as the partners were approaching retirement, Wayne Englehardt became a partner and the firm was renamed Murray, Cayton and Englehardt.⁶⁹ It is possible that Englehardt had been an employee in the Murray and Cayton firm for some time.

It appears that Joe Murray died between 1965 and 1967. Only his widow's name is listed in the city directory for 1967-68 and the architectural firm had been renamed Cayton, Jones, Englehardt & Gillman.⁷⁰ Frank Cayton retired in 1976, two years prior to his death, at which time the firm moved to Salina.⁷¹

Charles Brainard

Born in 1903 in Greeley, Colorado, Charles Brainard came to Kansas in 1926 to study architecture at Kansas State University. In 1930 he received his bachelor's degree and married Donna Duckwall. Following graduation, the Brainards moved to Minnesota where Charles taught technical drawing at the University of Minnesota, and worked as a draftsman and designer for the Pine Beach Development Company in Gull Lake, Minnesota. He returned to Manhattan a few years later, earning his Master's degree in Architecture in 1937. The next year, Brainard became architect for his wife's family's business, the Duckwall chain of dime stores, and was named a trustee in the A.L. Duckwall Trust Estate. In 1942, he became director of the Duckwall firm, as well as director and vice president of the Western Merchandise Company and the United Trust Company, all in Abilene. In addition to his formal duties, Brainard continued to teach engineering, drafting, science, management, and war training. He was also active in civic affairs, serving on the school board and City Planning Commission during the 1940s. An interesting sidenote, Brainard, who designed the formal gardens at the park, was the next door neighbor of architect Frank Cayton. A 1948 profile of Brainard describes "rose gardens" as one of his hobbies.⁷²

⁶⁸ Mullin-Kille Co., *The Mullin-Kille Abilene, Kansas ConSurvey City Directory* (Columbus, Ohio: Mullin-Kille Company, 1948).

⁶⁹ Rocky Mountain Directory Company, *Abilene, Kansas City Directory* (Loveland, Colorado: Rocky Mountain Directory Company, 1964). No city directories are available for Abilene between 1948 and 1964.

⁷⁰ Rocky Mountain Directory Company, *Abilene, Kansas City Directory* (Loveland, Colorado: Rocky Mountain Directory Company, 1967-68).

⁷¹ Obituary for Frank Cayton.

⁷² "Know Your Kansans... Architect... Brainard," *Kansas Construction Magazine* vol. 1, no. 7 (October 1948): 16.

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United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 10 Page 40

Abilene City Park Historic District
Dickinson County, Kansas

UTM REFERENCES (continued)

- 5. 14/653525/4308995
- 6. 14/653522/4309220

VERBAL BOUNDARY DESCRIPTION

The boundaries for the Abilene City Park Historic District are 4th Street on the south, Eisenhower Park Road and Pine Street on the West, and Poplar Street on the east. The north boundary begins at Pine Street just north of the stadium. It follows the dirt drive to the first light pole at approximately the midpoint of the old racetrack oval, and then follows the light poles south curving back slightly to the west to the corner of the paddock fencing. The north boundary then runs due east to Poplar Street passing immediately north of the tree line that marks the developed limits of the New Deal-era park. These boundaries are shown in detail on the accompanying sketch map.

BOUNDARY JUSTIFICATION

The boundary of the Abilene City Park Historic District has been drawn to include the contiguous, contributing resources associated with the park improvements made during the mid- to late-1930s using federal and state public relief funds. Excluded from the district are portions of the park north, south, west and east of these resources that pre or post-date the Depression-era improvements, that have no association with state or federal Depression-era relief programs, and/or that have lost their historic significance. The south and west boundaries along 4th Street and Eisenhower Park Road roughly correspond to the south and west edges of the park property. On the west side of the park, immediately north of the bandshell, are administrative and husbandry buildings for the fair that postdate the period of significance and the context for this district. To the north of the stadium are a series of baseball diamonds and associated amenities constructed within the past decade. The northeast boundary was drawn to include the extant light poles visible on the c. 1946 aerial of the park but to exclude additional portions of the racetrack oval that pre-date the district's period of significance. From the corner of the paddock, the boundary extends due east to Poplar Street at a point immediately north of the tree line, visible on the c. 1946 photograph. The boundary is then follows the far eastern barrel of Poplar street. The tennis courts at the southeastern corner of the park are excluded because this parcel was not part of the park when the improvements were made in the late 1930s. In addition to the residential lots that border the district's southern boundary is the old Park shop building. While this building continues to provide support facilities for the Park it is excluded from the historic district because it pre-dates the period of significance.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number Photographs Page 41

Abilene City Park Historic District
Dickinson County, Kansas

PHOTO LOG

Name of Resource: Abilene City Park Historic District
County and State: Dickinson County, Kansas
Photographer: Elizabeth Rosin, Historic Preservation Services
Date of Photographs: March and July, 2001
Location of Negatives: Cultural Resources Division, Kansas State Historical Society

Photo # & View

1. Fountain lobe. View looking NW.
2. Bathhouse, south elevation. Non-contributing flag pole in foreground. View looking N.
3. Bathhouse, south and east elevations. View looking NW.
4. Bathhouse, south elevation and entry. View looking NE.
5. Bathhouse, south elevation and entry, showing ghost of stairs to rooftop deck. View looking NW.
6. Bathhouse, north elevation. View looking SW.
7. Bathhouse checkroom. View looking SE.
8. Ladies dressing room, bathhouse. View looking W.
9. Men's dressing room, bathhouse. View looking E.
10. Bathhouse pump room. View looking E.
11. Pool deck. View looking NW.
12. Wading pool. View looking NE.
13. North elevation of bathhouse and pool deck. View looking S.
14. Poplar Street traffic island. View looking SE.
15. Picnic/play area along Poplar looking at the north tree line. View looking SW.
16. East side of picnic/play area. Poplar is on right; racetrack is on left. View looking NE.
17. East side of picnic/play area. View looking NE.
18. Picnic/play area with old and new restroom buildings. View looking W.
19. Basketball courts in picnic/play area. View looking SW.
20. Picnic/play area. View looking NE from corner of 4th and Pine streets.
21. Picnic/play area. View looking E.
22. Vacated road on the west side of the picnic/play area. View looking E.
23. Racetrack oval and picnic/play area. View looking E.
24. Typical curb and gutter.
25. Historic restroom building, north and east elevations. View looking SW.
26. Historic restroom building, south and west elevations. View looking NE.
27. Typical picnic table/benches. View looking NE.
28. Typical picnic oven. View looking NE.
29. New restroom building. View looking NW.
30. Pine Street north of picnic/play area. View looking N.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number Photographs Page 42

Abilene City Park Historic District
Dickinson County, Kansas

31. Pine Street looking S from Stadium.
32. Stadium, west and south elevations. View looking NE
33. Stadium, west and north elevations. View looking SE.
34. Stadium, main entrance, west elevation. View looking E.
35. Stadium, typical bay, west elevation. View looking E.
36. Stadium bleachers (east elevation) and south elevation. View looking N.
37. Stadium bleachers (east elevation) and north elevation. View looking S.
38. Stadium, interior corridor. View looking N.
39. Stadium, interior corridor. View looking NW.
40. Gravel drive north of stadium. View looking E.
41. Entrance to stadium rodeo field. View looking SW.
42. Stadium bleachers (east elevation), north rodeo chutes, north bleachers and crow's nest. View looking W.
43. Rodeo field. View looking SE.
44. East and south sides of rodeo field with west bleachers and judging/announcing booth. Stadium bleachers on right. View looking S.
45. Judging/announcing booth and south rodeo chutes. View looking NE.
46. Entrance to paddock. View looking S.
47. Outside of east rodeo stands with view of restrooms/concession building and paddock. View looking S.
48. Restroom/concession building and paddock. View looking SW.
49. Pine Street traffic island with band shell in background. View looking NW.
50. Bandshell landscaping and Pine Street traffic island. View looking S.
51. Pine Street traffic island. View looking SW.
52. Eisenhower Park Road, west edge of park. View looking S.
53. Formal garden. View looking SE from intersection of Pine Street and Eisenhower Park Road.
54. Formal garden. View looking SW toward pergola from NE entrance.
55. Pergola in formal garden. View looking W.
56. Formal garden. View looking SE.
57. Fountain and pergola in formal garden. View looking NW.
58. East sundial in formal garden. View looking E.
59. West sundial in formal garden. View looking NE.
60. Garden path and gazebo in formal garden. View looking SE.
61. Garden path, gazebo and clock in formal garden. View looking NW.

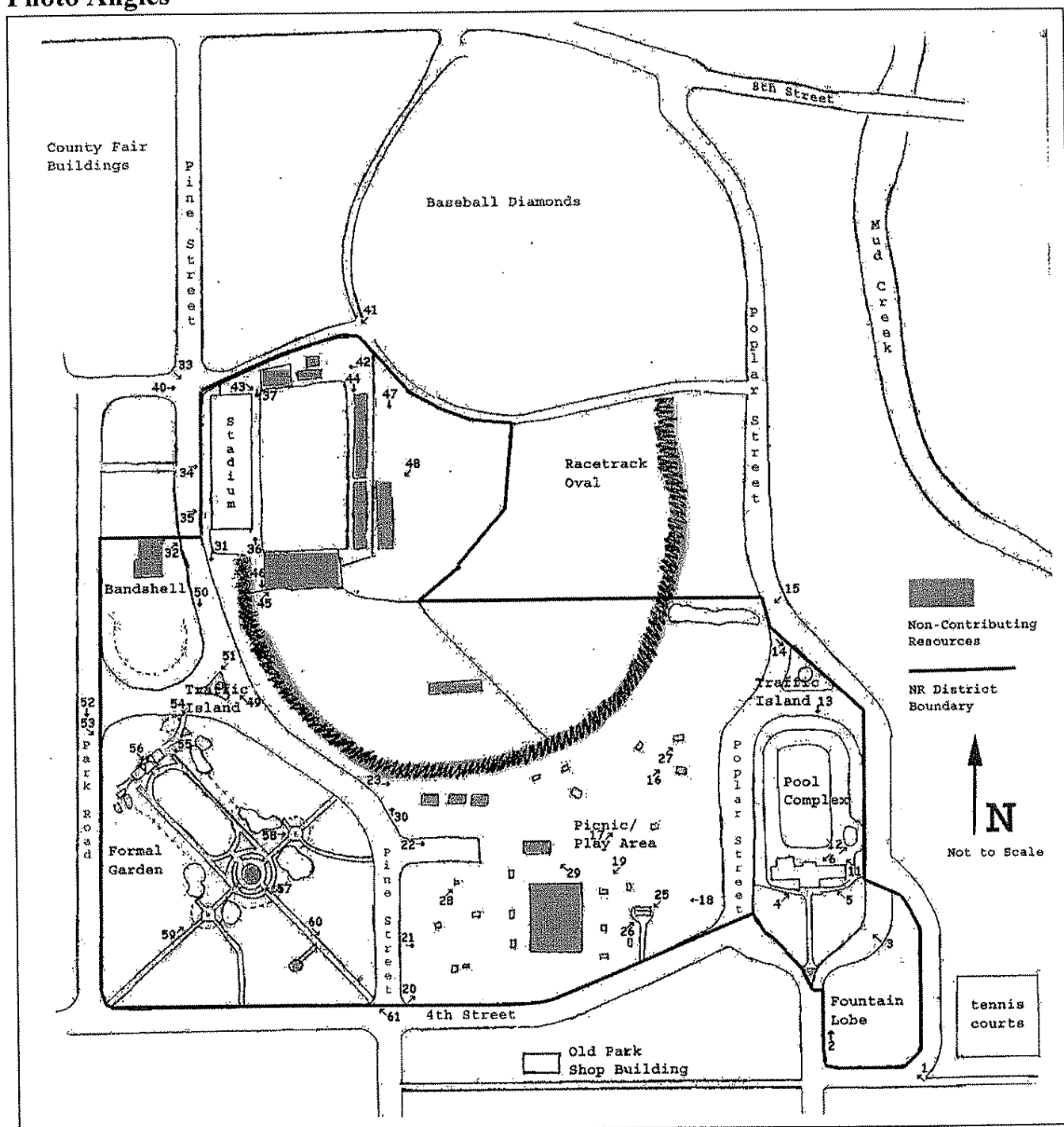
United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number Photographs Page 43

Abilene City Park Historic District
Dickinson County, Kansas

Photo Angles



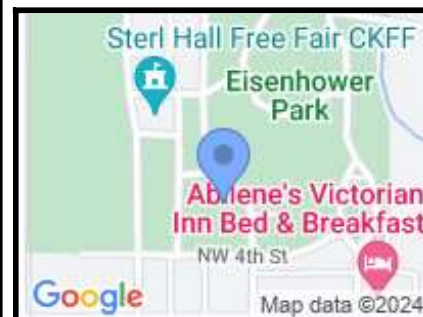
Kansas Historic Resources Inventory

Printed: 01/26/2024



041-0020-00228

Abilene City Park Historic
District
400 N PINE ST
Abilene



LOCATION:

County: Dickinson

Address: 400 N PINE ST

Address Remarks: Entrance from Pine. Parcel address is 400 N Poplar. Bounded on the south by 4TH ST, on the east by MUD CREEK, on the north by 7TH ST, and on the west by EISENHOWER PARK RD

City: Abilene

Zip: 67410

Parcel ID: 114-17-0-40-02-001.00-0

Legal Description:

Legal Description Remarks: 39 acres

Latitude, Longitude 1: 38.919173 -97.228464

Latitude, Longitude 2: 38.919160 -97.228060

Latitude, Longitude 3: 38.917855 -97.224748

Latitude, Longitude 4: 38.916322 -97.224671

Datum: WGS84

DESCRIPTION:

Historic Name: Abilene City Park Historic District

Alternate Name:

Historic Function: Recreation and Culture

Subcategory: Outdoor Recreation

Historic Function Remarks: Recreation & Culture: Sports Facility; Recreation & Culture: Fair; Landscape: Park; Landscape: Street furniture, object

Present Function: Recreation and Culture

Subcategory: Sports Facility

Present Function Remarks: Recreation & Culture: Sports Facility; Recreation & Culture: Fair; Landscape: Park; Landscape: Street furniture, object

Residential/Commercial/Religious Style: Streamlined/Art Moderne

Secondary Style: Craftsman/Bungalow

Barn Type: Not Applicable

Bridge Type: Not Applicable

Landscape Type: Public Park

Physical Description/Remarks: Style: Modern Movement: Streamlined Moderne; Late 19th and early 20th century movements: Bungalow/Craftsman
concrete foundation; stone:limestone; wood

Plan Form: Not Applicable

Commercial Building Type: Not Applicable

Roof Form: Not Applicable

Stories:

Condition: Good

Principal Material:

Condition Remarks:

Architect/Designer/Builder: Murray & Cayton Architects

Year of Construction: 1939

Certainty: Estimated

Date Notes: 1934-1939

General Remarks: Murray & Cayton Architects (Abilene); Paulette & Wilson Engineering (Salina).
35 contributing resources, 23 noncontributing. Six sites (Fairgrounds Stadium, Bandshell, Formal Garden, Picnic/Play Area, Swimming Complex, and Fountain Lobe); three buildings (Bathhouse, Fair Stadium, and Restroom Building); six structures (Park Roadway System, Bandshell Landscaping, Pergola, Formal Garden Paths, Pool Deck with Swimming Pools, and Swimming Complex Paths), and 20 objects (17 picnic table/benches and 3 picnic ovens). See National Register nomination for more information.

Ancillary Structures: Other

Ancillary Structure Remarks: See General Remarks

REGISTER STATUS:

Listed in State Register: Yes

Date of State Listing: 04/11/2002

Listed in National Register: Yes

Date of National Listing: 06/06/2002

Historic District: Abilene City Park Historic District

Demolished:

Date Demolished (if applicable):

Potentially Eligible for National Register:

Register Status Remarks:

Thematic Nomination (MPDF):

National Historic Landmark:

SURVEY INFORMATION:

There is no survey information for this record.

IMAGES & DOCUMENTS



Bathhouse south elevation. Photo by William E. Fischer, Jr., 5/1/2011



Bathhouse south elevation, main entrance detail. Photo by William E.

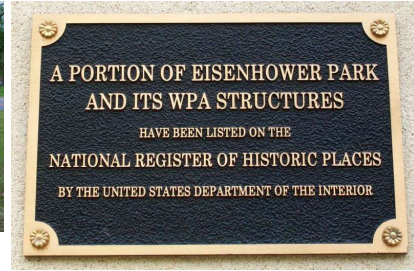


Entrance detail. Photo by William E. Fischer, Jr., 5/1/2011

Bathhouse date stone, at southeast corner of structure. Photo by William E. Fischer, Jr., 5/1/2011

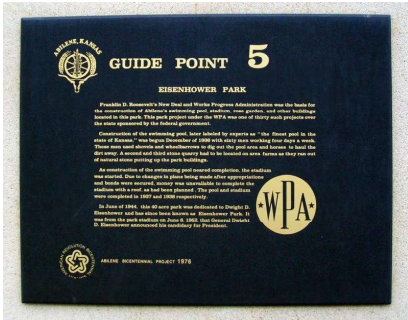


Picnic Area. Looking ENE from 38.918613 / -97.227351. Photo by William E. Fischer, Jr., 5/1/2011



Eisenhower Park National Register of Historic Places Marker. Photo by William E. Fischer, Jr., 5/1/2011

Picnic Table and Restrooms (shake roof replaced with metal since photo taken). Looking NNE from 38.918620 / -97.226594. Photo by William E. Fischer, Jr., 5/1/2011



Abilene City Park Historic District. National Register Nomination.

Eisenhower Park Marker, Abilene Driving Tour. Photo by William E. Fischer, Jr., 5/1/2011

Abilene City Park Historic District

Dickinson County

Stadium (C);
Rodeo Concessions/Restrooms (NC);
(2) Bleachers (NC);
(3) Rodeo Chutes (NC);
Crow's Nest (NC);
Racetrack Oval (NC);
Paddock Animal Shelter (NC);
Bandshell (NC);
New-Deal Era Landscaping (C);
Formal Garden Pergola (C);
Formal Garden Paths & Landscaping (C);
Formal Garden Gazebo (NC);
Formal Garden Street Clock (NC);
(2) Formal Garden Sundials (NC);
Formal Garden Fountain (NC);
Picnic/Play Area Restroom Building (C);
Picnic Amenities (C);
Picnic/Play Area Landscaping (C);
Picnic/Play Area Modern Restroom (NC);
New Picnic Shelters (NC);
Basketball Courts (NC);
Limestone Bathhouse (C);
Pool Deck with Swimming & Wading Pools (C);
Landscaping & Paths (S. of Bathhouse) (C);
Raised Planting Bed with Flagpole (NC);
Fountain Lobe (C);
Poplar St. Traffic Island (C);
Pine St. Traffic Island (C);



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, February 12, 2024

Session: Study Session

Topic: Downtown Lofts RHID – Rural Rental, LLC

Department: Community Development

Staff Contact: Kari Zook

Background:

Resolution 022624-1 calling for a public hearing to be held on April 8, 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 022624-1 calling for a public hearing on April 8, 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 26, 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. 022624-1 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. 022624-1

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 April 8, 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 26th day of February, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 022624-1 adopted by the Governing Body of the City on this 26th day of February, 2024 as the same appear of record in my office.

DATED: February 26, 2024

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**

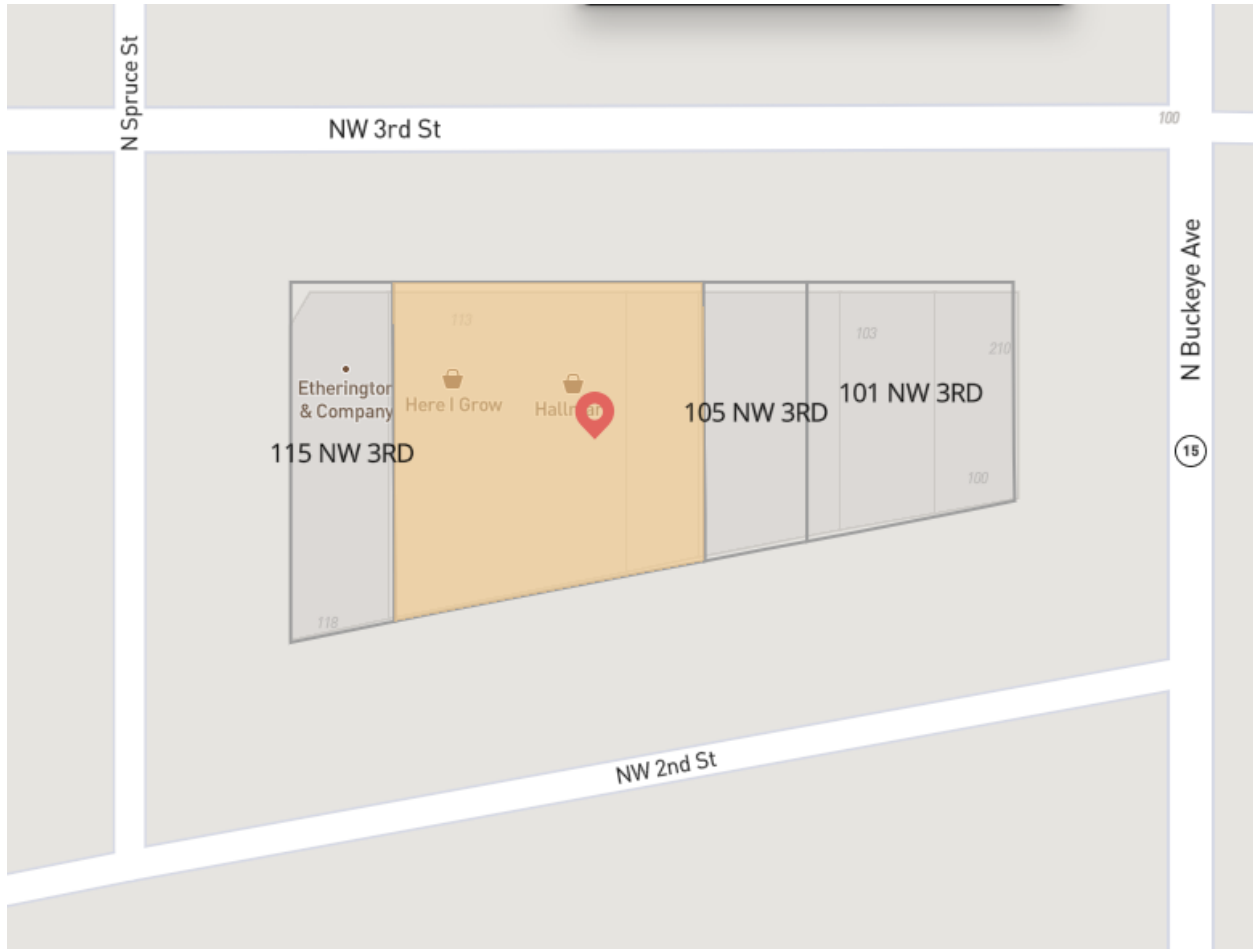


EXHIBIT C

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 - \$44,076

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.

[CITY LETTERHEAD]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

DATE: _____, 2024

TO: The Board of County Commissioners of Dickinson County, Kansas;
The Board of Education of Unified School District No. 435, Dickinson County, Kansas
(Abilene); and
The Planning Commission of the City of Abilene, Kansas.

FROM: City of Abilene, Kansas
Shayla L. Mohr, City Clerk

RE: April 8, 2024 Public Hearing on Establishment of the Downtown Lofts Reinvestment
Housing Incentive District and Adoption of a Development Plan

On April 8, 2024, the City of Abilene, Kansas (the “City”) will hold a public hearing on the establishment of the Downtown Lofts Reinvestment Housing Incentive District and adoption of a Development Plan. Enclosed please find a certified copy of the resolution of the governing body of the City providing notice of the public hearing.

Copies of the Development Plan are available for inspection during regular office hours in the office of the City Clerk, at 419 N. Broadway Ave. Abilene, Kansas 67410.

**CERTIFICATE OF
MAILING RESOLUTION CALLING HEARING
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

I, Shayla L Mohr, City Clerk for the City of Abilene, Kansas (the “City”), do hereby certify that on _____, 2024, the City Clerk’s office sent a certified copy of Resolution No. 022624-1 calling a public hearing on the establishment of the Downtown Lofts Reinvestment Housing Incentive District and the adoption of a Development Plan, via certified mail, return receipt requested to the following:

- (1) The Board of County Commissioners of Dickinson County, Kansas;
- (2) The Board of Education of Unified School District No. 435, Dickinson County, Kansas (Abilene); and
- (3) The Planning Commission of the City of Abilene, Kansas.

Copies of the certified mail receipts are attached hereto.

Dated: _____, 2024

City Clerk

**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: _____
Mayor

ATTEST:

By: _____
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**

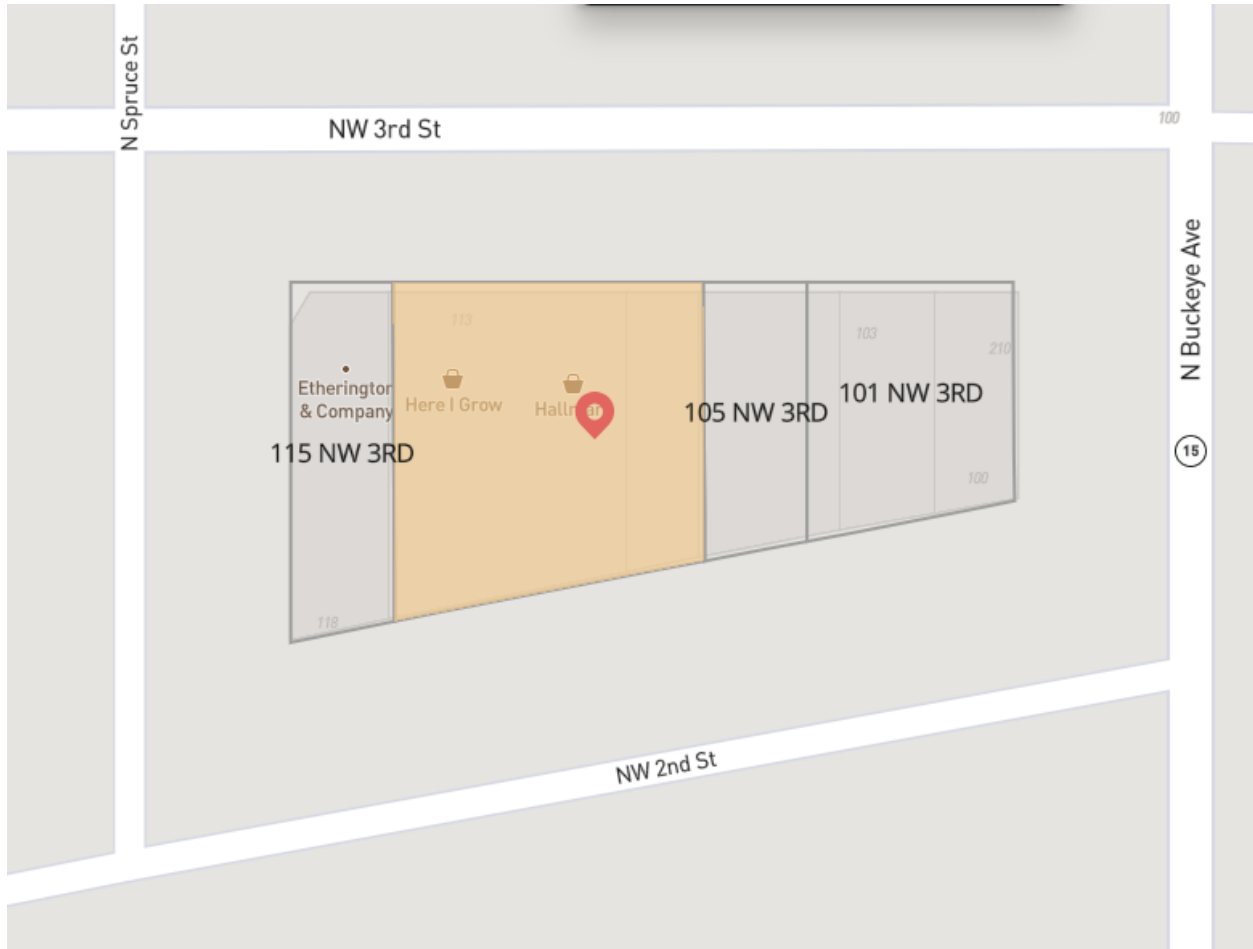


EXHIBIT C

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	\$1,071,989

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.

**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	<u>44,076</u>
<i>Total</i>	<i>\$46,484</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

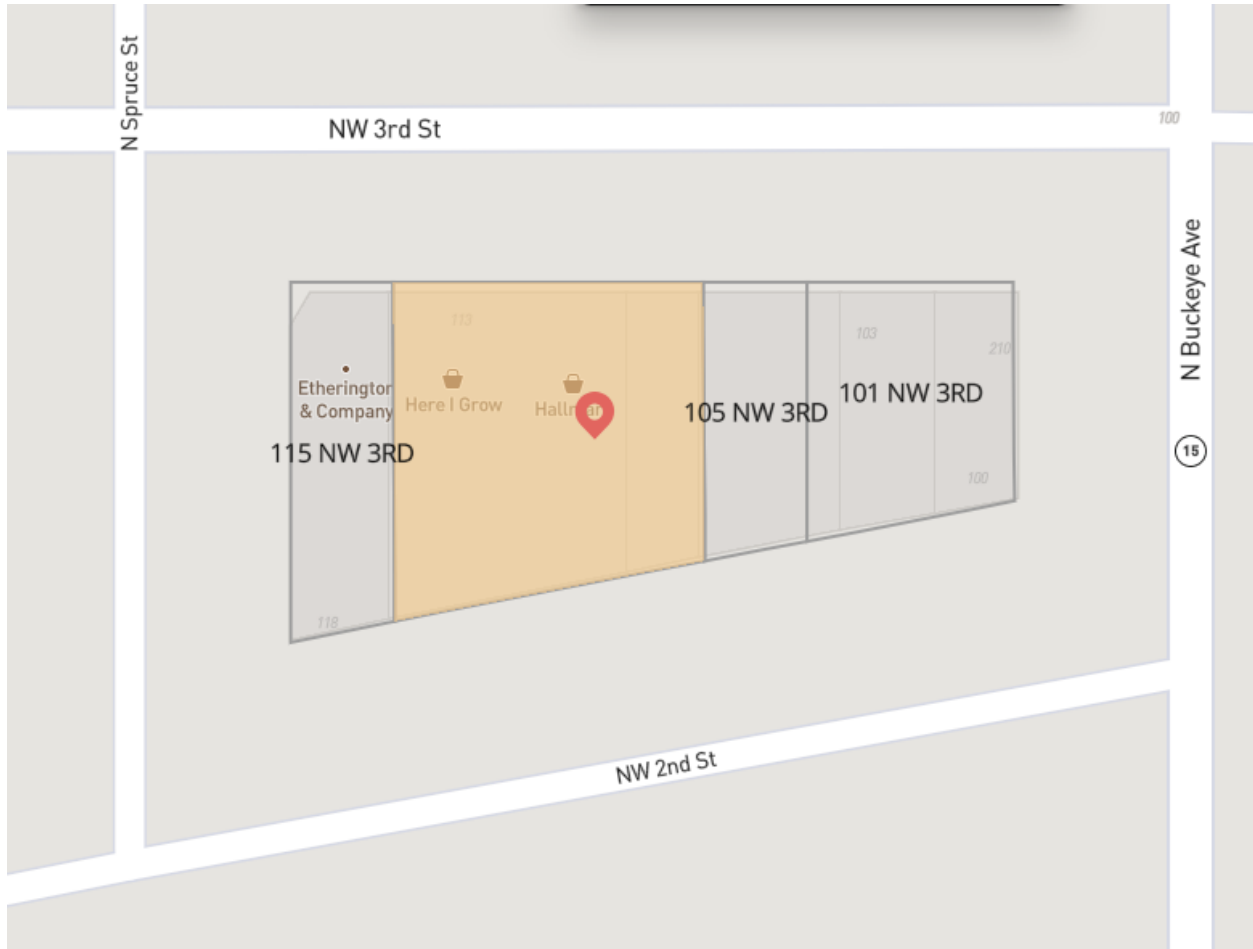


EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

EXHIBIT C
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE KANSAS
HELD ON FEBRUARY 26, 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. _____ 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

ADOPTED by the Governing Body of the City of Abilene, Kansas on this 26th day of February, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. _____ adopted by the Governing Body of the City on this 26th day of February, 2024 as the same appear of record in my office.

DATED: February 26, 2024

City Clerk

City of Abilene, Kansas
Downtown Lofts RHID

Estimated Eligible Expenses	\$1,071,989
Estimated RHID Increment	\$265,234
Estimated Unreimbursed Developer Funds	\$806,755

Taxing Units:	2023/2024	Aggregate Fiscal Impact	
	Mill Levy	25 years	
City	47.356	\$	88,191
USD 435	51.882		59,374
State	1.5		-
Cemetery #1	1.603		2,985
Chisholm Trail Ext Dist #2	1.658		3,088
Memorial Hospital #1	2.001		3,726
Rec Commission	3.352		6,242
County	54.571		101,627
Total	163.923	\$	265,234

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
\$46,484.00	163.923	\$7,619.80	\$1,139,973	11.50%	\$21,489.79	\$7,619.80	\$196.65	\$2,621.94	\$11,051.41

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 2Q2024

Year	Tax Collection Years	Estimated Annual Total Increment	Estimated Cumulative Total Increment
1	2024/25	\$0	0
2	2025/26	\$11,051	\$11,051
3	2026/27	\$11,051	\$22,103
4	2027/28	\$11,051	\$33,154
5	2028/29	\$11,051	\$44,206
6	2029/30	\$11,051	\$55,257
7	2030/31	\$11,051	\$66,308
8	2031/32	\$11,051	\$77,360
9	2032/33	\$11,051	\$88,411
10	2033/34	\$11,051	\$99,463
11	2034/35	\$11,051	\$110,514
12	2035/36	\$11,051	\$121,566
13	2036/37	\$11,051	\$132,617
14	2037/38	\$11,051	\$143,668
15	2038/39	\$11,051	\$154,720
16	2039/40	\$11,051	\$165,771
17	2040/41	\$11,051	\$176,823
18	2041/42	\$11,051	\$187,874
19	2042/43	\$11,051	\$198,925
20	2043/44	\$11,051	\$209,977
21	2044/45	\$11,051	\$221,028
22	2045/46	\$11,051	\$232,080
23	2046/47	\$11,051	\$243,131
24	2047/48	\$11,051	\$254,183
25	2048/49	\$11,051	\$265,234



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, February 12, 2024

Session: Study Session

Topic: Olsson Professional Services for CCLIP Project 021-U-2504-01

Department: Public Works

Staff Contact: City Manager

Background:

This item is part of the Master Agreement for Professional Services with Olsson Engineering, for the City Connection Link Improvement Program project above.

The agreement includes Project Management and meetings, Surveying Services, Engineering Services and Bidding Phase Services.

The cost for these services is \$150,925 and is included in the overall cost of the project. The original amount from the KDOT application was \$146,125 but did not account for any easements. Six easements at \$800 each for \$4800 is the difference in price.

Recommendation:

Approve the professional services agreement with Olsson Engineering.

Fiscal Note:

\$150,925.00

Funding Source:

Special Streets Fund

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated November 12, 2020 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Abilene, KS

Project Description: CCLIP: K-15 from UPRR to NE 5th St
021 U-2504-01 Abilene

Project Assumptions: This CCLIP's purpose is to provide a 2" mill and overlay of existing pavement for surface preservations. Improvements also include pavement patching, replacing curb and gutter from the UP tracks north to 5th Street and removing some old entrances that are no longer needed, full sidewalk replacement from UP Railroad to 5th Street, replacing curb inlets, replacing ADA ramps and adding bulb outs, pavement striping for the highway and railroad crossings, rail signs, and striping crosswalks. Also included is the geometric realignment of the curb line from 4th to 5th and adding storm inlets to capture storm water.

SCOPE OF SERVICES

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

Phase 100: – Project Management & Meetings

Project Management

Project management is responsible for coordination of the various people that are involved in the project, tracking of work completion, and project management.

Meetings

Olsson will attend meetings related to the Project including:

Attend up to five (5) project meetings with the City and KDOT related to the general management of the design of the project which includes field and office checks.

Phase 200: - Surveying Services

Topographic Design Survey

A topographic survey will be conducted within the public right-of-way and along the proposed project to include inlets and sidewalk ramps.

Establish a Horizontal Control Network

Olsson will locate the section line and existing property corners to define boundary information for the existing right of way. Additional control points will be established for use during the preliminary survey, design and construction phases of this project.

Establish a Vertical Control Network

Vertical benchmarks will be established in the vicinity of the project for use during the preliminary survey, design and construction phases of this project.

Utility Locations

The location of the existing utilities will be determined by surveying the visible features and the location of buried utilities as flagged by the utility owners. Record information will be gathered from the utility owners, including the City of Abilene.

Easements

Its anticipated that 6 easements will be prepared at a cost of \$800/easement.

Phase 300: – Engineering Services

Task 301: Construction Documents. Olsson will attend City staff and/or other permitting agencies meetings as required. Olsson will prepare construction documents for Field, Office and Final check plans to be reviewed by the city and KDOT.

- **CCLIP Design** - shall include all items listed below:
 - Cover sheet
 - General Notes
 - Layout & Survey Control
 - Demo and removals sheet
 - Typical sections Geometric design
 - Entrance Details
 - Sidewalk ADA ramp design
 - Inlet replacement, 10 each
 - Curb and Gutter replacement as needed along K-15
 - 2" mill and overlay
 - Pavement marking details
 - Sign Details
 - Summary of Quantities
- **Temporary Traffic Control Design** – Olsson will provide a temporary traffic control plans associated with lane closure and paving operations according to Manual on Uniform Traffic Control Devices, current edition as well as applicable City and KDOT standard specifications.
- **Opinion of Probable Cost** – Provide at Field, Office and Final check plans. Will include a breakdown of Participating and Non Participating costs for each item.

Task 302: Permitting

Olsson anticipates that less than one (1) acre will be disturbed with this project so permitting is not required.

Task 303: - Specifications

Project specifications will be prepared utilizing the City's general conditions and standard specifications. Supplemental specifications and technical specifications prepared by consultant will be incorporated into the standard specifications when required to provide further detail or to provide for items not currently covered by City standards. Coordinate incorporation of specifications from other disciplines into the Project specifications.

Phase 400: – Bidding Phase Services

Invitation for Bids

Prepare an Engineers Opinion of Probable Cost prior to the invitation of bids. Identify potential contractors and distribute copies of Invitation to Bid for the Contract. Maintain a record of prospective bidders to whom drawings or specifications have been issued.

Distribute Plans and Specifications

Prepare and distribute five sets of construction contract drawings and specifications for the project to the City. Plan sets will be distributed to plan service agencies for use during bidding. Prepare and distribute construction contract documents to potential bidders. (Maintain a record of prospective bidders and suppliers to whom drawings or specifications have been issued).

Answer Questions / Prepare Addendum(s) and Distribute

Interpret construction contract drawings/specifications and provide responses to questions from bidders requiring clarification during bidding periods. Prepare and issue addenda to the construction contract documents when required.

Recommendation of Award

Evaluate bids and make written recommendations to the City and KDOT concerning contract award to the lowest responsive bidder.

Phase 500: – Construction Period Services

Construction Observation and Special Inspections (Not Included)

Construction observation and testing services will be contracted after the bid date has been determined.

PROJECT ASSUMPTIONS

The following are additional services that Olsson can provide:

Items not included:

- Construction Staking
- Waterline
- Sanitary Sewer

- Public Meeting
- Street Lighting Plan

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: January 2024

Anticipated Completion Date: October 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 One Hundred and Fifty Thousand Nine Hundred and Twenty-Five Dollars (\$150,925.00). 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 Ron Marsh.

If this Work Order 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, 302 S. 4th Street, Suite 110, Manhattan, Kansas 66502. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Jared E. Loomis
Jared Loomis, P.E.

By Brayson Benne
Brayson Benne, P.E.

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, KANSAS

By _____
Signature

Print 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, February 12, 2024

Session: Study Session

Topic: Professional Services Agreement with Olsson Engineering for Civic Center Parking

Lot Study

Department: PW/CVB/Admin

Staff Contact: City Manager/Public Works Director

Background:

In conjunction with the 2025 City Connecting Link Improvement Program project 021 U-2504-21, city staff recommends improving the civic center parking lot under the mobilization period of the street project.

Professional services for this project include providing conceptual plans and 3D renderings for an improved streetscape, plaza and possible farmers market experience around the existing railroad depot by removing and reorganizing the existing parking and adding additional landscape and hardscape to enhance the project site.

Recommendation:

Review and discuss; provide guidance to staff.

Fiscal Note:

\$45,500

Funding Source:

TBD



MASTER AGREEMENT WORK ORDER

This exhibit dated September 26, 2023 is hereby attached to and made a part of 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. Olsson's Scope of Services for the Agreement is 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.

The Civic Center study will be tied to the KDOT CCLIP project that is being proposed on K-15. If not awarded the CCLIP project this study will not move forward to design until the CCLIP project is funded.

PROJECT DESCRIPTION AND LOCATION

Project is located at: Near the existing Rail Depot between the railroad track ROW to the north side of NW 2nd Street, from Cedar Street to Buckeye Avenue in Abilene, KS.

Project Description: Olsson is to provide conceptual plans and 3D renderings for an improved streetscape, plaza and farmers market experience around the existing railroad depot by removing and reorganizing the existing parking and adding additional landscape and hardscape to enhance the project site.

SCOPE OF SERVICES

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

Phase 100 – Programing

Task 101 – Project Kick-Off / Research

Olsson will meet with the client to review scope, schedule, key milestones and project roles throughout the project. The project is located near the existing railroad depot as shown on the attached exhibit. Olsson will review relevant codes, and ordinances for the project site along with exiting land uses.

Olsson will review available base map information provided by Client and will assemble a base map for necessary plan documents. Client shall provide current and accurate base information to Olsson.

Meetings: This phase includes the following meetings:
One (1) kick off meeting and site visit. (In-person)

Total Phase 100 Fee: \$4,700.00

Phase 200 – Concept Design

Task 201 – Streetscape Concept Designs

Based on Client provided input and direction from the project kick off meeting, Olsson will prepare three (3) concept design plans. Concept designs will focus on overall hardscape, landscape, amenity and pedestrian enhancement, appropriateness of materials / massing, contextual fit, themes, and reinforcement of pedestrian scale throughout the site, including landscape material, hardscape and paving areas, site furnishings, pedestrian lighting, and amenity areas along the streetscape. The designs will incorporate a farmer's market type of use as well as removing existing parking to incorporate enhanced landscape and hardscape amenities.

Concept plan graphics will be hand-developed plans. Olsson will prepare and include 3D renderings of each concept.

Olsson will meet in-person with the client/stakeholder group to present (3) three conceptual streetscape design plans. Olsson will prepare (2) two revised concept design plans, based on written input from the client. Olsson will prepare a preliminary opinion of probable cost based upon the revised concept design plans.

Olsson will present the two preferred site concept plans at a public open house meeting.

Olsson shall make one (1) revision to the (1) one preferred site concept plan based on the public open house meeting comments, as well as client provided written comments.

Meetings: This phase includes the following meetings:

One (1) Concept Review meeting with Client/Stakeholders, (in-person meeting)

One (1) Public Open House meeting, (in-person meeting)

Work Products: Streetscape Concepts and 3D renderings; memorandum, as required.

Total Phase 200 Fee: \$40,800

TOTAL SCOPE OF SERVICES: \$45,500

ADDITIONAL SERVICES

- Construction documents
- Construction administration
- Surveying
- Geotechnical services
- Environmental studies
- Dry utility coordination
- Stormwater drainage memo
- Public improvement stormwater drainage plans
- Electrical and lighting plans

- Audio visual/technology
- Signage and wayfinding
- Additional as-built drawings / certifications
- Construction period services / full-time construction observation
- Construction staking
- Construction punch list
- Additional meetings

EXCLUSIONS

- Construction documents including layout, grading, storm drainage, landscape, irrigation, and/or detailing.
- Wi-Fi and communication design
- MEP engineering, including electrical circuiting of low voltage lighting and photometric plan
- Value engineering revisions
- Six (6)- and twelve (12)-month review of Project site after construction
- Permitting and submittal fees

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: November 1, 2023
 Anticipated Completion Date: April 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 Forty Five Thousand Five Hundred dollars (\$45,500.00). 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 Ron Marsh.

If this Work Order 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, 302 s 4TH Street, Suite 110, Manhattan, KS 66502. 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 Jared E. Loomis
Jared Loomis, PE

By Korey Schulz
Korey Schulz, PLA, ASLA

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: _____

Attachments
Exhibit A

[illegible]

Parks and Recreation

Staff:

Kellee Timbrook, Director
Angie Wilkins, Program Supervisor
David Mullen, Recreation Supervisor
Corey Jones, Park Supervisor
Cody Jenne, Park Laborer 2
Joy Maas, Horticulturist
Sarah Taylor, Horticulturist Assistant

Recreation Commission:

Shawn Herrman, Chair
Derek Berns, Vice Chair
Angie Evans, Secretary
Billy Hansen
Shelly Crane

2023 Community Center Visitors: 25,215

2023 Program Participants:

- Youth Sports Camps & Leagues – 1181
- Adult Sports – 27 teams, Pickleball Participants – 1700
- Community Education Classes – 321
- Aquatics Classes – 464
- Total Pool Attendance – 18,486, Pool Passes Sold – 223
- Special Event Attendance – 3,000
- 1 Baseball Tournament, 3 Youth Softball Tournaments, 3 VB Tournaments, 3 Adult Softball Tournaments, 1 Basketball Tournament

Trainings and Certifications:

- KRPA Conference and Workshops
- Angie obtained CPRP Certification

New Programs Offered:

- Senior Swim
- Adult Softball Tournament
- Adult Kickball
- 4 New Cheer Camps, 1 Dance Camp
- Pickleball and Cornhole Tournaments at 4th of July Event
- Dance Classes
- Women's Pickleball

Grants:

Received Pathways for a Healthier Community Grant for \$28,000 (New Walking Trail at Bi-Centennial Park and handicap ramp at Bi-Centennial Park playground structure)

THE BENEFITS ARE ENDLESS...

Completed Feasibility and Economic Impact Study for Sports Complex through Wichita State University
Helped implement Park Master Plan through Foster & Foster

Facility Improvements:

Abilene Swimming Pool:

- Replaced high dive with 2nd low dive
- Repaired leaks under pool
- Painted Lap Lane portion of pool and baby pool
- Repaired Mushroom Sprays

Community Center:

- Recoated Roof
- Replaced tin on first level of roof

Eisenhower Park:

- Repaired 3 Stone Picnic Tables
- Added 3 Benches, 1 table with benches, etc with Friends of the Park Memorial Donations
- Planted 5 new trees
- Removed 14 trees in Eisenhower Park and Fair Grounds
- Continue repairing Ball diamonds 3, 4, 7, Painted dugouts and backstops with help of AHS Boys Baseball team and Lumberhouse donation.
- Purchased Bunker Rake for Ball Diamonds and a new Gator with cab and snow plow
- Repaired roof at Bandshell

Bi-Centennial Park:

- Planted 5 new trees along parking lot
- Replaced Bridge

Future Projects:

- Complete trash can replacement in parks
- Expand Park Shop
- Renovate Bathrooms at Eisenhower and Bi-Centennial Park
- Add more outdoor Pickleball Courts
- Add Shade Structure at Abilene Swimming Pool
- Paint Zero Entry and Wall of Abilene Swimming Pool
- Continue Sports Complex Task Force
- New Walking Trail at Bi-Centennial Park

THE BENEFITS ARE ENDLESS...



Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410

www.abilenecityhall.com

Phone: (785) 263-2550

Fax: (785) 263-2552

Community Development 2023 Summary

Community Development Staff:

- Kari Zook, Director
- Travis Steerman, City Inspector/Building Official
- Kellie Olson, Administrative Assistant

Total number of permits: **329**

- Total revenue from permit fees: **\$31,014.77**

Total number of code violation cases: **114**

New businesses/remodels/miscellaneous projects:

- Comprehensive Plan 2024-2045 update
 - International Codes and amendments updated from 2009 to 2018
 - Numerous DRT (Development Review Team) meetings for potential future developments
 - Community Development oversees all aspects of the Planning Commission, Board of Zoning Appeals, Heritage Commission and Building Standards Board. Their annual summary reports will include all cases and projects that were administered by our department.
 - Remodeled previous PD space for new Com Devo offices, all positions are now centrally located.
 - St Andrews alley vacation and expansion project
 - Golden Belt Heights West replat, mailbox structures, Golden Ridge Apartments project
 - Mennonite Housing senior living housing development project
 - Holiday Inn Express development
 - NW 2nd trailer park code enforcement/clean up
 - 24/7 EV station expansion
 - Rackets Tap House project – 303 N Broadway
 - Abilene Dental Arts project – 203 N Buckeye
 - Dizzy Donkey Saloon – 311 N Spruce
 - Budget Lodge Inn code violations process
 - Guillian RV/boat storage facility development on Portland, lot split with MCM
 - Solar panel committee participation
 - Trade contractor/roofing license annual renewals
 - 1st annual CEU class for all trade contractors was sponsored by the City
-

- Revamped and streamlined the process for nuisance abatement contractors – mowing, debris removal, tree trimming, and property securing.
- Annual property tax exemption compliance certifications for Don's Tire, Thunderstruck, Great Plains Manufacturing, Narayan IRBX
- Insurance Proceeds Funds procedure for house fire at 103 S Buckeye.
- Sidewalk cost-share program: 311 N Cedar, 309 N Cedar, 418 NW 5th St, 1020 N Walnut
- Remodel and change of use project at 121 NE 6th from church to multi-family use
- Processed street closure requests: Antique Fest, Holm Automotive car show, Heritage Days, Family Dollar events, Wild West Gravel Fest.

New house builds:

- 1020 N Walnut, 407 E 1st St, 103 Wassinger Ave, 2101 Crestwood Dr

Golden Belt Heights:

- 1607 Bowell Ln, 1611 Bowell Ln, 1613 Bowell Ln
- 1704 Fairway, 1715 Fairway (combined lots with 1713 Fairway)

Dangerous Structure proceedings:

- 123 N Spruce (Texas Antiques) – sold to Reynolds during proceedings
- 604 S Cedar – dwelling

Demolished structures:

- 123 N Spruce (Texas Antiques) – demolished by property owner
- 604 S Cedar – demolished by City of Abilene
- 1020 N Walnut – demolished by property owner, replaced with new build infill
- 1623 SW 2nd – demolished by property owner
- 103 S Buckeye – demolished by property owner after house fire, constructed a new parking area
- 105 N Brady – demolished by property owner

Accessory structures demolished by property owners:

- 412 NW 7th
 - 805 NE 6th
 - 216 NE 4th
 - 108 W 1st
-

2023 Public Works Annual Report

Public Works Miscellaneous

- Coordinated plans, preparations, and easements with Olsson Engineering and property owners on the NW 14th Street Project, CCLIP Projects, and the Oak, Kuney & Olive Street Waterline Project.
- Reviewed and upgraded the 6-year Capital Equipment Replacement Plan and 6-year Capital Improvement Projects for Water Distribution, Water Production, and Street projects.
- Bob Sims and Dustin Rhodes attended CDL training in Hutchinson.
- Held retirement receptions for Lon Scrader and Chad Holt.
- Ten employees attended the Kansas Rural Water Association (KRWA) conference held in Wichita March 28-30.
- Jennie Hiatt attended the spring and fall AAKC conferences.
- Lon and Jennie attended the Kansas Organization of Recyclers Conference.
- Brad Anderson started as Public Works Director on December 4, 2023.

Water Production and Distribution

Plant and Production

- Completed nuts & bolts installation on reverse osmosis units.
- Completed interior and exterior chemical room door installation with paint and trim.
- The generator was ordered and is still waiting for installation.
- Pumped 480,512,000 gallons and sent 388,803,730 gallons into the distribution system.
- Water plant staff attended various training sessions and received required hours for certification.
- Programmer out several times for Booster Station & SCADA system upgrades/repairs.
- Conducted all well-performance testing and efficiency testing evaluations.
- Continuing to meet LSLI completion goal for October 14, 2024.

Water Distribution/Sewer Collection

- With Fire Department Staff, conducted all fire hydrants flow testing.
- Responded to and repaired five water main leaks and several service line leaks.
- Installed 17 new water services and replaced three existing ones.
- Replaced two fire hydrants with new ones, replaced or added two new valves, and assisted the contractor with one new valve.
- Cleaned 33,200 feet of sewer main, routine maintenance, and responded to 12 sewer emergencies.

- Performed 996 utility locates.
- Responded to 880 daily service orders and conducted 512 non-payments, shut offs, and subsequent turn-ons.
- Continued valve exercising program.

Street and Flood Control

- Responded to 4 snow/ice events, applying 70 tons of road salt for control.
- Conducted milling and hot mix asphalt (HMA) and concrete street repairs using 509 tons of HMA and 63 cubic yards of concrete.
- Used 4,200 pounds of crack sealer for some spring and fall sealing.
- Hauled 629 tons of aggregates for road and alley maintenance.
- Cut down over 200 cedar trees for Christmas Tree Lane and installed them along 3rd Street and Buckeye.
- Helped with Marathon traffic control, unloading USDA food commodities numerous times, installed Christmas banners, and hung Christmas decorations, which included electrical pole repairs; also helped with CKFF Parade and Halloween festivities.
- Cleaned the whole town with the street sweeper twice a month for the 1st three quarters of the year and once in the last quarter.
- Completed about 90% of all Mud Creek channel tree clearing and successfully participated in and passed the USACE annual flood control inspection.
- Rented a remote-controlled mower and mowed the slopes of the levee.
- Helped to update the Recycling Center; repairs were made to the north wall; spray foam insulation and two new heaters were installed.

Wastewater

- Received 225,629,000 gallons of wastewater and released 149,865,000 gallons of treated water.
- Completed all required annual, monthly, and weekly reports and the KDHE annual inspections.
- Completed several major equipment repairs and replacements, including four air valve actuators, basin diffusers, spiral screen motor, spiral screen brushes, effluent flow meter transmitter, and basin blower assembly.
- Processed and field-applied 91 tons of dried sludge cake.
- Bob completed CDL training and obtained his license.
- In July, we had EPA onsite for an inspection, and the plant had exceeded some effluent permit limits. Staff responded by gathering and submitting lab results and flows. We then submitted it to the EPA and corrected other violations that were found as well.

Recycling

- Received a Solid Waste Grant of \$46,516 to purchase a new compost turner.
- Lease a John Deere tractor to pull the compost turner.
- Yearly Totals equaled 165 tons of baled, sold, and shipped material, 55 tons less than in 2022.
 - ✓ Corrugated Cardboard: 178,336 pounds
 - ✓ Newspaper: 13,378 pounds
 - ✓ Tin: 12,074 pounds
 - ✓ Aluminum: 4,701 pounds
 - ✓ Milk jugs: 6,566 pounds
 - ✓ Clear plastic: 20,876 pounds
 - ✓ Colored plastic: 6,483 pounds
 - ✓ Office pack: 33,111 pounds
 - ✓ Magazines: 29,769 pounds
 - ✓ Pressed Cardboard: 25,280 pounds
- Sold a total of \$18,338.82 in material, considerably down from 2022 due to less product and lower markets.
- Processed and gave away about 195 tons of compost, less than usual, as the compost turner was broken down 75% of the year.
- Arranged all shipping and selling of recycled materials.
- Lon Schrader and Jennie Hiatt and OCCK employees Jenny Richardson and Susan Johnson attended the Kansas Organization of Recyclers (KOR) conference in Manhattan.

Tree Board

- Prepared agendas and minutes and held meetings on February 28, March 21, April 28, and July 25.
- Prepared and submitted the 2022 Tree City USA Application and submitted a Growth Award Application for the first time. The City of Abilene had a total of \$45,044 in forestry expenditures.
- The City of Abilene was recognized as a Tree City USA for the 31st year and received the Growth Award for the first time.
- Sponsored the Arbor Day Poster Contest for the 5th Grade Students at Eisenhower Elementary and St. Andrew's Elementary and submitted the winning poster to the district level.
- Prepared an Arbor Day Proclamation declaring the celebration of Arbor Day on April 28.
- In celebration of Arbor Day, the Tree Board presented and planted a tree at Eisenhower Elementary and St. Andrew's Elementary for 4th Grade Foresters. A redbud seedling was given to 107 4th-grade students, along with a "Plant Trees for America" brochure.
- Corey Jones and Jennie Hiatt participated in multiple tree structure evaluation/risk assessments for numerous trees within the fairgrounds led by District Community Forester Kim Bomberger.
- Planted four trees at the city-owned parking lot at the corner of 5th and Broadway.



ABILENE POLICE DEPARTMENT

419 N. Broadway
PO Box 519
Abilene, KS 67410-0519

Anna Hatter
Chief of Police

Abilene Police Department 2023 Highlights & Accomplishments

- APD responded to 6,052 calls for service during 2022, a decrease from 6,701 in 2022.
- There was a total of twenty-two (22) violent crimes*, which is an upward trend from nineteen (19) in 2022, and ten (10) in 2021.
 - This increase is partly attributed to a change in the way APD classifies and tracks these cases established at the beginning of 2022.
- There was a total of (88) property crimes**, which is a decrease from (104) in 2022.
- APD conducted 1,878 traffic stops in 2023, a decrease from 2,070 in 2022.
- Officer Chuck Huen, APD's Canine Officer, was named the K-9 Officer of the Year by the Kansas Narcotics Officer Association.
- Sgt. Skylar Reynolds completed the Central States Law Enforcement Executive Development Program in September 2023.
- Detective Kevin Landers was appointed to the Board of Kansas Child First in November 2023.
- In October 2023, APD partnered with the Abilene Fire Department, Dickinson County Emergency Medical Services and USD #435 to conduct an active shooter training at St. Andrew's School. This exercise was intended to be a springboard for future active threat training events.
- APD partnered with the Dickinson County Sheriff's Office for Faith & Blue in October 2023. The event was held in Herington this year and facilitates a safer community by engaging law enforcement and the community through connections of faith-based organizations.
- In August 2023, APD began the process of achieving state accreditation through the KLEAP Program. This intensive program calls for a comprehensive review of all departmental policies and procedures to ensure the highest standards of police service.
- APD continued to foster positive relationships with the community by presenting at local civic groups, conducting K-9 demonstrations at local grade schools, participating in multiple Halloween related events/activities, and adopting a family for Christmas.

*Crimes constituting violent crimes: Murder, Rape, Robbery, Aggravated Assault/Battery

**Crimes constituting property crimes: Burglary, Theft, Motor Vehicle Theft and Arson



City Clerk 2023 Summary

- * Completed annual EMC work comp audit
- * Completed the annual fee schedule update
- * Attended Spring CCMFOA Conference
- * Completed Kansas Department of Labor Safety Inspection
- * Completed EMC Audit
- * Received Kansas Certified Municipal Clerk designation
- * Attended CCMFOA Institute Year 3
- * Received Certified Municipal Clerk designation
- * Attended KPERS/KPF training
- * Worked to find best health insurance options for City/Employees – became member of KMIT BC/BS
- * Completed annual insurance renewal
- * Completed Personnel Manual updates
- * Attended LKM Annual Conference
- * Completed annual CMB License renewals
- * Worked through budget process for payroll

To: Ron Marsh, City Manager

From: Kale Strunk, Fire Chief

RE: 2023 Year End Report

Abilene Fire Department Accomplishments for 2023

Total calls for service 1,290, to include:

- Structure Fires- 8
- Vehicle Fires- 7
- Grass Fires- 7
- Mutual Aid Fires (Assist other Fire Departments)- 10
- Other Fires (Illegal Burns, Power Poles, etc.)- 16
- Medicals- 691
- Rescue/Motor Vehicle Accidents- 125
- Spills/CO- 8
- Natural Gas Leak- 13
- System Malfunction/False Alarms-34
- Helicopter Stand-By- 22
- Assistance to Public or Other Government Agencies- 35
- Business and Commercial Daycare Inspections- 207
- Burn Permits- 97
- Standby/PR/Education- 9

The Abilene Fire Department has made many changes this past year to include the following:

- Ordered a custom cab pumper/tender fire truck

- Serviced and tested all equipment to include aerial ladder, ground ladders, all fire pumps and flow tested all SCBA's.
- Started inspecting all schools per the Kansas State Statute changes
- Applied for LSSE Grant for new radios, we were denied
- Applied for KFRSG Grant for new bunker gear, we were awarded \$6,126.00
- Joined Kansas Search and Rescue Task Force 8 and sent 3 members to various trainings throughout the year
- Participated in September 11 memorial
- Received a Kansas Forest Service Grant to purchase a skid unit for T-38 and various wildland tools
- Hired Devin Neal as a full-time firefighter on September 11th to fill 1 vacancy.
- In October, the department prepared approximately 850 Fire Prevention Week packets and distributed them to the various schools and commercial daycare centers. The department educated the youth and school faculty on Fire Safety
- Two additional members are certified Ice Rescue Technician for a total of 5
- Two members attended FDIC to receive National Training
- Participated in St. Andrews, Trunk or Treat
- Provided the Ladder Truck and large American Flag for various events throughout the Community throughout the year
- Provided Ladder Truck for Old Fashioned Christmas for the "turkey drop" and "snowball" drop



Dwight D. Eisenhower Municipal Building
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www.abilenecityhall.com
Phone: (785) 263-2550
Fax: (785) 263-2552

City Manager 2023 Summary

- 14 completed or under construction single-family housing units in Golden Belt Heights East.
 - Began steps for multi-family housing in Golden Belt Heights West.
 - Began process for 32 Senior Housing units through Mennonite Housing.
 - 2024 budget approved under Revenue Neutral Rate.
 - Legacy Kansas LLC/Brookville Hotel opened for business.
 - Historic tax credits for Police Department remodel sold.
 - Awarded \$400K from KDOT for a CCLIP project to improve Buckeye (K-15) from the UPRR to NW 5th St.
 - Awarded \$724,500 from the KDOT Cost Share Program to fix an antiquated and poorly designed intersection at NW 14th St and Van Buren St.
 - Successful transition to a new Public Works Director.
 - Elected treasurer for the Kansas Municipal Trust (Worker's Compensation Pool) Board of Trustees.
 - Graduated from the Heartland Certified Public Manager program through the KU Public Management Center.
 - Attended ICMA annual conference in Austin, TX.
 - Attended the League of Kansas Municipalities annual conference in Wichita, KS.
-

2023 ICMA Conference – Austin, TX

Breakout Sessions Attended:

1. The Art of Strategic Leadership

- a. Explore every direction
 - i. Grid North – the way it has always been; stay within the lines
 - ii. Magnetic North – constantly changing; social media; vocal minority.
 - iii. True North – fixed; true vision/purpose.
 - iv. What got us here won't get us there.
 - v. Leaders never stop learning.
- b. Establish a shared vision.
 - i. Build – strong neighborhoods.
 - ii. Focus – on the future.
 - iii. Improve – citywide mobility.
 - iv. Develop – a strong economy.
 - v. Provide – a safe community.

2. Public Sector Problem Solving

- a. It's all about the people
- b. Partnering and empowering others to LEARN, IMPROVE and LEAD
- c. Can't solve everything all at once, pick a place to start

3. Revenue Generating Solutions for Municipalities

- a. Vehicle insurance reimbursements
- b. Pet Licensing
- c. Property Registries
- d. Septic Registry
- e. Compliance Auditing
- f. Software Asset Management
- g. Electronic Monitoring Alternatives
- h. Renegotiating Vendor Contracts

4. Uncertain and Undeterred: Unconventional Leadership in Unparalleled Times

- a. Illusion of control
- b. Get calm to get clear
- c. If you're dealing with something different, deal with it differently.
- d. Differentiate uncertainty from risk.
- e. Leave Gremlins on the table.
- f. Orient to values

5. Leveraging Performance Management & Data Analytics in Executing City Council Priority Goals

- a. Set priorities

6. The Manager's Role in Rethinking Budgeting

- a. Public Engagement
- b. Collaboration in support of governing body's priorities

- c. Use data analytics to determine trends

7. The Root of Local Government Revenue & How We Got it Wrong

- a. Comprehensive Plan to know where you're going
- b. Depreciation creates unfunded liabilities
- c. Develop responsibly

8. To Inform or Not to Inform: The Ethics Behind Keeping Your Governing Body in the Know

- a. Know your relationships with other players in the situation.
- b. When do you have a duty to inform the Governing Body?
- c. What is the source of your obligation?
 - i. State Law; City Policy; City Charter

9. Transforming Managers from Boss to Coach

- a. Managers as coaches have the opportunity to drive performance, increase engagement and retain great employees.
- b. Strengths, engagement, conversations
- c. Ask questions
- d. Develop relationships
- e. Seek feedback



Airport Advisory Committee 2023 Year End Report

Overview

On August 15, 1951, Ordinance 911 established an Airport Advisory Committee (“Board”). The Board consists of five (5) members appointed by the Governing Body for three (3) year terms commencing on the first Monday in February, and the Manager of the Abilene Municipal Airport, who shall serve as an ex officio member.

The Board is responsible for making recommendations to the Governing Body in matters related to the development, operation, and maintenance of the Abilene Municipal Airport (“Airport”).

Current Members and Term Expiration

Leann Johnson, City Liaison

Jim Curtis, Airport Manager

Jim Price, Chair, 2024

L. Steve Cathey, 2024

Ralph Viola, 2024 (resigned July 2023)

Jeremy Gorman, 2024 (appointed in July 2023 to replace the vacancy left by Ralph Viola)

Jay Leusman, 2025

Bruce Youtsey, 2025

Meetings

Regular meetings are held on the first Monday of each month, at 4:00 p.m. in the Abilene Public Library Jordan Room, unless such date is a legal holiday, in which case the meeting is rescheduled.

Meetings held in 2023 include:

February 8, 2023 – quorum not met

August 7, 2023

March 8, 2023 – quorum not met

August 31, 2023

April 12, 2023

October 2, 2023

May 1, 2023

November 6, 2023

June 5, 2023

December 4, 2023

Travel & Training

Jim Price and Ralph Viola attended the Kansas Airport Association (KAA) Annual Meeting and Conference that was held in Atchison on June 14-16.

Projects

The Board's focus for projects is to complete the needed safety improvements and repairs at the Airport following the Airport's Master Plan. The Board's highest priority is to rebuild the T-Hangar destroyed in May of 2020. There is a multi-phase approach required to be compliant with the FAA to remain eligible for funding through the Airport Improvement Program (AIP). The Abilene Airport's current list and status of projects within the FAA's AIP as of January 11, 2024 is:

Year 1-5

1. **Acquire Easement for Approaches and Remove Tree Obstructions (\$80, 000):** This project will acquire easements to allow for tree removal. The trees were identified as obstructions in the master plan. – **Current & Completed Phases of the Project.**
In 2023 the FAA awarded two (2) grants for the City to complete:
 - a. **3-230-0001-016-2023 (\$114,480.00):** Acquire aviation easements on five (5) tracts of land north of the north of the airport for obstruction removal and approach protection. - **Completed**
 - b. **3-20-0001-017-2023 (\$142,020.00):** Design and Aeronautical Survey to remove obstructions in 17 Runway Protection Zone. - **Current**
2. **Shift or Reconfigure the Existing Runway (\$500,000):** This project will displace the Runway 17 threshold by 186 feet to provide safety-critical clearance over the railroad north of the airport. – **Current Phase of the Project**
3. *Construct/Modify/Improve/Rehabilitate Hangar (\$1,390,000): This project will construct a new T-hangar to replace the hangar destroyed by a storm.*

Year 6-10

4. *Construct Terminal Building (\$650,000): This project constructs a general aviation terminal building. Higher priority work needs to be completed first before pursuing a building.*
5. *Expand Apron (\$390,000): This project is to increase the transient parking apron to accommodate a mix of turbo props, small business jets, and single engine GA aircraft.*
6. *Seal Runway Pavement Surface/Pavement Joints (\$250,000): This project rehabilitates Runway 17/35 to maintain the structural integrity of the pavement and to minimize foreign object debris. Re-seal concrete joints, repair cracks and replace various slabs.*
7. *Seal Taxiway Pavement Surface/Pavement Joints (\$300,000): This project rehabilitates the parallel taxiway with joint and slab repair and crack seal. It is anticipated this should be done at the same time as the runway.*
8. *Shift or Reconfigure Existing Runway (\$500,000): This project displaces the Runway 17 threshold due to obstructions impacting the future vertical guidance surface to this runway end.*

Year 11-20

9. *Conduct Airport Related Environmental Assessment/Plan/Study (\$125,000): Environmental Assessment for runway extension*
10. *Acquire Snow Removal Equipment (\$259,733): This project will fund the acquisition of a new bi-directional tractor with one attachment in order for the airport to clear the airfield during adverse weather conditions.*

2023 KDOT Requests

In October 2023, the Airport Board applied for three (3) grants administered through KDOT's Kansas Airport Improvement Program (KAIP). Awards are expected to be announced in February 2024.

1. \$122,284 total (90/10 match) of which \$110,056 was requested to remove and replace the Automated Weather Observation System III (AWOS).
2. \$36,190 total (90/10 match) of which \$32,571 was requested to replace the Airport's rotating light beacon.
3. \$466,962 total (50/50 match) of which \$233,481 was requested to purchase and construct a 4-6 unit T-hangar.

2023 Budget

005 AIRPORT FUND		2023	2023	2023
Revenue		YTD Budget	YTD Amt	Difference
	R 005-430010 PROPERTY TAX	\$0.00	\$169.23	\$169.23
	R 005-430020 DELINQUENT PROPERTY TAX	\$0.00	\$449.52	\$449.52
	R 005-430050 MOTOR VEHICLE TAX/RV	\$308.00	\$117.15	(\$190.85)
	R 005-430060 MOTOR VEHICLE TAX	\$5,728.00	\$6,407.90	\$679.90
	R 005-430600 RENTALS	\$2,500.00	\$1,852.80	(\$647.20)
	R 005-430610 LAND LEASE/CROP INCOME	\$5,000.00	\$1,400.00	(\$3,600.00)
	R 005-430620 INTEREST INCOME	\$20.00	\$142.46	\$122.46
	R 005-430780 REFUND RECEIVED	\$0.00	\$202.20	\$202.20
	R 005-430793 FAA	\$630,000.00	\$130,422.00	(\$499,578.00)
	Subtotal	\$643,556.00	\$141,163.26	(\$502,392.74)
		2023	2023	2023
Expenditure		YTD Budget	YTD Amt	Difference
	E 005-000-520140 ENGINEERING	\$1,500.00	\$0.00	\$1,500.00
	E 005-000-520141 AWOS	\$5,000.00	\$6,415.44	(\$1,415.44)
	E 005-000-520270 TRAINING	\$500.00	\$790.76	(\$290.76)
	E 005-000-520410 INSURANCE	\$3,500.00	\$3,620.00	(\$120.00)
	E 005-000-520510 ELECTRIC SERVICE	\$10,000.00	\$7,325.37	\$2,674.63
	E 005-000-520520 TELEPHONE / INTERNET	\$3,500.00	\$5,414.76	(\$1,914.76)
	E 005-000-520600 VEHICLE EXPENSES	\$1,000.00	\$76.99	\$923.01
	E 005-000-520610 BUILDING MAINTENANCE	\$6,500.00	\$3,322.54	\$3,177.46
	E 005-000-520620 EQUIPMENT REP & MAINT	\$3,000.00	\$5,636.12	(\$2,636.12)
	E 005-000-520642 RUNWAY REPAIRS & MAINTENANCE	\$7,500.00	\$6,430.57	\$1,069.43
	E 005-000-520690 FIRE EXTINGUISHER REFILLS	\$200.00	\$31.00	\$169.00
	E 005-000-520700 RENT-CONTRACTS-MAINT AGREE	\$2,500.00	\$1,879.06	\$620.94
	E 005-000-520910 DUES-SUBSCRIPTIONS-PUBLICATION	\$300.00	\$142.50	\$157.50
	E 005-000-520970 MISCELLANEOUS SERVICES	\$0.00	\$104.50	(\$104.50)
	E 005-000-521010 OFFICE SUPPLIES	\$1,000.00	\$44.98	\$955.02
	E 005-000-521060 GASOLINE-OIL-LUBRICANTS	\$500.00	\$0.00	\$500.00
	E 005-000-530260 SPECIAL PROJECTS	\$700,000.00	\$199,341.90	\$500,658.10
	E 005-000-530261 AIRPORT IMPROVEMENTS	\$300,000.00	\$0.00	\$300,000.00
	E 005-000-782000 CASH FORWARD	\$20,000.00	\$0.00	\$20,000.00
	E 005-000-783000 TRANSFER TO OTHER FUNDS	\$4,000.00	\$4,000.00	\$0.00
	Subtotal	\$1,070,500.00	\$244,576.49	\$825,923.51



Dwight D. Eisenhower Municipal Building
419 N. Broadway Street, PO Box 519
Abilene, KS 67410

www.abilenecityhall.com

Phone: (785) 263-2550

Fax: (785) 263-2552

Building Standards Board 2023 Summary

The Building Standards Board did not physically meet in 2023 but was instrumental in assisting with the update of the International Codes from 2009 to 2018. Those codes and amendments were adopted by Ordinance 23-3437 on October 23, 2023.



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Heritage Commission 2023 Summary

Current Members and Term

- Andrew Pankratz, Chair 2026
- Barry Arp, Vice Chair 2026
- Mary Burtzloff 2024
- Nanc Scholl 2024
- Nicole Beck 2025
- Jeff Radabaugh 2025
- Kevin Bailey 2026

Training opportunities:

- The Heritage Commission received a grant from SHPO (State Historic Preservation Office) for the full amount of \$5,500 to cover CAMP (Commission Assistance and Mentoring Program) training through the NAPC (National Alliance of Preservation Commissions). A two-day training was held in August in the library where all members and pertinent city staff attended.
- National Alliance of Preservation Commissions (NAPC) webinars for continuing education of members.

Building permit review and Certificates of Appropriateness approvals:

- 204 N Cedar St – Harvey Drug
- 201 NW 2nd St – CVB/Community Foundation
- 109/111/113 NW 3rd St – Rural Rental, LLC

Administrative Review permit approvals:

- Building permit (2)
 - Roof permit (2)
 - Sign permit (1)
 - Electrical permit (1)
 - Plumbing permit (3)
 - Mechanical permit (3)
 - Right-of-way permit (1)
-



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Planning Commission 2023 Summary

Current Members & Term:

- Travis Sawyer, Chair 2025
- Bill Marshall, Vice Chair 2026
- Matt Mead 2024 (also served on the Comprehensive Plan Steering Committee)
- Penni Zelinkoff 2024
- William Rose 2025
- Rod Boyd 2026
- Eric Anderson 2026

Public hearings:

- PC 23-1: St. Andrew's Church & School alley vacation
- PC 23-2: Rittel's Western Wear, LLC CUP for electronic message center sign
- PC 23-3: Holt Motors, LLC CUP for motor vehicle repair and body shop
- PC 23-8: Trinity Lutheran Church CUP for private elementary school in C-4 district
- PC 23-8-2: Golden Belt Heights West final plat
- PC 23-9: Mennonite Housing rezoning from C-3 to R-3 for senior LIHTC project

Discussion items:

- Comprehensive Plan 2024-2045 with Foster Design Associates

Board of Zoning Appeals

Public hearings:

BZA 23-10

- Variance approval for an alternate surface – Ironstone Wealth Advisors – 101 S. Buckeye Ave

BZA 23-11

- Variance approvals for Golden Ridge Apartments at Golden Belt Heights West
-



Sister City Advisory Board 2023 Year End Report

Overview

The Abilene-Minori-Omitama Sister City relationship began in 1984 with a Sister City agreement signed by Minori's Mayor Mitsuo Tonouchi and Abilene's Mayor Clifford Asling. On September 28, 1998, ordinance 2867 was signed establishing the Sister City Advisory Committee ("Board"). The Board consists of nine (9) members appointed by the Governing Body for three (3) year terms commencing on the first Monday in February. A Friends of Sister City organization is established for each Sister City. The president of each Friends' organization (or designee) will report Friends' activities to the Board at each regular meeting. The purpose of the Board is to seek, support, coordinate, foster and develop Sister City Exchange Programs of an educational or charitable nature. The Board makes recommendations to the Governing Body in matters relating to municipally sponsored programs, exchanges and activities involving the Abilene Sister City, Omitama, Japan.

Current Members and Term Expiration

Leann Johnson, City Liaison

Heather Unruh, Friends of Sister City Representative

Jerry Rankin, 2024 (resigned in February) – Remains involved with Japan Club in the school

Rev. Eric Anderson, 2024 (appointed to replace Jerry Rankin's vacancy)

Corina Ryland, Secretary, 2024

Kevin Unruh, Treasurer, 2024

Bill Marshall, President, 2025

Cindy Whittington, 2025

Claire Anderson, 2025

Audrey Corbett, 2026

Mary Jean Eisenhower, 2026

Andrea Taylor, Vice-President, 2026

Meetings

Regular meetings of the Board are held monthly on the second Monday of the month at 6:00 p.m. or as the Board deems necessary. Meetings held in 2023 include:

January 10, 2023

February 13, 2023

March 1, 2023

March 13, 2023

April 10, 2023

May 8, 2023

June 12, 2023

July 10, 2023

August 14, 2023

September 11, 2023

October 9, 2023

November 13, 2023

December 11, 2023

Activities & Projects

- The Board maintains an annual membership in Sister City International.
- The Board sent delegates to Omitama, Japan, July 20-31. The Board sponsored one student with a full scholarship to participate and \$800 was given to each delegate for travel expenses over the initially budgeted \$2,000 (flights were around \$2800). Rev. Eric Anderson, a member of the Planning Commission and Sister City Board, was able to travel with the delegation as the City's official representative.
- A hand-painted boot was purchased from the Abilene Arts Council and was presented as a gift from Abilene by the delegates to the city of Omitama.
- Japan Club is offered to fourth and fifth graders once a month on the 2nd & 4th Tuesdays, respectively, at Eisenhower School, providing the students an opportunity to learn about Japanese culture. This year they learned about:
 - The City's Sister City Board and the students practiced a Japanese self-introduction;
 - Katakana, one of three writing systems in Japanese, and how to write their names;
 - Sumo tournaments and watched some of the bouts;
 - Bonenkai, the year-end party held in December.
- Corina Ryland made arrangements for 6th & 7th graders to correspond with pen pals in Omitama.
- Preparations began upon the return from Japan for the 40th anniversary of the Sister City Agreement and hosting the 2024 travel delegates who will be visiting from Omitama in July 2024.

2023 Budget

GENERAL FUND - SISTER CITY BOARD	BUDGET	\$10,000.00
001-001-520880 Expenditures	RYLAND, CORINA - POSTAGE	(\$28.85)
	RYLAND, CORINA - POSTAGE	(\$33.64)
	RYLAND, CORINA - SISTER CITY DELEGATES DINNER	(\$291.00)
	RYLAND, CORINA - PENPALS	(\$30.55)
	MARSHALL, BILL - FLIGHTS TO OMITAMA	(\$12,020.39)
	ANDERSON, ERIC - OFFICE SUPPLIES FOR TRIP	(\$18.17)
	LAST CHANCE GRAPHICS - SISTER CITY TSHIRTS	(\$329.00)
	UNRUH, KEVIN - BINDER & COPIES FOR BOARD BUSINESS	(\$30.15)
	REIMBURSEMENTS FOR AIRFARE	\$4,000.00
	REMAINING BALANCE	\$1,218.25
	TRANSFERRED TO SISTER CITY SCHOLARSHIP FUND	
047 SISTER CITY SCHOLARSHIP FUND	BEGINNING BALANCE	\$13,241.00
R 047-682000 TRANSFER FROM OTHER FUNDS	BOOT REIMBURSEMENT	\$948.86
	SISTER CITY BOARD	\$1,218.25
E 047-000-520800 AWARDS & CONTRIBUTIONS	MARSHALL, BILL- POSTAGE FOR SCHOLARSHIP EXPENSE	(\$28.75)
E 047-000-520880 SISTER CITY BOARD	MARSHALL, BILL- SCHOLARSHIP & FLIGHT REIMBURSEMENTS	(\$3,005.10)
	RYLAND, CORINA - BIRTH CERTIFICATE FOR SCHOLARSHIP DELEGATE	(\$20.00)
	MARSHALL, BILL- PASSPORT FOR SCHOLARSHIP DELEGATE	(\$225.00)
	REMAINING BALANCE	\$12,129.26

CITY OF ABILENE

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Batch: 123023PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36855	12/30/23	ATHCO, LLC			
E 001-001-520260		SPECIAL PROJECTS	\$6,267.00	0025894-IN	REDESING: MOVE VB NET WIRES
		Total	\$6,267.00		
36856	12/30/23	JEFF WILKENS			
E 014-000-520140		ENGINEERING	\$332.50	2827	DRAINAGE FOR 14TH ST RETAINING WALL
		Total	\$332.50		
36857	12/30/23	CLARK, MIZE & LINVILLE CHARTER			
E 001-001-520110		LEGAL	\$309.00	146311	DEC 2023 LEGAL SERVICE
E 001-001-520110		LEGAL	\$703.00	146312	DEC 2023 GENERAL RETAINER
		Total	\$1,012.00		
36858	12/30/23	COMMUNITY FOUNDATION OF DK CTY			
E 001-015-530380		MISCELLANEOUS	\$16,500.00	1	KITCHEN REMODEL
		Total	\$16,500.00		
36859	12/30/23	DON'S TIRE & SUPPLY			
E 001-003-521231		FIRE EQUIPMENT	\$1,779.88	289130	STEER TIRE T33
		Total	\$1,779.88		
36860	12/30/23	GADES SALES CO, INC			
E 014-000-521135		TRAFFIC SIGNAL MAINT	\$1,112.00	0085813-IN	STOCK FOR EMERGENCY STOP LIGHT REPAIRS
		Total	\$1,112.00		
36861	12/30/23	INDEPENDENT SALT COMPANY			
E 001-004-521170		SNOW CONTROL SUPPL	\$749.51	0182787-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$1,259.06	0182955-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$1,896.99	0183010-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$702.11	0183057-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$1,266.96	0183150-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$1,273.88	183211-IN	STREET SALT
E 001-004-521170		SNOW CONTROL SUPPL	\$638.91	183273-IN	STREET SALT
		Total	\$7,787.42		
36862	12/30/23	LINDER ELECTRIC			
E 002-023-520670		WELL MAINTENANCE	\$4,761.25	210271	WELL #16 VFD
		Total	\$4,761.25		
36863	12/30/23	LUMBER HOUSE TRUE VALUE			
E 001-003-520610		BUILDING MAINTENANC	\$18.58	2308-121631	BIG BAG FLY TRAP
		Total	\$18.58		
36864	12/30/23	NATIONAL SIGN CO., INC			
E 001-004-521130		SIGNS MAINTENANCE	\$1,207.29	IN-206000	SIGN POSTS
		Total	\$1,207.29		
36865	12/30/23	OCCCK INC.			
E 001-001-520865		LOCAL MATCH (Transpor	\$15,500.00	2023-Q3	QTRLY LOCAL MATCH OCT-DEC 2023

CITY OF ABILENE

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Batch: 123023PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520865		LOCAL MATCH (Transpor	\$1,380.00	2023-Q3	SENIOR CENTER QTRLY OCT-DEC 2023
		Total	\$16,880.00		
36866	12/30/23	ROADSAFE TRAFFIC SYSTEMS			
E 001-004-520970		MISCELLANEOUS SERVI	\$6,500.00	196224	AB W/CHARGER
		Total	\$6,500.00		
36867	12/30/23	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	\$368.99	S100243219.	CORP STOP
E 002-022-520661		WATER LINE MAINTENA	\$316.71	S100255907.	REPAIR CLAIMS
		Total	\$685.70		
36868	12/30/23	UTILITY HELPNET, INC			
E 002-023-520620		EQUIPMENT REP & MAI	\$1,422.90	4546	WTP TECHNICAL SUPPORT
		Total	\$1,422.90		
36869	12/30/23	VISA - UMB MUNICIPAL COURT			
E 001-012-521010		OFFICE SUPPLIES	\$47.90	STM 010224	CHRISTMAS PARTY SUPPLIES
E 001-012-520270		TRAINING	\$12.61	STM 010224	MEAL @ TRAINING IN SALINA
E 001-002-530719		POLICE DEPT DONATIO	\$45.84	STM 010224	ADOPTED FAMILY GIFTS
E 001-002-530719		POLICE DEPT DONATIO	\$83.19	STM 010224	ADOPTED FAMILY GIFTS
E 001-002-530719		POLICE DEPT DONATIO	\$32.79	STM 010224	ADOPTED FAMILY GIFTS
		Total	\$222.33		
36870	12/30/23	VISA - UMB PARKS			
E 015-153-522900		SPECIAL EVENTS	\$77.89	STM 010223	SPECIAL EVENTS
E 015-152-521050		CONCESSION SUPPLIE	\$349.26	STM 010223	CONCESSION SUPPLIES
E 001-007-520620		EQUIPMENT REP & MAI	\$17.78	STM 010223	CHLORINATOR REPAIR
E 015-152-520270		TRAINING	\$156.79	STM 010223	STAFF TRAINING
E 001-006-521160		LAWN & GARDEN SUPP	\$11.49	STM 010223	IRRIGATION DRIP SYSTEM PINS
E 001-006-521080		TOOLS & MINOR EQUIP	\$234.98	STM 010223	NEW 8' LADDER
E 001-006-521040		JANITOR SUPPLIES	\$14.38	STM 010223	BAGS
E 015-157-521040		JANITOR SUPPLIES	\$464.25	STM 010223	TOILET PAPER, PAPTER TOWELS, CLEANING SUPPLIES
E 008-000-530365		FRIENDS OF THE PARK	\$295.75	STM 010223	ZEY MEMORIAL PLAQUE
E 015-152-520270		TRAINING	\$90.99	STM 010223	STAFF MEETING
E 001-006-521040		JANITOR SUPPLIES	\$25.11	STM 010223	JANITORIAL SUPPLIES
E 001-006-521160		LAWN & GARDEN SUPP	\$39.99	STM 010223	DRIP IRRIGATION TUBING
E 015-152-523443		POOL SUPPLIES	\$8.73	STM 010223	SWIM LESSON SUPPLIES
E 001-006-520610		BUILDING MAINTENANC	\$36.97	STM 010223	GREENHOUSE WORK
E 001-006-521040		JANITOR SUPPLIES	\$57.75	STM 010223	JANITORIAL SUPPLIES
E 001-006-521160		LAWN & GARDEN SUPP	\$88.95	STM 010223	DRIP IRRIGATION SUPPLIES
E 001-006-520610		BUILDING MAINTENANC	\$15.48	STM 010223	FIX WINDOW
E 015-153-521050		CONCESSION SUPPLIE	\$5.55	STM 010223	CONCESSION SUPPLIES
E 015-152-521050		CONCESSION SUPPLIE	\$507.92	STM 010223	POOL CONCESSION SUPPLIES
E 015-153-522300		YOUTH SPORTS SUPPLI	\$159.00	STM 010223	AED PACKS
E 015-152-523443		POOL SUPPLIES	\$38.60	STM 010223	BUG SPRAY FOR POOL
E 015-157-521040		JANITOR SUPPLIES	\$37.95	STM 010223	DISPOSABLE GLOVES
E 001-006-521210		BALL PARK SUPPLIES/R	\$11.21	STM 010223	IRRIGATION REPAIR
E 001-006-521210		BALL PARK SUPPLIES/R	\$32.75	STM 010223	IRRIGATION REPAIR

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Batch: 123023PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520620		EQUIPMENT REP & MAI	\$71.44	STM 010223	MOWER TIRE
E 015-157-520610		BUILDING MAINTENANC	\$80.00	STM 010223	BOILER INSPECTION
E 001-006-521210		BALL PARK SUPPLIES/R	\$51.19	STM 010223	NEW BOARDS FOR DUGOUTS @ COMPLEX
E 001-006-520610		BUILDING MAINTENANC	\$48.06	STM 010223	PAINT FOR OLD SHOP
E 001-006-520620		EQUIPMENT REP & MAI	\$12.14	STM 010223	T VALVE FOR SPRAYER
E 001-006-521160		LAWN & GARDEN SUPP	\$19.37	STM 010223	GARDEN SUPPLY MISC
E 015-152-520270		TRAINING	\$112.49	STM 010223	STAFF TRAINING
E 015-151-521045		OFFICE EQUIPMENT	\$146.99	STM 010223	TABLET FOR OFFICE
E 015-153-521050		CONCESSION SUPPLIE	\$134.44	STM 010223	CONCESSIONS
E 015-151-520970		MISCELLANEOUS SERVI	\$6.24	STM 010223	HAND & DISH SOAP FOR KITCHEN
E 001-006-520610		BUILDING MAINTENANC	\$5.99	STM 010223	SPRAY PAINT FOR POST
E 001-006-520620		EQUIPMENT REP & MAI	\$12.99	STM 010223	OIL MIX FOR 2 CYCLE FUEL
E 001-006-520620		EQUIPMENT REP & MAI	\$49.00	STM 010223	TRIMMER & EDGER STRING
E 001-006-520620		EQUIPMENT REP & MAI	\$281.55	STM 010223	AIR FILTER ASSEMBLY FOR MOWER
E 001-006-520600		VEHICLE EXPENSES	\$19.23	STM 010223	REAPIR/CLEANING PICKUPS
E 015-151-520120		MEDICAL SUPPLIES	\$51.45	STM 010223	AED BATTERIES
E 001-006-520620		EQUIPMENT REP & MAI	\$7.59	STM 010223	GARDEN HOSE REPAIR
E 008-000-530365		FRIENDS OF THE PARK	\$26.98	STM 010223	TIERED FOUNTAIN VACUUM
E 001-006-520610		BUILDING MAINTENANC	\$25.99	STM 010223	NEW WALL GFCI
E 001-006-520600		VEHICLE EXPENSES	\$233.60	STM 010223	NEW WINDSHIELD
E 001-007-520620		EQUIPMENT REP & MAI	\$5.96	STM 010223	CAPACITOR FOR SLIDE MOTOR
E 001-006-520620		EQUIPMENT REP & MAI	\$57.72	STM 010223	REPAIR OF CHAINSAW & BLOWER
E 001-006-520620		EQUIPMENT REP & MAI	\$179.90	STM 010223	NEW NOZZLES, STRAINERS FOR SPRAYER
E 001-006-521160		LAWN & GARDEN SUPP	\$38.98	STM 010223	DOG & CAT REPELLENT
E 015-151-520430		FIDELITY BONDS	\$105.00	STM 010223	PARKS & REC DIRECTOR
E 015-152-521050		CONCESSION SUPPLIE	\$196.74	STM 010223	CONCESSIONS
E 015-153-522900		SPECIAL EVENTS	\$21.96	STM 010223	JUICE FOR BREAKFAST W/SANTA
E 015-157-521040		JANITOR SUPPLIES	\$56.50	STM 010223	JANITOR SUPPLIES
E 001-013-521040		JANITOR SUPPLIES	\$141.08	STM 010223	JANITOR SUPPLIES
E 001-006-520600		VEHICLE EXPENSES	\$25.24	STM 010223	TIRE REPAIR ON TRUCK
E 001-006-520610		BUILDING MAINTENANC	\$17.96	STM 010223	PICNIC TABLE REPAIR
E 015-157-520610		BUILDING MAINTENANC	\$21.48	STM 010223	LUBE FOR B BALL GOALS
E 001-006-521160		LAWN & GARDEN SUPP	\$41.97	STM 010223	TREE WRAP FOR MAPLE TREES
E 008-000-530365		FRIENDS OF THE PARK	\$11.07	STM 010223	LUMBER FOR MEMORIAL BENCHES
E 001-006-521010		OFFICE SUPPLIES	\$50.62	STM 010223	INK
E 015-153-522900		SPECIAL EVENTS	\$240.00	STM 010223	PAPER & ENVELOPES FOR SANTA
E 001-006-521010		OFFICE SUPPLIES	\$19.99	STM 010223	INK
E 001-013-521040		JANITOR SUPPLIES	\$30.28	STM 010223	JANITOR SUPPLIES
E 008-000-530365		FRIENDS OF THE PARK	\$23.04	STM 010223	ANCHORS FOR BENCHES
E 001-006-521160		LAWN & GARDEN SUPP	\$8.99	STM 010223	LOCK REPAIR
E 001-006-521160		LAWN & GARDEN SUPP	\$10.99	STM 010223	NEW LOCK
E 001-006-521160		LAWN & GARDEN SUPP	(\$10.99)	STM 010223	LOCK RETURN
E 015-153-522900		SPECIAL EVENTS	\$29.80	STM 010223	CHRISTMAS SPECIAL EVENT
E 015-151-520270		TRAINING	\$50.00	STM 010223	EMPLOYEE CHRISTMAS PARTY
E 015-153-522900		SPECIAL EVENTS	\$33.40	STM 010223	CHRISTMAS SPECIAL EVENT
E 015-151-520270		TRAINING	\$50.00	STM 010223	EMPLOYEE CHRISTMAS PARTY
E 015-151-520270		TRAINING	\$100.00	STM 010223	EMPLOYEE CHRISTMAS PARTY 2 GIFT CARDS
E 015-157-520610		BUILDING MAINTENANC	\$82.96	STM 010223	SHADE @ COMMUNITY CENTER
E 015-153-530331		FIELD IMPROVEMENTS	\$200.00	STM 010223	PORT-A-POTTY

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-520610		BUILDING MAINTENANC	\$1,644.00	STM 010223	BATHROOM VANITIES, ICE MAKER
E 001-006-521080		TOOLS & MINOR EQUIP	\$14.99	STM 010223	SAW BLADE
E 001-006-520270		TRAINING	\$16.00	STM 010223	STUDY BOOKS FOR PESTICIDE TEST
E 015-153-521041		CLINICS / NYSCA	\$300.00	STM 010223	COACHING BACKGROUND CHECK
E 015-152-523443		POOL SUPPLIES	\$240.66	STM 010223	JANITORIAL SUPPLIES
E 001-006-521160		LAWN & GARDEN SUPP	\$39.58	STM 010223	COMMERCIAL BATTERY HOT GLUE GUN
E 015-151-520270		TRAINING	\$385.00	STM 010223	CONFERENCE
Total			\$8,657.12		
36871	12/30/23	VISA - UMB POLICE DEPT			
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH 12
E 001-002-521150		UNIFORMS & ALTERATI	\$138.59	STM 010224	CLOTHING EXPENSE
E 001-002-521010		OFFICE SUPPLIES	\$38.99	STM 010224	SIGN HOLDERS
E 001-002-521081		EVIDENCE EQUIP / SUP	\$78.90	STM 010224	REMOTE ID FOR DRONE
E 001-002-520600		VEHICLE EXPENSES	\$70.00	STM 010224	REPLACEMENT MOUNT CAR COMPUTER
E 001-002-521010		OFFICE SUPPLIES	\$163.83	STM 010224	DOOR WEDGE, ENVELOPES, CALENDARS, MAGNIFYING GLASS
E 001-002-520270		TRAINING	\$6.00	STM 010224	MEAL @ TRAINING
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH 4
E 001-002-521040		JANITOR SUPPLIES	\$36.60	STM 010224	WATER FOR OFFICE
E 001-002-530390		POLICE EQUIPMENT	\$37.59	STM 010224	MOUNT TO REPLACE MOUNT THAT DIDN'T WORK
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH
E 001-002-520930		K9 EQUIPMENT MAINTEN	\$150.00	STM 010224	K9 TRAINING AIDS
E 001-002-520600		VEHICLE EXPENSES	\$12.00	STM 010224	CAR WASH 9
E 001-002-530719		POLICE DEPT DONATIO	\$49.96	STM 010224	ADOPTED FAMILY GIFT
E 001-002-521040		JANITOR SUPPLIES	\$50.00	STM 010224	XMAS GIFT CARD WILKENS ACRES
E 001-002-521040		JANITOR SUPPLIES	\$50.00	STM 010224	XMAS GIFT CARD LUMBER HOUSE
E 001-002-521040		JANITOR SUPPLIES	\$27.98	STM 010224	SHOP TOWELS
E 001-002-521040		JANITOR SUPPLIES	(\$34.10)	STM 010224	REFUND SHOP TOWELS
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 010224	CAR WASH
E 001-002-521040		JANITOR SUPPLIES	\$50.00	STM 010224	XMAS GIFT CARD CYPRESS BRIDGE
E 001-002-521040		JANITOR SUPPLIES	\$50.00	STM 010224	XMAS GIFT CARD M & R GRILL
E 001-002-521040		JANITOR SUPPLIES	\$51.75	STM 010224	XMAS GIFT CARD MIDWEST MEATS
E 001-002-520600		VEHICLE EXPENSES	\$12.00	STM 010224	CAR WASH 1
E 001-002-530390		POLICE EQUIPMENT	\$6.05	STM 010224	CAR 2 BOLTS FOR COMPUTER MOUNT
E 001-002-530390		POLICE EQUIPMENT	\$31.95	STM 010224	MOUNT FOR CAR COMPUTER
E 001-002-521010		OFFICE SUPPLIES	\$20.98	STM 010224	PLACARD MOUNTING HARDWARE
E 001-002-530719		POLICE DEPT DONATIO	\$74.33	STM 010224	ADOPTED FAMILY GIFT
E 001-002-530719		POLICE DEPT DONATIO	\$140.91	STM 010224	EVER CHRISTMAS GIFT-SHOES, JOGGERS & HOODIE
E 001-002-530719		POLICE DEPT DONATIO	\$67.57	STM 010224	ADOPTED FAMILY GIFT
E 001-002-530719		POLICE DEPT DONATIO	\$69.75	STM 010224	COMMUNITY FUND FOR CHRISTMAS
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH
E 001-002-521010		OFFICE SUPPLIES	\$75.93	STM 010224	30 FLASH DRIVES
E 001-002-521010		OFFICE SUPPLIES	\$76.04	STM 010224	DESKTOP HOLDER, COFFEE CUPS, CLIP HOLD, CORRECTION TAPE
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH 4
E 001-002-521010		OFFICE SUPPLIES	\$89.43	STM 010224	10 PACK 32GB ZIP DRIVE
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 010224	CAR WASH
		Total	\$1,826.03		
36872	12/30/23	WICHITA STATE UNIVERSITY			
E 015-158-530260		SPECIAL PROJECTS	\$4,500.00	PPMC24103	AB. SPORTS COMPLEX FEASIBILTY STUDY
E 001-001-520260		SPECIAL PROJECTS	\$7,750.00	PPMC24103	AB. SPORTS COMPLEX FEASIBILTY STUDY
		Total	\$12,250.00		
		002000	\$89,222.00		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$71,508.77
002 WATER FUND	\$6,869.85
008 SPECIAL PARKS & REC	\$356.84
014 SPECIAL STREET FUND	\$1,444.50
015 RECREATION COMMISSION	\$9,042.04
	\$89,222.00

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Checks 36846

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36846	01/26/24	SMITH, JEDEDIAH J.			
	E 015-153-522900	SPECIAL EVENTS	\$400.00	2032024	FATHER/DAUGHTER DANCE
		Total	\$400.00		
		002000	\$400.00		

Fund Summary

002000 Astra Bank checking		
015 RECREATION COMMISSION		\$400.00
		\$400.00

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Batch: MANUAL0130241

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36848	01/30/24	DOWNTOWN DANCE LLC			
E 015-156-523331		DANCE/TUMBLING	\$540.00	STM 012924	MONTHLY REG FEES - TUMBLING
		Total	\$540.00		
36849	01/30/24	WINTERS, MACY			
E 015-156-523331		DANCE/TUMBLING	\$432.00	STM 012924	MONTHLY REG FEES DANCE
		Total	\$432.00		
		002000	\$972.00		

Fund Summary

002000 Astra Bank checking	
015 RECREATION COMMISSION	\$972.00
	\$972.00

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Batch: 021224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36873	02/12/24	AAKC			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$50.00	INV 011124	2024 MEMBERSHIP DUES KELLIE OLSON
E 001-004-520270		TRAINING	\$50.00	STM 020624	SPRING CONF - HIATT
E 002-022-520270		TRAINING	\$50.00	STM 020624	SPRING CONF - HIATT
E 004-041-520270		TRAINING	\$50.00	STM 020624	SPRING CONF - HIATT
		Total	\$200.00		
36874	02/12/24	ABILENE PUBLIC LIBRARY			
E 011-000-520790		DISTRIBUTIONS	\$320,884.39	STM 011924	JANUARY 2024 DISBURSEMENT
		Total	\$320,884.39		
36875	02/12/24	ABILENE REFLECTOR-CHRONICLE			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$12.67	279237	WATER/SEWER RATE INCREASE ORD 24-3442
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$12.67	279237	WATER/SEWER RATE INCREASE ORD 24-3442
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$12.66	279237	WATER/SEWER RATE INCREASE ORD 24-3442
E 001-001-520320		PRINTING & ADVERTISI	\$55.00	279538	FLOODPLAIN MGNT PUBLIC HEARING NOTICE
E 001-008-520260		SPECIAL PROJECTS	\$148.05	279540	ORD 24-3443 APPROVING COMP PLAN 2024-2045
		Total	\$241.05		
36876	02/12/24	ABILENE RENT-ALL & SALES, INC			
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$18.33	76997	PROPANE
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$95.16	77085	PROPANE
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$46.02	77126	PROPANE FOR COLD PATCH
		Total	\$159.51		
36877	02/12/24	ABILENE TERMITE & PEST CO			
E 015-157-520610		BUILDING MAINTENANC	\$230.00	10279	QTRLY SERVICE @ CC
E 001-004-520610		BUILDING MAINTENANC	\$95.00	10475	PEST CONTROL - YARD
E 001-015-520710		CIVIC CENTER MAINTEN	\$90.00	10682	MONTHLY PEST CONTROL
		Total	\$415.00		
36878	02/12/24	ALCOHOLIC BEVERAGE CONTROL			
E 001-001-520970		MISCELLANEOUS SERVI	\$400.00	STM 020124	CMB STAMPS JANUARY 2024
		Total	\$400.00		
36879	02/12/24	AXON ENTERPRISE, INC			
E 001-002-520705		SOFTWARE SUBSCRIPT	\$16,181.27	INUS214597	BODY WORN CAMERA BUNDLE
		Total	\$16,181.27		
36880	02/12/24	BIZ SWAG			
E 001-002-521150		UNIFORMS & ALTERATI	\$216.00	2615	6 SWEATSHIRTS
		Total	\$216.00		
36881	02/12/24	BOYD EXCAVATING INC			
E 005-000-530260		SPECIAL PROJECTS	\$1,685.00	5302	REMOVE TREE STUMPS
E 005-000-520642		RUNWAY REPAIRS & M	\$2,200.00	5303	SNOW REMOVAL
		Total	\$3,885.00		
36882	02/12/24	BRIANS PLUMBING INC			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-520610		BUILDING MAINTENANC	\$45.00	7628	ESTIMATE FOR NEW HYDRANT
		Total	\$45.00		
36883	02/12/24	BRIERTON ENGINEERING, INC			
E 001-004-521170		SNOW CONTROL SUPPL	\$36.00	6320	BRINE TANK
		Total	\$36.00		
36884	02/12/24	CASCO INDUSTRIES			
E 001-003-521231		FIRE EQUIPMENT	\$953.00	258748	FIRE NOZZLE & TIPS
E 001-003-521231		FIRE EQUIPMENT	\$379.00	258814	CALIBRATION GAS
		Total	\$1,332.00		
36885	02/12/24	CATLETT AUTOMOTIVE INC			
E 001-004-520620		EQUIPMENT REP & MAI	\$2.05	167840	RUBBER GROMMET
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$27.38	168254	DIESEL FUEL PUMP
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$9.75	168254	DIESEL TREATMENT
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$115.39	168293	ANTIFREEZE
E 001-004-520620		EQUIPMENT REP & MAI	\$5.19	168325	WIPRE BLADE #08C
E 001-004-520610		BUILDING MAINTENANC	\$42.40	168530	AIR COMPRESSOR REPAIR
E 001-004-520610		BUILDING MAINTENANC	\$8.71	168638	AIR COMPRESSOR REPAIR
E 001-004-520610		BUILDING MAINTENANC	\$7.34	168958	AIR COMPRESSOR REPAIR
E 001-004-520620		EQUIPMENT REP & MAI	\$22.66	169220	LIGHT BULB
E 001-001-520620		EQUIPMENT REP & MAI	\$6.78	169231	WIPER BLADES FOR FMS TRUCK
E 004-041-520620		EQUIPMENT REP & MAI	\$64.05	169671	HYDRAULIC FLUID
		Total	\$311.70		
36886	02/12/24	CED - RENSENHOUSE			
E 004-043-520610		BUILDING MAINTENANC	\$316.63	6665-111013	HEATER @ WWTP
		Total	\$316.63		
36887	02/12/24	CINTAS			
E 001-004-521140		FIRST AID & MEDICAL S	\$80.58	5193837773	1ST AID CABINET @ YARD
E 004-042-521140		FIRST AID & MEDICAL S	\$32.81	5193837774	1ST AID CABINET @ YARD
		Total	\$113.39		
36888	02/12/24	KLEEMAN, LARRY			
E 001-001-520700		RENT-CONTRACTS-MAI	\$500.00	1717	2024 ANNUAL FEE UP-TO-DATE CODES
E 002-024-520700		RENT-CONTRACTS-MAI	\$500.00	1717	2024 ANNUAL FEE UP-TO-DATE CODES
E 004-043-520700		RENT-CONTRACTS-MAI	\$500.00	1717	2024 ANNUAL FEE UP-TO-DATE CODES
		Total	\$1,500.00		
36889	02/12/24	CONSOLIDATED WATER SOLUTIONS			
E 002-023-521030		CHEMICALS	\$7,920.00	28184	CHEMICALS
		Total	\$7,920.00		
36890	02/12/24	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$200.00	STM 013124	JAN 2024 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$200.00	STM 013124	JAN 2024 CLEANING
E 001-008-520610		BUILDING MAINTENANC	\$200.00	STM 013124	JAN 2024 CLEANING
E 001-013-521260		CONTRACT LABOR	\$900.00	STM 013124	JAN 2024 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$800.00	STM 013124	JAN 2024 CLEANING

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-024-520610		BUILDING MAINTENANC	\$200.00	STM 013124	JAN 2024 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$200.00	STM 013124	JAN 2024 CLEANING
		Total	\$2,700.00		
36891	02/12/24	CORE & MAIN			
E 002-022-520700		RENT-CONTRACTS-MAI	\$15,830.84	U203724	ANNUAL FEES
		Total	\$15,830.84		
36892	02/12/24	DC MEDIA LLC			
E 013-131-520740		PROMOTION, ADS, MAR	\$859.00	178	HOSTED TRAVEL MEDIA
		Total	\$859.00		
36893	02/12/24	DK CTY ADMINISTRATION			
E 015-157-520610		BUILDING MAINTENANC	\$120.00	1954	2024 ALARM MONITORING FEE @ SC
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$163.28	1965	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$2,030.17	1966	DIESEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$723.83	1966	DIESEL
		Total	\$3,037.28		
36894	02/12/24	DK CTY REGISTER OF DEEDS			
E 005-000-530260		SPECIAL PROJECTS	\$514.00	STM 020624	FILE GRANT APPLICATION W/FAA
		Total	\$514.00		
36895	02/12/24	DK CTY SHERIFF			
E 001-012-520960		PRISONER CARE	\$585.00	STM 013124	JAN 2024 PRISONER CARE
		Total	\$585.00		
36896	02/12/24	DON'S TIRE & SUPPLY			
E 002-022-520600		VEHICLE EXPENSES	\$21.00	289232	TIRE REPAIR
		Total	\$21.00		
36897	02/12/24	WONDERWARE INC			
E 002-024-520782		E-BILL FEES	\$624.10	INV-24122	JAN 2024 CC PROCESSING FEES
E 004-043-520782		E-BILL FEES	\$624.10	INV-24122	JAN 2024 CC PROCESSING FEES
		Total	\$1,248.20		
36898	02/12/24	EMPOWER FAMILY HEALTH AMERICAL LC			
E 001-001-510290		EMPLOYER CONTRB TO	\$178.70	INV 011724	JAN 2024 ADMIN & MONTHLY COMPLIANCE FEES
		Total	\$178.70		
36899	02/12/24	EPITOME ENTERPRISES			
E 001-001-520700		RENT-CONTRACTS-MAI	\$2,000.00	1149	FEB 2024 LEGISLATIVE MONITORING SERVICES
		Total	\$2,000.00		
36900	02/12/24	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$57.35	1219189162	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$23.53	1247021166	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$93.11	1264060667	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$41.59	1702117183	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.81	1717190452	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-006-520510		ELECTRIC SERVICE	\$228.41	1758193262	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	1904884672	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$77.17	1906689737	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$61.08	2021258017	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,714.27	246831701	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$52.29	2549851829	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.00	2650162371	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$220.06	2791000927	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$83.32	288914741	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$23.43	30783521	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$23.43	30783521	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$23.43	30783521	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$23.43	30783521	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$28.65	3082543925	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	3413762565	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$628.66	3413870642	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$27.27	3443600738	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$27.27	3443600738	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$27.27	3443600738	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$27.27	3443600738	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	3740342691	ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,613.17	3933636584	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$114.93	416675959	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$32.28	4212846087	ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$42.94	4288064106	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	4554030512	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$58.22	4867778321	ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$181.62	4898116762	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$181.62	4898116762	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$181.62	4898116762	ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$181.62	4898116762	ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$181.63	4898116762	ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	\$181.63	4898116762	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$12.79	5054322132	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$42.77	5516010740	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	5751904663	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$40.79	5964839866	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$36.00	6023481527	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$84.89	6046634008	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$84.89	6046634008	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$84.89	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$84.88	6046634008	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$63.82	6177125769	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$62.96	6392647180	ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$355.19	6409144687	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$348.16	6495096418	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$669.00	6524781973	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$26.81	661408984	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.81	678816549	ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520510		ELECTRIC SERVICE	\$39.03	6955064227	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$113.00	6986074708	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$52.71	7000718326	ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$460.65	7064307381	ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$266.86	7288502631	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$354.19	7415927166	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	7484828978	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.66	7576542461	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$5,666.43	771952302	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$75.34	7850192618	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$133.69	786713586	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,417.74	7868072027	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$34.59	7954110285	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$27.42	7992075847	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$41.86	7993583651	ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$25,794.89	8139961807	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$135.06	8163245625	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$13.31	8181824446	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,777.16	8186660933	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$308.05	855312560	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$252.82	8623625247	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$757.47	8631656121	ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$245.89	8724162661	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$17.02	8745617303	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$51.80	8813700102	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.64	8966692659	ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$26.91	9031558905	ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$17.16	9053666773	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$24.09	9348861379	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$47.83	950991929	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,633.98	9659465165	ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$10.60	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$10.60	9946085408	ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$10.59	9946085408	ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$10.59	9946085408	ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$418.70	9960246323	ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$43.60	9994690522	ELECTRIC SERVICE
Total			\$58,936.80		
36901	02/12/24	FELD FIRE			
E 001-003-521231		FIRE EQUIPMENT	\$405.40	0433995-IN	REGULATOR REPAIR ON CONFINED SPACE PACKS
Total			\$405.40		
36902	02/12/24	FLOCK SAFETY			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$9,245.21	INV-30338	FLOCK SAFETY SERVICE
Total			\$9,245.21		
36903	02/12/24	GALLS, LLC			
E 001-002-521150		UNIFORMS & ALTERATI	\$68.86	5292964	CLOTHING

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$68.86		
36904	02/12/24	GIFTS GALORE			
E 015-153-522900		SPECIAL EVENTS	\$1,112.00	39445	EASTER EGG HUNT
Total			\$1,112.00		
36905	02/12/24	GUFFEY PROPERTIES, LLC			
E 038-000-540610		CID SALES TAX	\$2,332.93	STM 021224	CID FAMILY DOLLAR LESS 2% ADMIN FEE - DEC 2023
Total			\$2,332.93		
36906	02/12/24	HACH COMPANY			
E 002-023-520210		LAB ANALYSIS & EQUIP	\$2,966.20	13873917	CHEMICALS
E 002-023-520210		LAB ANALYSIS & EQUIP	\$75.75	13879571	CHEMICALS
E 002-023-520210		LAB ANALYSIS & EQUIP	\$866.40	13893174	CHEMICALS
Total			\$3,908.35		
36907	02/12/24	HAMM, INC			
E 002-022-520640		STREET REPAIRS	\$1,416.95	561738	ROCK WATERLINE BACKFILL
Total			\$1,416.95		
36908	02/12/24	HENDERSON, KEENAN BREEZE			
E 050-000-520290		COURT BOND REFUND	\$160.00	STM 002122	REFUND BAIL 60187-1
Total			\$160.00		
36909	02/12/24	BRAD HOMMAN			
E 001-015-520710		CIVIC CENTER MAINTEN	\$157.00	9230	SECURITY SYSTEM
E 015-157-530260		SPECIAL PROJECTS	\$7,286.50	9237	NEW CAMERA SYSTEM @ CC
Total			\$7,443.50		
36910	02/12/24	IACP			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$190.00	0313993	2024 MEMBERSHIP FEES
Total			\$190.00		
36911	02/12/24	IMAGE QUEST			
E 001-002-520700		RENT-CONTRACTS-MAI	\$63.86	IN4975956	COPIER OVERAGE CHARGE 10/22-1/21/24
E 015-151-521045		OFFICE EQUIPMENT	\$17.28	IN4981877	COPIER CONTRACT CHARGE 12/25/23-1/24/24
E 001-001-520700		RENT-CONTRACTS-MAI	\$152.14	IN4982131	COPIER CONTRACT OVERAGE CHARGE 12/25/23-1/24/24
E 004-041-521010		OFFICE SUPPLIES	\$11.50	IN4986198	COPIES
E 001-001-520700		RENT-CONTRACTS-MAI	\$37.58	IN4988765	MAINT FEE 3 HP PRINTERS 1/28-2/27/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$37.58	IN4988765	MAINT FEE 3 HP PRINTERS 1/28-2/27/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$37.58	IN4988765	MAINT FEE 3 HP PRINTERS 1/28-2/27/24
E 013-131-521045		OFFICE EQUIPMENT	\$11.50	IN4999790	JANUARY COPIES
Total			\$369.02		
36912	02/12/24	JERRY A. MILLER			
E 005-000-520141		AWOS	\$425.00	STM 021824	FEB 2024 AWOS
Total			\$425.00		
36913	02/12/24	JOHN'S SERVICE			
E 001-002-520600		VEHICLE EXPENSES	\$180.00	56874	TOW 23 DODGE DURANGO

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$180.00		
36914	02/12/24	KANSAS GAS SERVICE			
E 003-000-520509		GAS SERVICE	\$718.23	51072362220	GAS SERVICE RECYCLING
E 001-015-520509		GAS SERVICE	\$728.77	STM 020124	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$352.86	STM 020124	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$1,751.86	STM 020124	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$1,131.43	STM 020124	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$224.08	STM 020124	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 001-008-520509		GAS SERVICE	\$316.47	STM 020124	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$60.52	STM 020124	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$60.52	STM 020124	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$60.53	STM 020124	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$450.85	STM 020124	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$450.85	STM 020124	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$450.85	STM 020124	GAS SERVICE
Total			\$8,340.17		
36915	02/12/24	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520970		MISCELLANEOUS SERVI	\$42.00	4010132	JANUARY LOCATES
Total			\$42.00		
36916	02/12/24	KS I-70 ASSOCIATION			
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$3,000.00	2058	YEARLY MEMBERSHIP DUES & MARKETING
Total			\$3,000.00		
36917	02/12/24	KS TREASURER			
E 001-012-520810		STATE FEES	\$1,539.83	STM 02024	STATE COURT FEES JAND 2024
Total			\$1,539.83		
36918	02/12/24	LEAGUE KS MUNICIPALITIES			
E 001-001-521010		OFFICE SUPPLIES	\$37.06	8288	GUIDE TO KS OPEN MEETINGS ACT, 2021 CITY OFFICIALS MANUAL W/2023 SUPPLEMENT
E 002-024-521010		OFFICE SUPPLIES	\$37.06	8288	GUIDE TO KS OPEN MEETINGS ACT, 2021 CITY OFFICIALS MANUAL W/2023 SUPPLEMENT
E 004-043-521010		OFFICE SUPPLIES	\$37.05	8288	GUIDE TO KS OPEN MEETINGS ACT, 2021 CITY OFFICIALS MANUAL W/2023 SUPPLEMENT
Total			\$111.17		
36919	02/12/24	LEGACY KANSAS, LLC			
E 038-000-540610		CID SALES TAX	\$106.99	STM 021224	CID LEGACY KS LESS 2% ADMIN FEE - DEC 2023
Total			\$106.99		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36920	02/12/24	LINK MEDIA OUTDOOR			
E 013-131-520721		SIGN ADVERTISING	\$1,915.00	490424	6 BOARDS FEB. RENT
		Total	\$1,915.00		
36921	02/12/24	LUMBER HOUSE TRUE VALUE			
E 001-004-521170		SNOW CONTROL SUPPL	\$134.10	2401-161406	LUMBER FOR BRINE TANK
E 001-004-521170		SNOW CONTROL SUPPL	\$14.78	2401-162634	SNOW SHOVELS
E 002-022-520600		VEHICLE EXPENSES	\$38.08	2401-162639	2 X 4, SNOW SHOVEL
E 004-042-520610		BUILDING MAINTENANC	\$34.99	2401-162676	HEAT TAPE FOR OUTDOOR VALVE BOX
E 001-004-521130		SIGNS MAINTENANCE	\$32.40	2401-163613	WOOD FOR SIGNS @ MCDONALD'S
E 002-022-520970		MISCELLANEOUS SERVI	\$21.99	2401-163825	D BATTERIES
E 001-003-520610		BUILDING MAINTENANC	\$7.58	2401-164093	PIPE CLAMP WATER HEATER REPAIR
E 001-001-521010		OFFICE SUPPLIES	\$68.97	2401-164094	CABLE SUPPLIES
E 001-003-520610		BUILDING MAINTENANC	\$106.79	2401-164179	FLUE VENT PIPE FOR WATER HEATER & OTHER MATERIALS
E 001-001-520610		BUILDING MAINTENANC	\$3.73	2402-165266	LT THIMBLE/CABLE REEL
E 002-024-520610		BUILDING MAINTENANC	\$3.73	2402-165266	LT THIMBLE/CABLE REEL
E 004-043-520610		BUILDING MAINTENANC	\$3.72	2402-165266	LT THIMBLE/CABLE REEL
E 001-003-520610		BUILDING MAINTENANC	\$19.98	2402-165267	BALL VALVE
E 001-004-520620		EQUIPMENT REP & MAI	\$92.99	JOB 9	PROPANE TORCH
		Total	\$583.83		
36922	02/12/24	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$10,256.00	STM 021224	CID ROSEROCK LESS 2% ADMIN FEE - DEC 2023
		Total	\$10,256.00		
36923	02/12/24	MIDWEST CONCRETE MATERIALS			
E 002-022-520640		STREET REPAIRS	\$968.00	646064	FLOWABLE FILL BROADWAY
E 002-022-520640		STREET REPAIRS	\$421.25	646244	STREET REPAIR 317 BROADWAY & N CEDAR
E 003-000-520620		EQUIPMENT REP & MAI	\$421.25	646244	COMPOST TURNER
		Total	\$1,810.50		
36924	02/12/24	MULLEN, DAVID			
E 015-151-520270		TRAINING	\$125.76	STM 020124	MILEAGE
		Total	\$125.76		
36925	02/12/24	NAGELY, HANNA			
E 015-153-520780		REFUND EXPENSE	\$22.50	64874750	REFUND TUMBLING
E 015-153-520780		REFUND EXPENSE	\$180.00	64875018	REFUND TUMBLING
		Total	\$202.50		
36926	02/12/24	NARAYAN, INC			
E 038-000-540610		CID SALES TAX	\$169.87	STM 021224	CID HOLIDAY I LESS 2% ADMIN FEE - DEC 2023
		Total	\$169.87		
36927	02/12/24	NEX-TECH			
E 037-000-530230		STREET PROJECTS - C.I	\$16,811.78	RAW-49262	14TH ST. IMPROVEMENT PROJECT USD 435 FIBER LINES
		Total	\$16,811.78		
36928	02/12/24	NEX-TECH RURAL TELEPHONE			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-520520		TELEPHONE / INTERNE	\$57.20	STM 020124	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$110.90	STM 020124	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$114.40	STM 020124	PHONE SERVICE
		Total	\$282.50		
36929	02/12/24	NORTH CENTRAL KS TOURISM COUNCIL			
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$50.00	STM 012624	2024 DUES
		Total	\$50.00		
36930	02/12/24	OLSSON			
E 014-000-520140		ENGINEERING	\$7,456.84	483770	GENERAL ENGINEERING KDOT MEETING, RACKETS DRT MEETING, RUAL HISTORICAL RENOVATION PLANS, 14TH & VAN BUREN
E 014-000-531190		CCLIP	\$3,197.20	483772	KDOT CCLIP PROJECT
E 008-000-530260		SPECIAL PROJECTS	\$2,000.00	483794	TENNIS COURT PARKING
E 005-000-520260		SPECIAL PROJECTS	\$14,980.00	484040	ABILENE AIRPORT DISPLACED THRESHOLD
E 014-000-520140		ENGINEERING	\$526.00	484085	14TH ST ENGINEERING
		Total	\$28,160.04		
36931	02/12/24	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460199656	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460200073	SUSPENDED SOLIDS
		Total	\$703.00		
36932	02/12/24	PERF			
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$200.00	22569	2024 MEMBERSHIP CHIEF HATTER
		Total	\$200.00		
36933	02/12/24	PIONEER FARM INC			
E 004-042-521155		SAFETY EQUIPMENT	\$26.99	647347	LEATHER GLOVES
E 004-042-520610		BUILDING MAINTENANC	\$54.52	647512	UV BLDG DOOR REPAIR
E 001-004-520610		BUILDING MAINTENANC	\$7.98	648143	ADAPTER
E 001-005-521080		TOOLS & MINOR EQUIP	\$50.98	648884	BALL MOUNT 24B
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$26.99	649016	4 CYCLE FUEL
E 001-003-520610		BUILDING MAINTENANC	\$33.05	649224	COUPLER, STRAP & PIPE
		Total	\$200.51		
36934	02/12/24	AVE-PLP, LLC			
E 001-004-521170		SNOW CONTROL SUPPL	\$4.60	1001031270	BANJO FITTING BRINE
		Total	\$4.60		
36935	02/12/24	PVS DX, INC			
E 002-023-521030		CHEMICALS	\$4,105.91	287000027-2	CHEMICALS
		Total	\$4,105.91		
36936	02/12/24	QUADIENT FINANCE USA, INC			
E 001-001-520220		POSTAGE & METER RE	\$126.91	INV 012324	POSTAGE
E 002-024-520220		POSTAGE & METER RE	\$126.91	INV 012324	POSTAGE
E 004-043-520220		POSTAGE & METER RE	\$126.91	INV 012324	POSTAGE
E 001-002-520220		POSTAGE & METER RE	\$58.32	INV 012324	POSTAGE
E 001-003-520220		POSTAGE & METER RE	\$36.54	INV 012324	POSTAGE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-008-520220		POSTAGE & METER RE	\$57.55	INV 012324	POSTAGE
E 001-001-520220		POSTAGE & METER RE	\$57.74	INV 012324	POSTAGE
E 001-012-520220		POSTAGE & METER RE	\$26.73	INV 012324	POSTAGE
E 015-151-520220		POSTAGE & METER RE	\$68.67	INV 012324	POSTAGE
		Total	\$686.28		
36937	02/12/24	RESCUE SPECIALISTS LLC			
E 001-003-521231		FIRE EQUIPMENT	\$1,430.50	1243	AUTO CRIBS
		Total	\$1,430.50		
36938	02/12/24	RHV DO IT BEST HARDWARE			
E 001-003-520610		BUILDING MAINTENANC	\$128.03	466141	PLUMBING SUPPLIES
		Total	\$128.03		
36939	02/12/24	ROBSON OIL CO, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$140.01	62848	GREASE
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,317.55	STM012524	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$540.70	STM012524	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$1,780.48	STM012524	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$32.87	STM012524	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$344.75	STM012524	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$178.70	STM012524	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$370.00	STM012524	FUEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$142.98	STM012524	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$53.45	STM012524	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$42.76	STM012524	FUEL
E 001-001-520600		VEHICLE EXPENSES	\$44.36	STM012524	FUEL
E 002-024-520600		VEHICLE EXPENSES	\$44.36	STM012524	FUEL
E 004-043-520600		VEHICLE EXPENSES	\$44.35	STM012524	FUEL
		Total	\$6,077.32		
36940	02/12/24	ROLLER-WEEKS, JULIE			
E 013-131-520270		TRAINING	\$116.59	STM 020624	TRAINING
		Total	\$116.59		
36941	02/12/24	RUSH TRUCK CENTER			
E 001-004-520620		EQUIPMENT REP & MAI	\$610.00	3035607201	#18 BRACKET FOR MIRROR
		Total	\$610.00		
36942	02/12/24	RUTZ CONSTRUCTION, LLC			
E 001-004-521170		SNOW CONTROL SUPPL	\$850.00	1633	SNOW REMOVAL
		Total	\$850.00		
36943	02/12/24	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$3,250.00	STM 020124	FEB 2024 CITY PROSECUTOR
		Total	\$3,250.00		
36944	02/12/24	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	\$98.62	S100258226.	REPAIR CLAMP
E 002-022-520661		WATER LINE MAINTENA	\$80.69	S100258444.	SERVICE SADDLE

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Batch: 021224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$179.31		
36945	02/12/24	SCHUERMANN ENTERPRISES, INC			
E 002-023-520210		LAB ANALYSIS & EQUIP	\$791.39	4395	CHLORINE REAGENT KITS
Total			\$791.39		
36946	02/12/24	SECURE SHRED OF N.C.K.			
E 001-001-520700		RENT-CONTRACTS-MAI	\$17.21	INV 012324	JAN 2024 SHREDDING
E 002-024-520700		RENT-CONTRACTS-MAI	\$17.21	INV 012324	JAN 2024 SHREDDING
E 004-043-520700		RENT-CONTRACTS-MAI	\$17.20	INV 012324	JAN 2024 SHREDDING
E 001-002-520700		RENT-CONTRACTS-MAI	\$51.63	INV 012324	JAN 2024 SHREDDING
Total			\$103.25		
36947	02/12/24	SMART INSURANCE			
E 001-004-520410		INSURANCE	\$650.00	4671	VEHICLE INSURANCE
Total			\$650.00		
36948	02/12/24	SMITH & LOVELESS INC			
E 004-041-520651		SEWERLINE MAINTENA	\$631.16	174532	VACUUM PUMP LIFT STATION
Total			\$631.16		
36949	02/12/24	KELLEE TIMBROOK			
E 015-151-520270		TRAINING	\$125.76	STM 020124	MILEAGE
Total			\$125.76		
36950	02/12/24	TRANSUNION RISK & ALTERNATIVE			
E 001-002-520705		SOFTWARE SUBSCRIPT	\$115.00	6199432-202	JANUARY 2024 BILLING
Total			\$115.00		
36951	02/12/24	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$6,999.66	STM 021224	CID PROPERTY 6 LESS 2% ADMIN FEE - DEC 2023
Total			\$6,999.66		
36952	02/12/24	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$213.31	STM 013124	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$286.95	STM 013124	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$92.24	STM 013124	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$475.30	STM 013124	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$391.80	STM 013124	UNIFORM SERVICE
E 001-005-521150		UNIFORMS & ALTERATI	\$135.50	STM 013124	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$311.50	STM 013124	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$40.87	STM 013124	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$37.79	STM 013124	UNIFORM SERVICE
E 001-013-521040		JANITOR SUPPLIES	\$107.54	STM 013124	UNIFORM SERVICE
Total			\$2,092.80		
36953	02/12/24	US BANK EQUIPMENT FINANCE			
E 015-151-521045		OFFICE EQUIPMENT	\$178.36	521423780	CONTRACT PAYMENT 12/24/23-1/24/24
Total			\$178.36		
36954	02/12/24	VAUGHN, HEATHER LEA			

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Batch: 021224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 050-000-520290		COURT BOND REFUND	\$40.00	STM 011024	REFUND BAIL 60637-1
		Total	\$40.00		
36955	02/12/24	VERIZON			
E 001-004-520520		TELEPHONE / INTERNE	\$12.15	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$12.15	9953591596	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$20.74	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.74	9953591596	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$8.10	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$8.10	9953591596	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$8.10	9953591596	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$13.82	9953591596	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$13.82	9953591596	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$13.82	9953591596	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$46.47	9953591596	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.01	9953591596	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$20.00	9953591596	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9953591596	CELL PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$40.01	9953591596	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9953591596	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9953591596	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$40.01	9953591596	CELL PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$1,107.17	9953591596	CELL PHONE SERVICE
		Total	\$1,982.87		
36956	02/12/24	VYVE BROADBAND			
E 001-001-520520		TELEPHONE / INTERNE	\$494.09	301-521155	FEB 2024 MONTHLY BILLING
E 002-024-520520		TELEPHONE / INTERNE	\$494.09	301-521155	FEB 2024 MONTHLY BILLING
E 004-043-520520		TELEPHONE / INTERNE	\$494.06	301-521155	FEB 2024 MONTHLY BILLING
E 001-002-520520		TELEPHONE / INTERNE	\$457.54	301-521155	FEB 2024 MONTHLY BILLING
E 001-003-520520		TELEPHONE / INTERNE	\$216.30	301-521155	FEB 2024 MONTHLY BILLING
E 001-004-520520		TELEPHONE / INTERNE	\$207.28	301-521155	FEB 2024 MONTHLY BILLING
E 001-006-520520		TELEPHONE / INTERNE	\$192.63	301-521155	FEB 2024 MONTHLY BILLING
E 001-007-520970		MISCELLANEOUS SERVI	\$163.68	301-521155	FEB 2024 MONTHLY BILLING
E 001-008-520520		TELEPHONE / INTERNE	\$163.68	301-521155	FEB 2024 MONTHLY BILLING
E 001-011-520520		TELEPHONE / INTERNE	\$163.68	301-521155	FEB 2024 MONTHLY BILLING
E 001-012-520520		TELEPHONE / INTERNE	\$168.68	301-521155	FEB 2024 MONTHLY BILLING
E 001-013-520520		TELEPHONE / INTERNE	\$210.60	301-521155	FEB 2024 MONTHLY BILLING

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Batch: 021224PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-022-520520		TELEPHONE / INTERNE	\$207.28	301-521155	FEB 2024 MONTHLY BILLING
E 002-023-520520		TELEPHONE / INTERNE	\$277.68	301-521155	FEB 2024 MONTHLY BILLING
E 003-000-520520		TELEPHONE / INTERNE	\$150.20	301-521155	FEB 2024 MONTHLY BILLING
E 004-041-520520		TELEPHONE / INTERNE	\$207.28	301-521155	FEB 2024 MONTHLY BILLING
E 004-042-520520		TELEPHONE / INTERNE	\$137.68	301-521155	FEB 2024 MONTHLY BILLING
E 005-000-520520		TELEPHONE / INTERNE	\$223.10	301-521155	FEB 2024 MONTHLY BILLING
E 013-131-520520		TELEPHONE / INTERNE	\$221.58	301-521155	FEB 2024 MONTHLY BILLING
E 015-151-520520		TELEPHONE / INTERNE	\$182.70	301-521155	FEB 2024 MONTHLY BILLING
E 001-001-520520		TELEPHONE / INTERNE	\$51.60	301-541718	FEB 2024 EBS ADMIN/PD
E 002-024-520520		TELEPHONE / INTERNE	\$51.60	301-541718	FEB 2024 EBS ADMIN/PD
E 004-043-520520		TELEPHONE / INTERNE	\$51.59	301-541718	FEB 2024 EBS ADMIN/PD
E 001-002-520520		TELEPHONE / INTERNE	\$154.80	301-541718	FEB 2024 EBS ADMIN/PD
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	INTERNET WATER METERS
Total			\$5,393.35		
36957	02/12/24	ANGELA WILKINS			
E 015-151-520270		TRAINING	\$149.34	STM 020124	MILEAGE
E 015-153-522900		SPECIAL EVENTS	\$28.50	STM 020624	FATHER DAUGHTER DANCE
Total			\$177.84		
36958	02/12/24	XEROX FINANCIAL SERVICES			
E 001-002-520700		RENT-CONTRACTS-MAI	\$249.15	5231557	COPIER LEASE
E 001-004-521010		OFFICE SUPPLIES	\$158.07	5237748	COPIER LEASE
E 013-131-520700		RENT-CONTRACTS-MAI	\$115.01	5241189	DEC COPY MACHINE
E 001-008-521045		OFFICE EQUIPMENT	\$116.87	5246032	COM DEV COPIER RENTAL 12/28/23-1/27/24
Total			\$639.10		
36959	02/12/24	ZENCITY TECHNOLOGIES US INC			
E 001-001-520705		SOFTWARE SUBSCRIPT	\$10,000.00	SI246000009	COMMUNITY ENGAGEMENT PLATFORM
Total			\$10,000.00		
002000			\$589,295.51		

Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$87,185.11
002 WATER FUND	\$55,273.19
003 RECYCLING FUND	\$1,644.87
004 SEWER FUND	\$33,604.68
005 AIRPORT FUND	\$21,045.65
008 SPECIAL PARKS & REC	\$2,000.00
011 LIBRARY FUND	\$320,884.39
013 TOURISM & CONVENTION FUND	\$6,370.16
014 SPECIAL STREET FUND	\$11,180.04
015 RECREATION COMMISSION	\$13,230.19
037 SALES TAX STREET FUND	\$16,811.78
038 CID SALES TAX FUND	\$19,865.45
050 MUNICIPAL COURT BONDS	\$200.00
	\$589,295.51

City of Abilene
Payroll Expenditures Report
2/2/2024 PR #3

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	99,716.64
051 & 501	OASDI - CITY/EMPLOYEE	\$	17,387.44
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,066.56
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	10,833.73
503	KPERS - CITY	\$	8,669.97
056, 057, 059	KPERS EMPLOYEE	\$	5,070.18 \$ 13,740.15
054	KPERS BUYBACK	\$	-
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	165.35
504	KPF - CITY	\$	14,117.03
61	KPF EMPLOYEE	\$	4,369.57 \$ 18,486.60
155	KPF GROUP LIFE- EMPLOYEE	\$	110.32
105 & 540	FTC 457 - CITY/EMPLOYEE	\$	1,136.00
219 & 507	KPERS 457 - CITY/EMPLOYEE	\$	444.00
220	KPERS ROTH	\$	110.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,396.20
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	\$	61.42
140	HEALTH INSURANCE - EMPLOYEE	\$	7,564.57
510	HEALTH INSURANCE - CITY	\$	22,693.12 \$ 30,257.69
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	345.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	175.00
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	383.16
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	\$	207,182.72