



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
February 26, 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 26, 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 February 12, 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 the request from the Wild Bill Hickok Rodeo Committee to rename the arena at the Stadium to the Rawhide Portable Corral Arena. – Ron Marsh, City Manager
 - b. Consider approval of 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). – Kari Zook, Community Development Director

- c. Consider approval of Resolution No. 022624-2, A RESOLUTION CERTIFYING THE ABILENE PARK SYSTEM MASTER PLAN 2024-2045. – Kellee Timbrook, Parks and Recreation Director
- d. Consider approval of Ordinance No. 24-3445, A FLOODPLAIN MANAGEMENT ORDINANCE FOR THE CITY OF ABILENE, KANSAS. – Ron Marsh, City Manager & Travis Steerman, City Inspector
- e. Consider approval of an Agreement for Professional Services with Olsson Engineering for the City Connection Link Improvement Program (CCLIP) Project 021-U-2501-1. – Ron Marsh, City Manager
- f. Consider approval of a bid from Charles Sargent Irrigation, d/b/a Sargent Drilling, for Well #6 and Well #16 rehabilitation in the amount of \$74,264.72. – Brad Anderson, PW Director

8. Items for discussion

None

9. Reports

- a. City Manager's Report

10. Recess of Regular Meeting

- a. Consider a motion to recess the February 26, 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 26, 2024, City Commission Study Session

12. February 26, 2024, City Commission Study Session Agenda

- a. Reciprocal Road Maintenance Agreement with Grant Township – City Manager/PW Director
- b. Franchise Ordinance with Twin Valley Communications – City Manager

13. Consider a motion to adjourn the February 26, 2024, City Commission Meeting.

Future Meeting Reminders

- *Joint City/County Meeting regarding the 14th and Van Buren intersection on March 4, 2024, at 4 pm. – Abilene Library
- *City Commission Regular Meeting, March 11, 2024, at 4 pm.
- *City Commission Study Session, March 11, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Regular Meeting, March 25, 2024, at 4 pm.
- *City Commission Study Session, March 25, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Workshop, April 1, 2024, 12:00 pm – 5:00 pm. Location TBD



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
February 12, 2024, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Rein, Commissioners, Kollhoff, Witt, Miller 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, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Administrative Manager-Public Works Hiatt, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the February 12, 2024, City Commission Meeting

Motion by Commissioner Miller, seconded by Commissioner Meysenburg, to approve the agenda as presented. Roll call vote: Miller YES, Witt YES, Kollhoff 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 22, 2024, Regular Meeting

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve the consent agenda as presented. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein 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.

Frank Hottman, 300 Grand Blvd., spoke regarding who is responsible for the maintenance of Grand Blvd. Staff will do research regarding this.

Kayleigh Ferris, 672 2400 Ave, spoke regarding a beer garden around the band shell for the 100th Anniversary of the Central Kansas Free Fair celebration concert to kick off the fair. Staff will work with the CKFF Board regarding this once the paperwork is received from the CKFF Board.

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.**

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

- 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.**

City Manager Marsh stated the City's share of this project would be \$778,766.00.

Motion by Commissioner Miller, seconded by Commissioner Witt to approve 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. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff NO, Rein YES. The motion carried 4-1.

8. Items for Discussion

- a. State of the City
- b. Approval of the final plat for Abilene Court

Motion by Commissioner Miller, seconded by Commissioner Witt, to approve the final plat for Abilene Court. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein Yes. The motion carried 5-0.

9. Reports

- a. City Manager's Report

Construction updates:

- 14th St: the retaining wall and sidewalk south of the cemetery are going in; work is resuming on the east end as it dries.
- CCLIP work: work on storm sewers is resuming as the area dries.
- Oak, Olive & Kuney St. Waterline Replacement: work continues.

Next week, we will send an RFP to upgrade the audio/visual in the commission meeting room and the multi-purpose room at the Community Center.

BNSF Railroad will replace a bridge over Mud Creek near SW 3rd & Cherry St. The project is expected to start April 1, 2024, and last 8-12 weeks.

Enclosed in your agenda packet are department and boards/commission year-end reports. If you have specific questions, please contact the department director.

The Police Department swore in Patrick Glasgow as a new police officer this morning. We welcome Patrick and his family to Abilene.

March is shaping up to be a busy month for meetings. March 4 at 4 pm is a joint city/county commission meeting to discuss options for the 14th and Van Buren St. intersection. The City Commission workshop to set goals and priorities is tentatively scheduled for March 18. Details are still being worked out, and I want you to be able to get these dates on your calendars. Both are open meetings and will be published.

City Manager Marsh gave a presentation on the Certified Public Manager program he completed last year.

10. Recess of Regular Meeting

- a.** Consider a motion to recess the February 12, 2024, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to recess the February 12, 2024, City Commission Meeting for five minutes at 4:48 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin at 4:53 pm.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 4:53 pm.

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

- a.** Rodeo Committee request to rename the arena at the Stadium to the Rawhide Portable Corral Arena
- b.** Resolution calling for a Public Hearing on the RHID for Downtown Lofts by Rural Rental, LLC
- c.** Professional Services Agreement with Olsson Engineering for the CCLIP Project
- d.** Civic Center Parking Lot Design Agreement with Olsson Engineering

13. Adjournment

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

Motion by Commissioner Kollhoff, seconded by Commissioner Witt, to adjourn the February 12, 2024, City Commission Meeting at 5:21 pm. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt 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
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

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:

Motion to approve allowing the Rodeo Committee to rename the arena at the stadium "The Rawhide Portable Corral Arena".

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

USDI/NPS NRHP Registration Form

Property Name Abilene City Park Historic District

County and State Dickinson County, Kansas

Page 2

5. Classification

Ownership of Property	Category of Property	No. of Resources within Property	
		contributing	noncontributing
<u> </u> private	<u> </u> building(s)		
<u> X </u> public-local	<u> X </u> district	<u> 3 </u>	<u> 3 </u> buildings
<u> </u> public-State	<u> </u> site	<u> 6 </u>	<u> 0 </u> sites
<u> </u> public-Federal	<u> </u> structure	<u> 6 </u>	<u> 14 </u> structures
	<u> </u> 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 Kansas

No. of contributing resources previously
listed in the National Register:

0

6. Functions or Use

Historic Functions
(Enter categories from instructions.)

RECREATION & CULTURE:Outdoor Recreation
RECREATION & CULTURE:Sports Facility
RECREATION & CULTURE:Fair
LANDSCAPE:Park
LANDSCAPE:Street Furniture/Object

Current Functions
(Enter categories from instructions.)

RECREATION & CULTURE:Outdoor Recreation
RECREATION & CULTURE:Sports Facility
RECREATION & CULTURE:Fair
LANDSCAPE:Park
LANDSCAPE:Street Furniture/Object

7. Description

Architectural Classification
(Enter categories from instructions.)

MODERN MOVEMENT: Moderne
LATE 19TH & EARLY 20TH CENTURY AMERICAN MOVEMENTS:
Bungalow/Craftsman

Materials
(Enter categories from instructions.)

Foundation CONCRETE
Walls STONE:Limestone
WOOD:Weatherboard
Roof WOOD:Shingle
ASPHALT
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.)

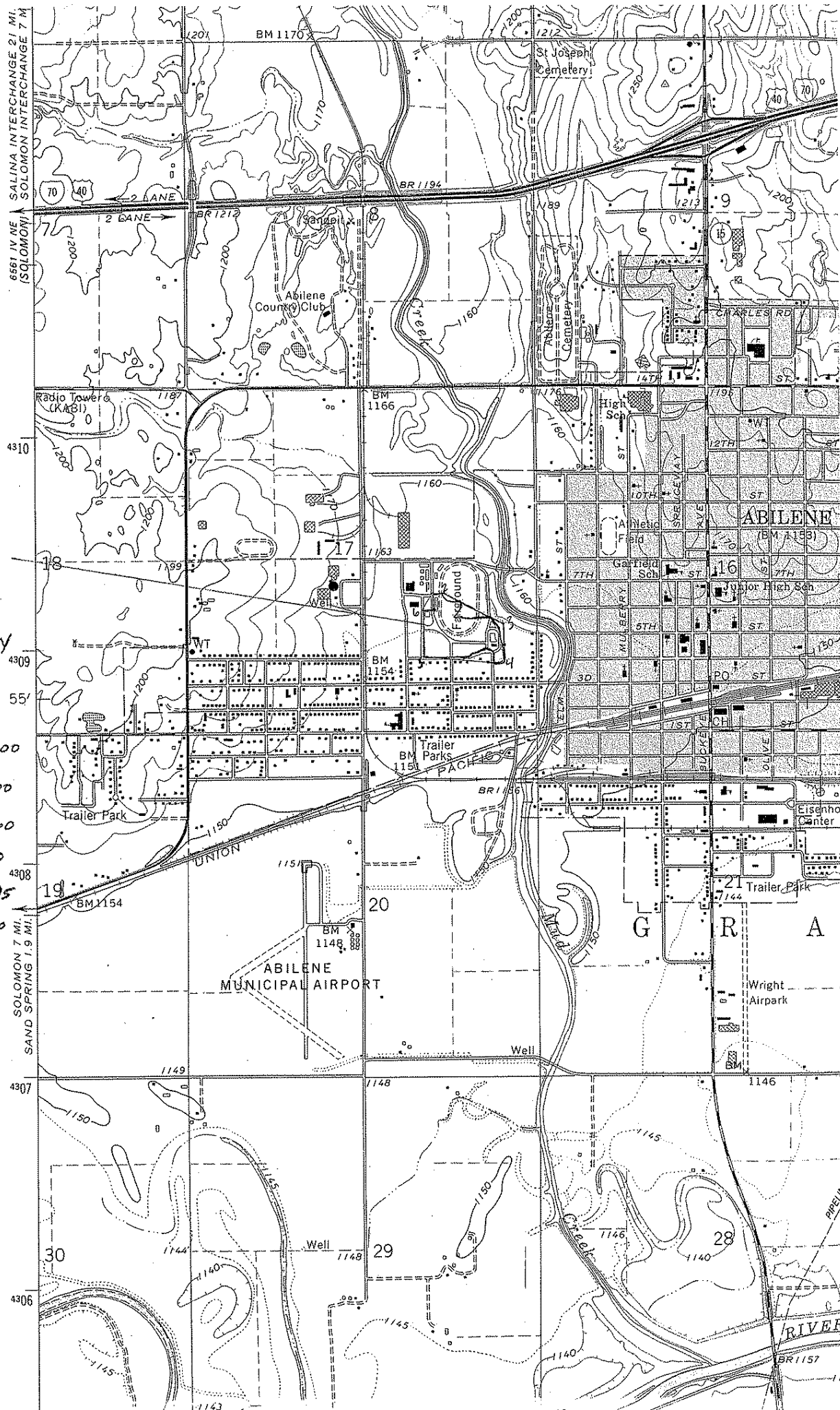
Property Owner (Complete this item at the request of the SHPO or FPO.)

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).

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 3

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 4

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 5

Abilene City Park Historic District
Dickinson County, Kansas

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

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 6

Abilene City Park Historic District
Dickinson County, Kansas

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 KERK 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

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 7

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 8

Abilene City Park Historic District
Dickinson County, Kansas

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

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 9

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 10

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 11

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 12

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 13

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 14

Abilene City Park Historic District
Dickinson County, Kansas

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,

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7 Page 15

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

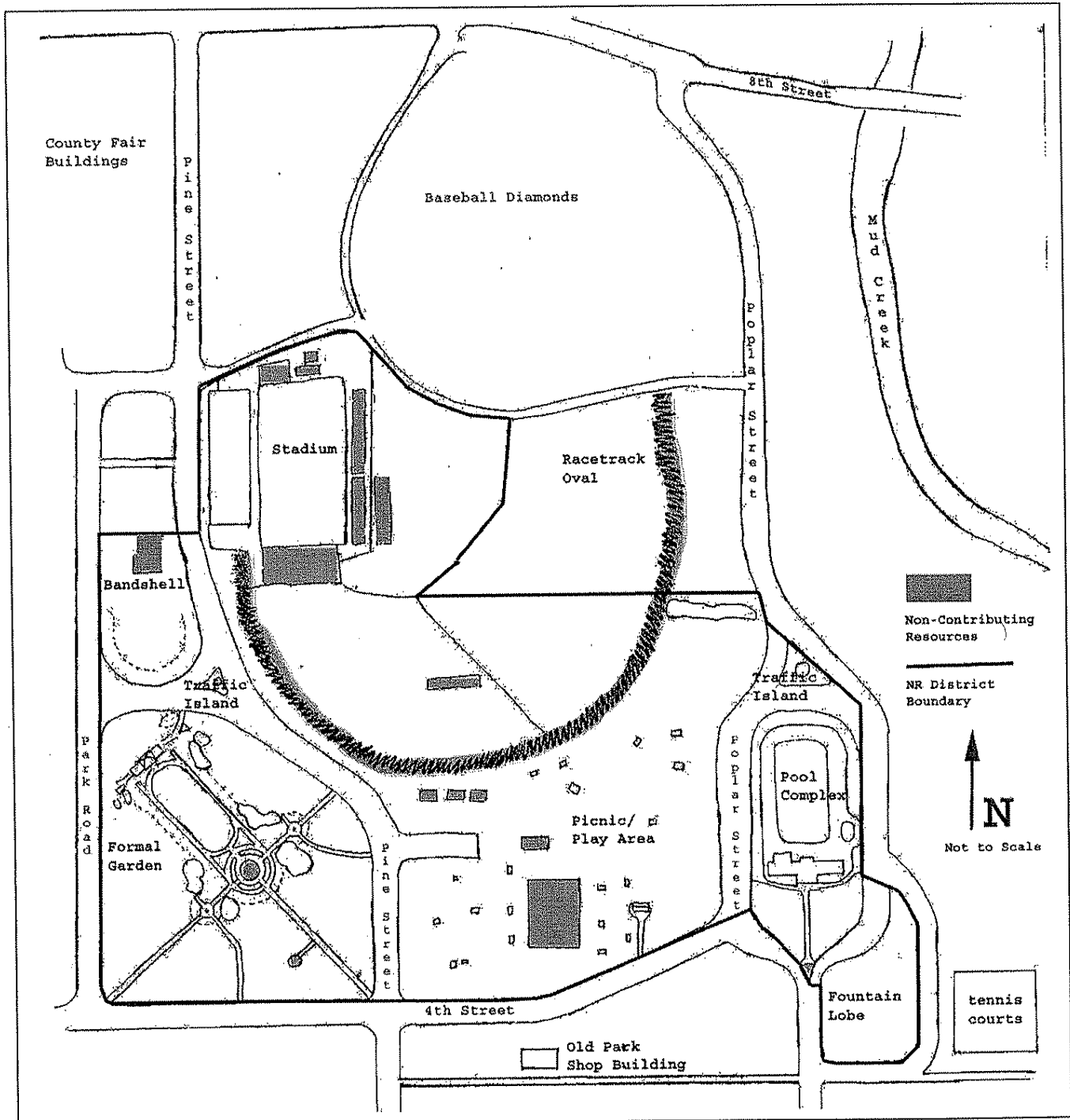
**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 16

Abilene City Park Historic District
Dickinson County, Kansas

Figure 1 – Abilene City Park Historic District



United States Department of the Interior
National Park Service

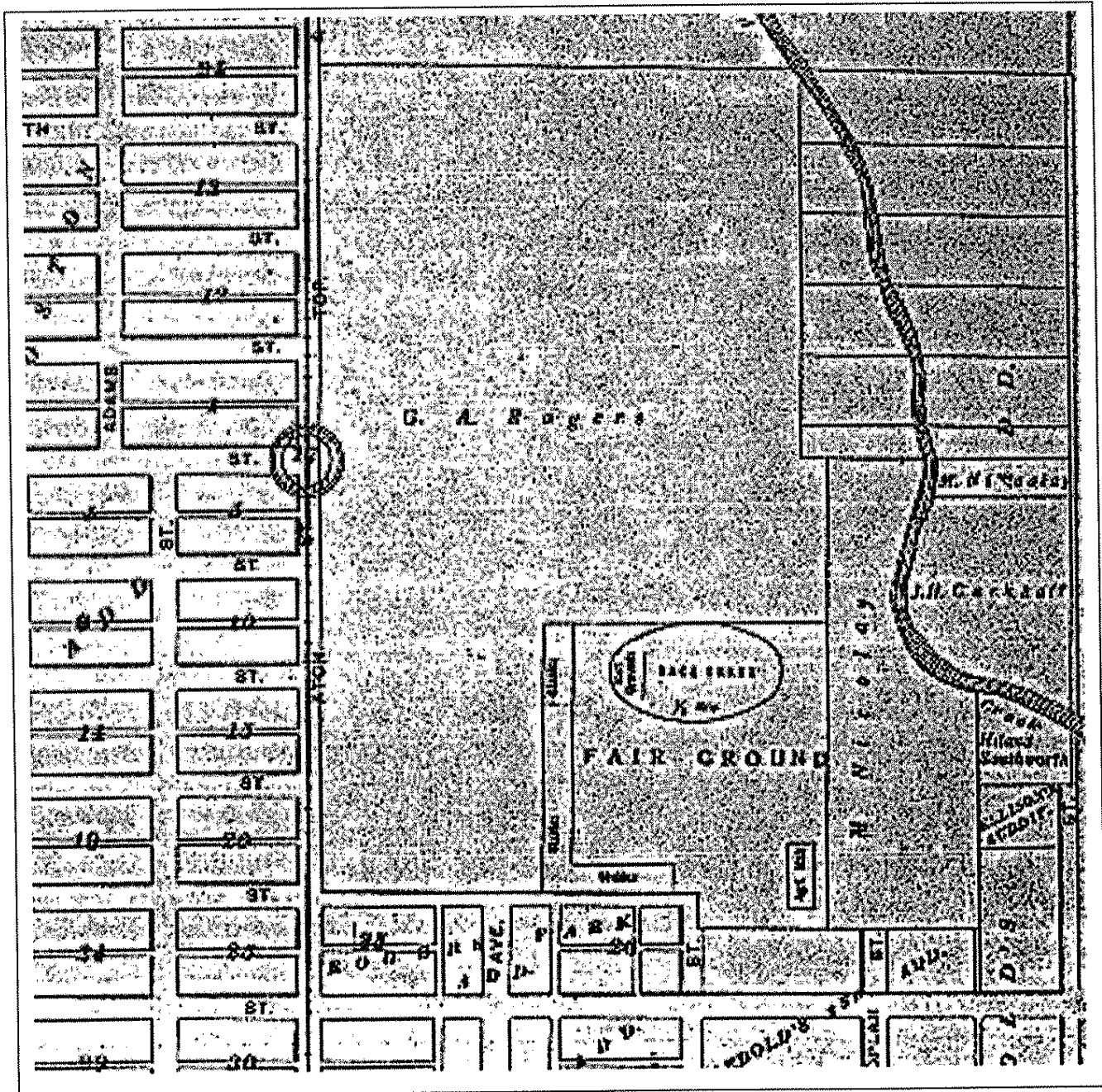
**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 17

Abilene City Park Historic District
Dickinson County, Kansas

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



United States Department of the Interior
National Park Service

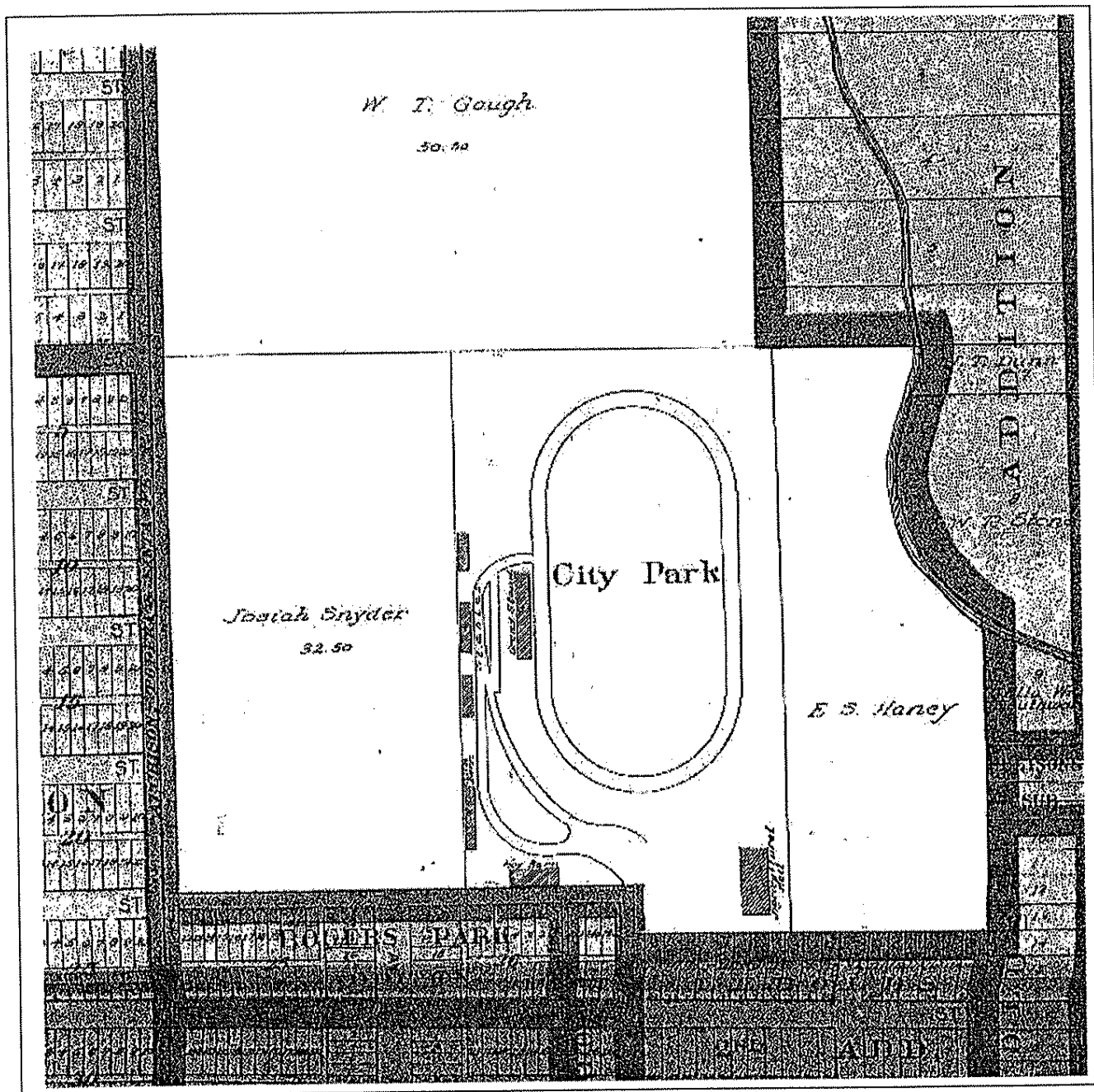
**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 18

Abilene City Park Historic District
Dickinson County, Kansas

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



United States Department of the Interior
National Park Service

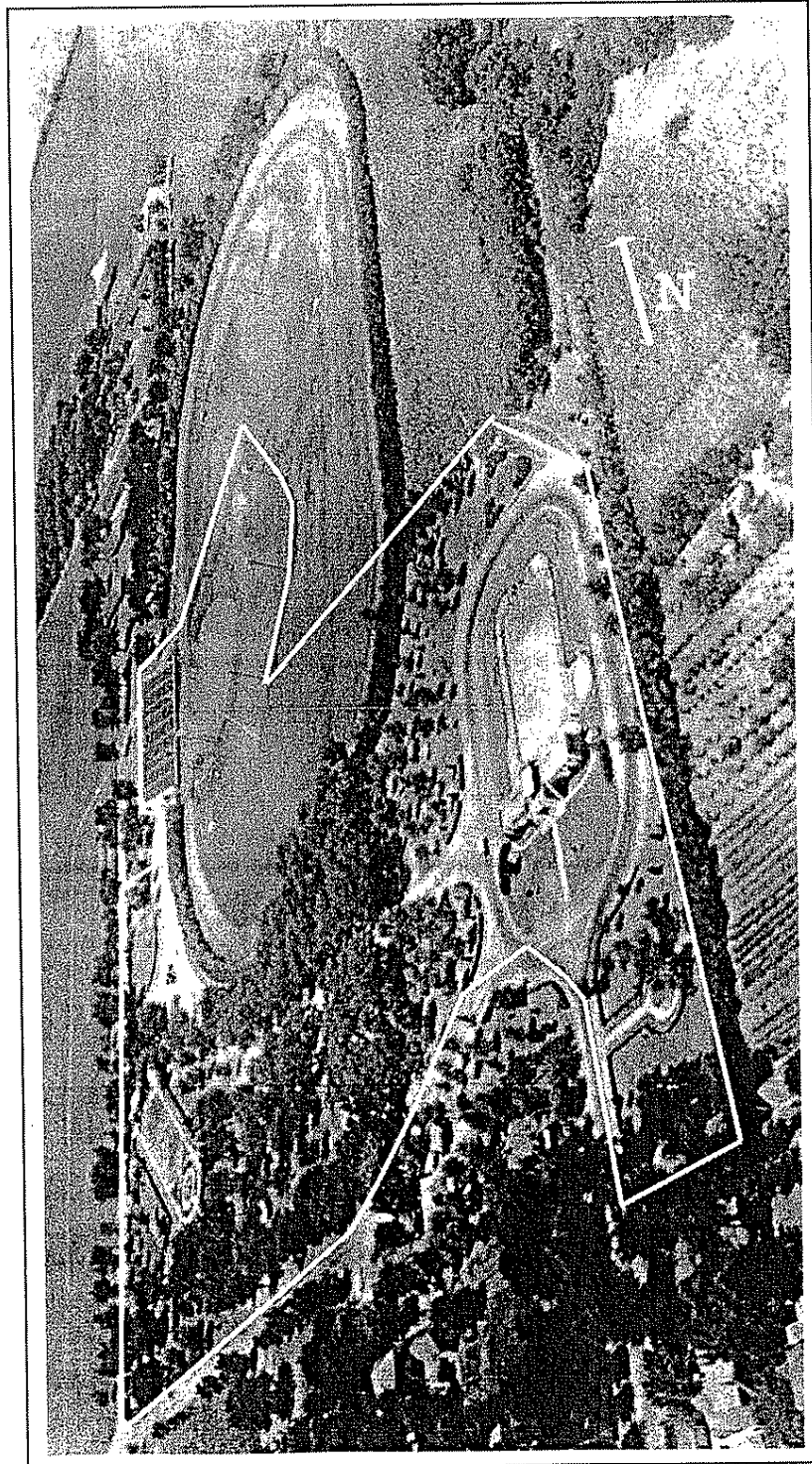
**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 19

Abilene City Park Historic District
Dickinson County, Kansas

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



United States Department of the Interior
National Park Service

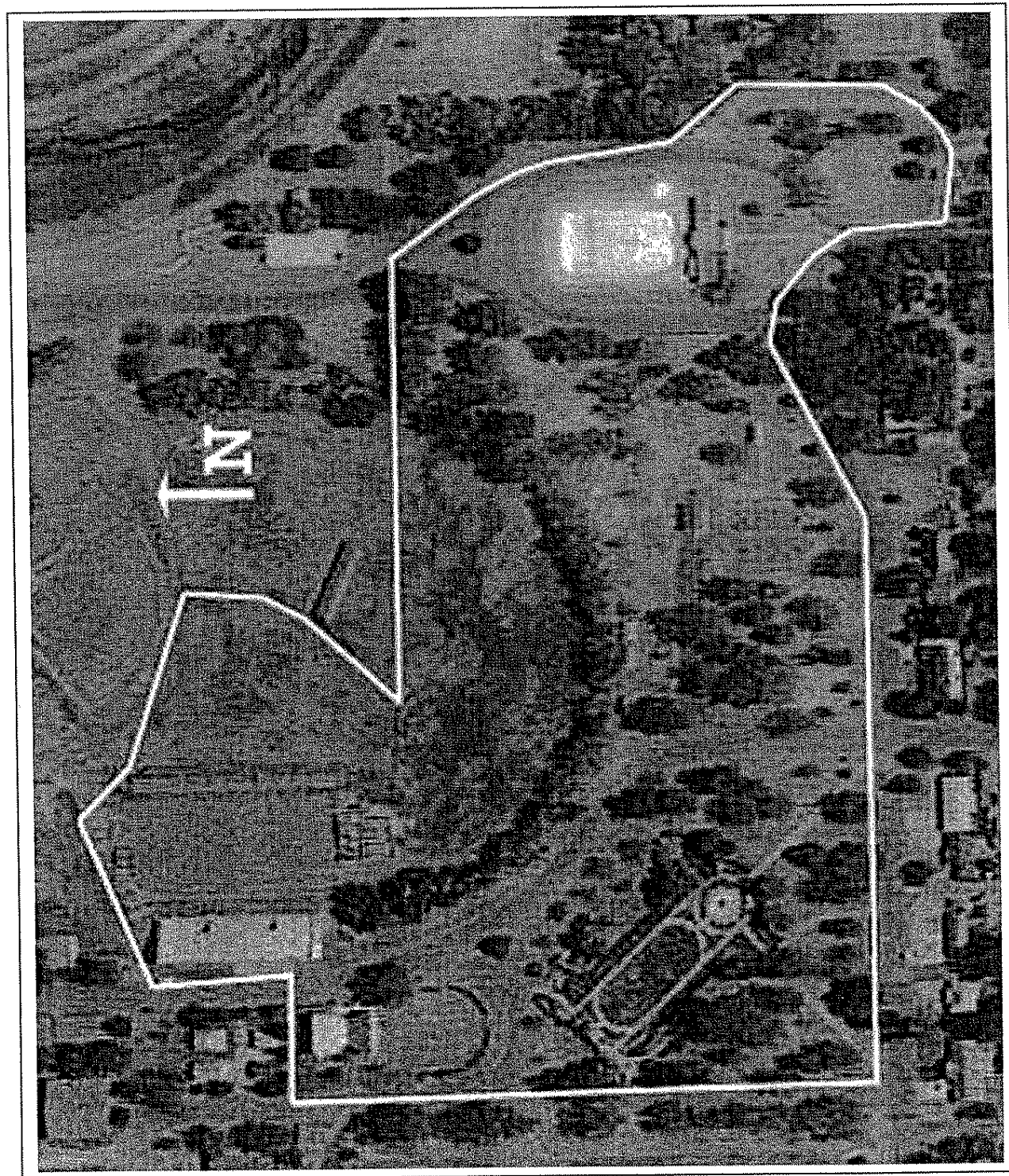
**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 7

Page 20

Abilene City Park Historic District
Dickinson County, Kansas

Figure 5 – 1991 Aerial Photograph of Park showing



United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8 Page 21

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 22

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 23

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 24

Abilene City Park Historic District
Dickinson County, Kansas

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*.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 25

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 26

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 27

Abilene City Park Historic District
Dickinson County, Kansas

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

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 28

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 29

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 30

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 31

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 32

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 33

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 34

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 35

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 8

Page 36

Abilene City Park Historic District
Dickinson County, Kansas

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.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 9

Page 37

Abilene City Park Historic District
Dickinson County, Kansas

BIBLIOGRAPHICAL REFERENCES

Abilene Commercial Club

- 1915 *Abilene, Kansas Illustrated*. Abilene, Kansas: Abilene Commercial Club.
Abilene Daily Chronicle.
1934 "Play Opening Concert Here Next Sunday," 15 May 1934.
1935 "Abilene City Submits Ten Year Program," 9 February 1935.
1935 "Raze Natatorium," 15 May 1935.
1935 "May Ask Voters to Vote \$35,000 Bonds For Park," 17 August 1935.
1935 "Will Cut Relief Force here 50% on September 5," 24 August 1935.
1935 "To Vote Bonds at City Election Here Tomorrow," 15 September 1935.
1935 "Dole is Slashed," 22 November 1935.
1935 "Work Provided Many in Local WPA Activities," 22 November 1935;
1936 "Date of Special Park Bond Vote Two Weeks Off," 9 August 1936.
1936 "Big Majority is Given for Bond Issue of \$40,000," 26 August 1936.
1936 "Local Park Project Meets Approval At Washington," 9 October 1936.
1938 "Legionnaires to Install Colored Water Fountain," 6 May 1938.
1938 "Weather Causes Setback in New Swimming Pool," 25 May 1938.
1938 "Park a Bargain," 4 June 1938.
1938 "Plans Complete for Ceremonies at Pool Tonight," 22 June 1938.
1939 "Stadium Opens Free Fair," 26 September 1939.

Abilene Daily Reflector

- 1934 "Survey Park," 26 December 1934.
1935 "Relief Survey Tabulated," 26 January 1935.
1935 "City Has a Huge Program," 6 February 1935.
1935 "\$15,748 For City Park," 28 March 1935.
1935 "City Issues Bonds," 3 April 1935.
1935 "Plan New Work," 17 August 1935.
1935 "County Levy," 20 August 1935.
1935 "Sign Petition," 20 August 1935.
1935 "WPA Approvals," 28 August 1935.
1935 "\$35,000 Bond Election Monday," 11 September 1935.
1935 "City Votes No," 17 September 1935.
1935 "Get Two Jobs," 14 November 1935.
1938 "It's Easy to Keep Cool This Summer!" 4 June 1938.

Abilene Reflector-Chronicle

- 1970 Julia Murray. 2 May 1970. Obituary. Dickinson County Historical Society, Abilene, Kansas.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 9

Page 38

Abilene City Park Historic District
Dickinson County, Kansas

-
- 1973 Estella Murray. 9 January 1973. Obituary. Dickinson County Historical Society, Abilene, Kansas.
- Capper, Arthur
1909 *1909 Dickinson County, Kansas Plat Book and Complete Survey*. Des Moines: Kenyon Company.
- Chapman Adv.
1942 Charles Francis Murray. 23 July 1942. Obituary. Dickinson County Historical Society, Abilene, Kansas.
- Cutler, Phoebe
1985 *The Public Landscape of the New Deal*. New Haven, Connecticut: Yale University Press.
- Cutler, William G.
1883 "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>. Chicago: A. T. Andreas.
- Dickinson County Historical Society
1978 Francis H. Cayton. 9 March 1978. Obituary. Dickinson County Historical Society, Abilene, Kansas.
- Dickinson County Recorder of Deeds
Warranty Deeds. Dickinson County Courthouse, Abilene, Kansas.
- Foutz, Jane
2001 Personal Communication. 10 July 2001.
- Grove, Jack, Jr.
1961 "Tribute to an Outstanding Graduate," *Kansas State Engineer* vol. 43, no. 2 (November 1961).
- Harris, Cecilia
1983 "Abilene Stadium Has a Wealth of History," *Abilene Reflector-Chronicle*, 22 August 1983.
- Jameson, Henry B.
1976 "History of Abilene, Kansas 1857-1976." *Abilene Reflector-Chronicle*, 10 June 1976, special supplement.
- Kansas City Star*
1932 "A Cow Town Grows Up," 28 July 1932.
- Kansas Construction Magazine*
1948 "Know Your Kansans... Architect... Brainard," *Kansas Construction Magazine* vol. 1, no. 7 (October 1948).
- Mills, Earl F.
n.d. "History of the Fair." Vertical File, Dickinson County Historical Society, Abilene, Kansas. Photocopy.

United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number 9

Page 39

Abilene City Park Historic District
Dickinson County, Kansas

Mullin-Kille Co.

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

Ogle, Geo. A. and Company.

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

Prewitt Directory Company.

1920-21 *Prewitt's Abilene, Kansas City Director.* Springfield, Missouri: Prewitt Directory Company.

1923 *Prewitt's Abilene, Kansas City Director.* Springfield, Missouri: Prewitt Directory Company.

Rocky Mountain Directory Company

1964 *Abilene, Kansas City Directory.* Loveland, Colorado: Rocky Mountain Directory Company.

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

Sanborn Map Company.

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

Sanborn Map Company.

1912 *Insurance Maps of Abilene, Dickinson County, Kansas.* New York: Sanborn Map Company.

Sanborn Map Company.

1917 *Insurance Maps of Abilene, Dickinson County, Kansas.* New York: Sanborn Map Company.

Sanborn Map Company.

1933 *Insurance Maps of Abilene, Dickinson County, Kansas.* New York: Sanborn Map Company.

Verckler, Stewart

n.d. "Notes 1870-1935." vol. 7. Dickinson County Historical Society, Abilene Kansas. Compiled clippings.

Wilson & Company, Engineers & Architects

2001 [corporate home page on-line]. Available from: <http://www.wilsonco.com/history.asp>. Internet. Accessed 10 September 2001.

Work Projects Administration.

1940 *Basic Studies for Local Planning, Abilene, Kansas.* Abilene: Works Projects Administration. Kansas State Historical Society, Topeka, Kansas.

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.

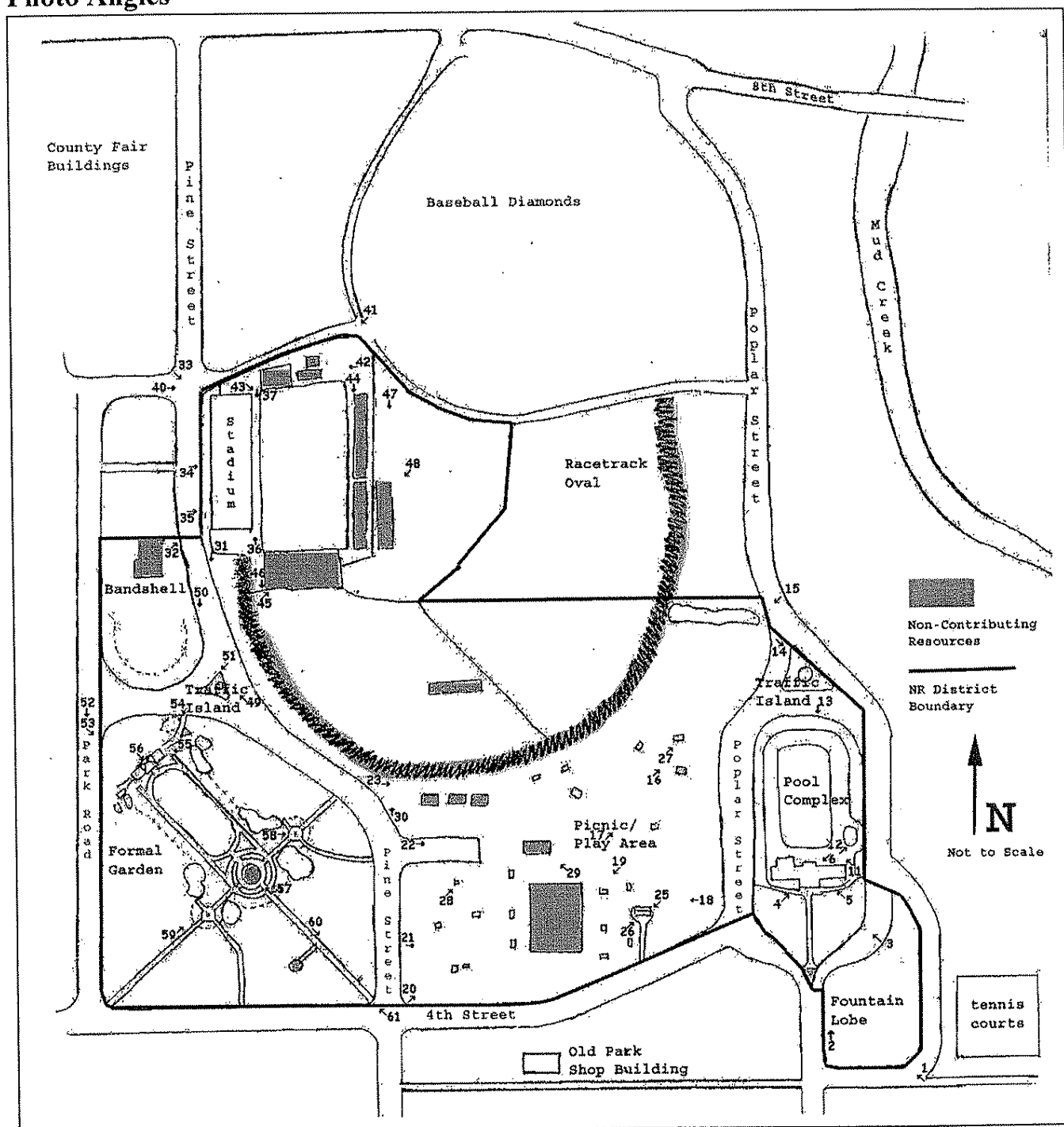
United States Department of the Interior
National Park Service

**NATIONAL REGISTER OF HISTORIC PLACES
CONTINUATION SHEET**

Section Number Photographs Page 43

Abilene City Park Historic District
Dickinson County, Kansas

Photo Angles



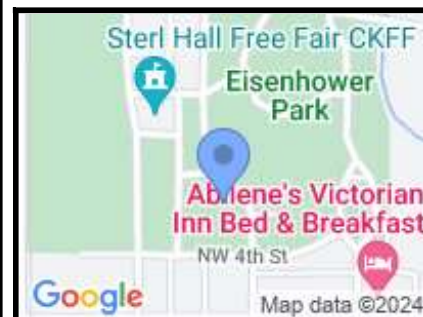
Kansas Historic Resources Inventory

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.

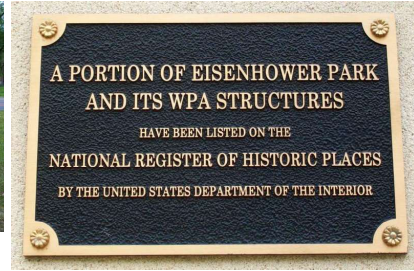


Entrance detail. Photo by William E. Fischer, Jr., 5/1/2011

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

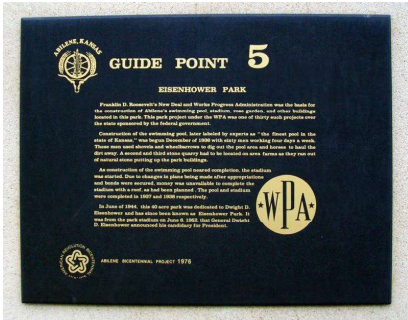


Picnic Area. Looking ENE from 38.918613 / -97.227351. Photo by William E. Fischer, Jr., 5/1/2011



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

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

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)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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**

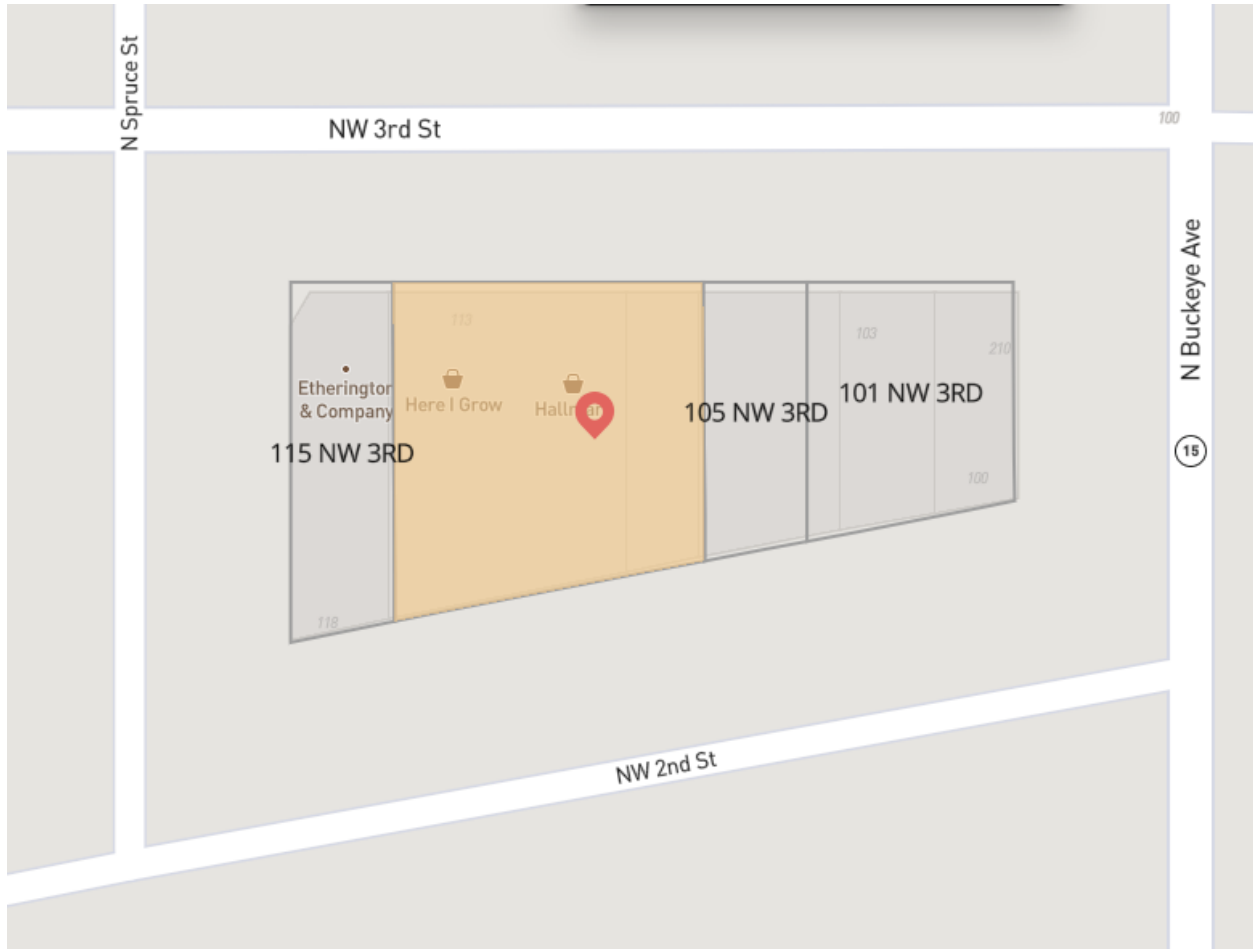


EXHIBIT C

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.

**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

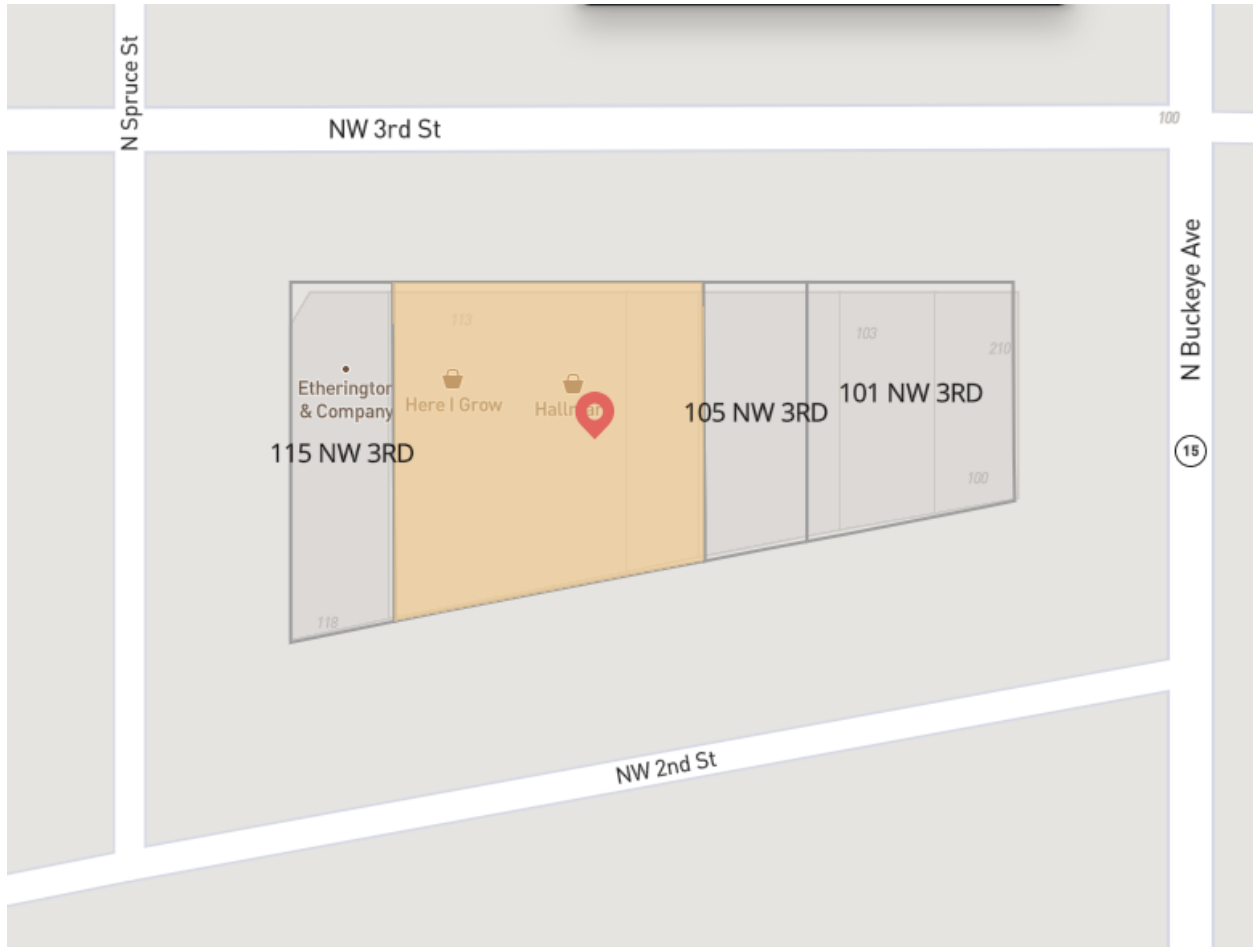


EXHIBIT C

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	<u>\$1,071,989</u>

EXHIBIT D

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Rural Rental, LLC (the “Developer”), pursuant to **Section 4.4** of the Development Agreement dated as of [_____] (the “Development Agreement”) by and among the City of Abilene, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein have the meaning attributable to such terms in the Development Agreement.

1. The Work is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E
REQUEST FOR REIMBURSEMENT

City of Abilene, Kansas
Attention: City Manager

You are hereby requested by the undersigned, an authorized representative of Rural Rental, LLC (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the Downtown Lofts project (the “Fund”) and set forth in the Development Agreement between the City of Abilene, Kansas and the Developer for the Downtown Lofts Reinvestment Housing Incentive District dated [_____] (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: _____, 20____

RURAL RENTAL, LLC

By: _____
Name: _____
Title: _____

Invoice Reimbursement Schedule

Pursuant **Section 5.2** of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

	Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.				\$
2.				\$
3.				\$
4.				\$
5.				\$
6.				\$

Total Expenses \$ _____

Developer Signature

Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5.2 of the Agreement) should be attached to this Schedule.

**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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
MAP OF THE DISTRICT

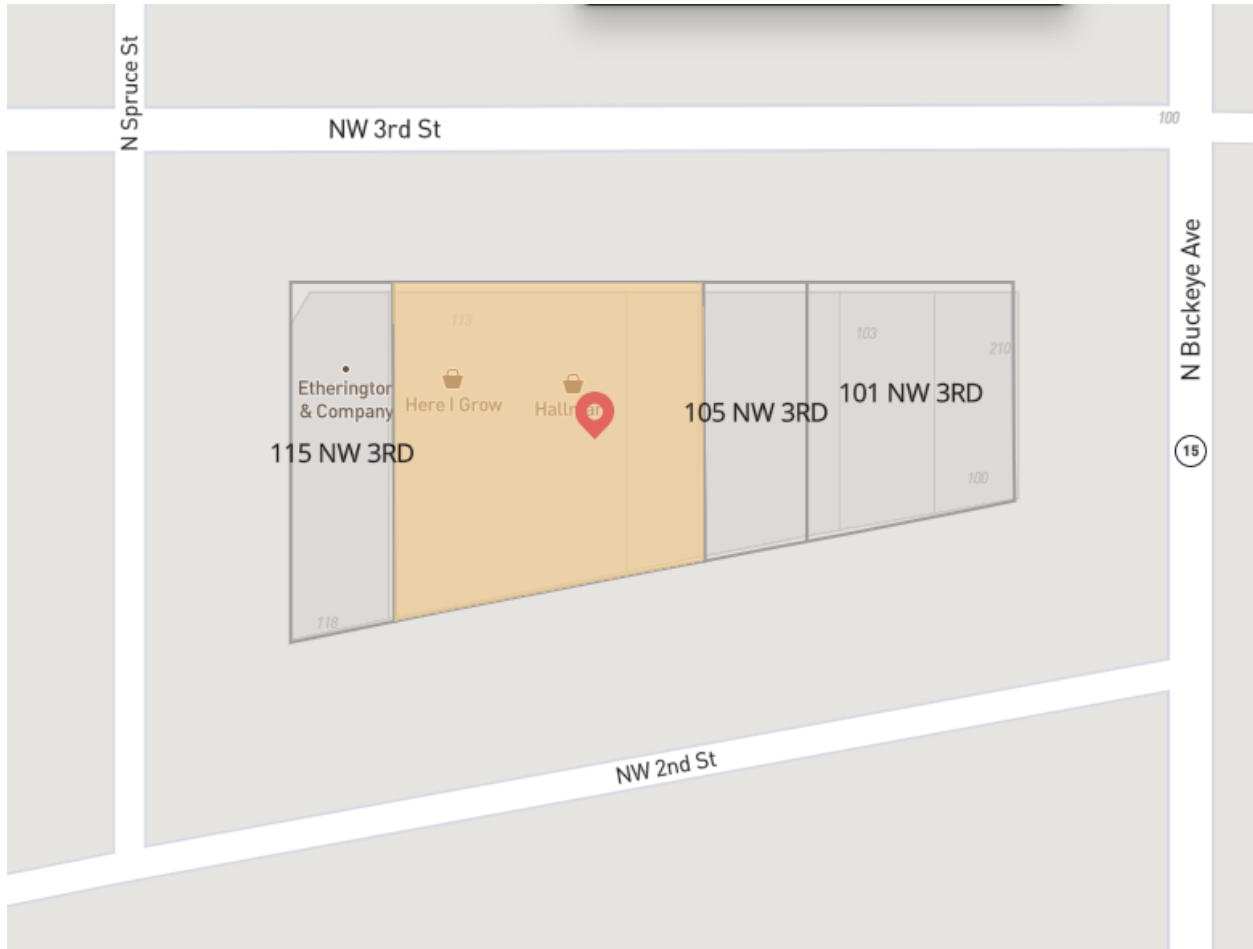


EXHIBIT B
DEVELOPMENT PLAN
DOWNTOWN LOFTS REINVESTMENT HOUSING INCENTIVE DISTRICT
DEVELOPMENT AGREEMENT

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

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	Estimated Cumulative Total	
		Total Increment	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
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

Topic: Parks Master Plan 2024-2045

Department: Parks & Recreation

Staff Contact: Kellee Timbrook

Background:

The Parks Master Plan was accepted by the Planning Commission on February 6, 2024. It was then presented to the Recreation Commission and approved on February 12, 2024. The final step in the approval process is for the City Commission to certify the Plan as a policy document of the City of Abilene.

The Recreation Commission will be charged with implementing the Parks Master Plan and reviewing it annually.

Recommendation:

Approve Resolution 022624-2 certifying the Parks Master Plan 2024-2045 for the City of Abilene.

Fiscal Note:

N/A

Funding Source:

The Parks Master Plan was part of the Comprehensive Plan funding.

RESOLUTION NO. 022624-2

A RESOLUTION CERTIFYING THE *ABILENE PARK SYSTEM MASTER PLAN 2024-2045*

WHEREAS:

- Kansas statutes grant the Abilene City Planning Commission **authority** to adopt plans for the development of the City.
- In 2023 the City of Abilene engaged *Foster Design Associates LLC*, a landscape architecture and planning firm based in Wichita, to produce both a new *Comprehensive Plan* and a new *Abilene Park System Master Plan*. Both *Plans* cover a Planning Period from 2024 through 2045.
- The **Abilene City Planning Commission** held a **public hearing** on the proposed *Abilene Park System Master Plan 2024-2045* on February 6, 2024, and voted to accept the *Plan*, and to recommend it to the Abilene Recreation Commission for their review and approval.
- The **Abilene Recreation Commission** held a public meeting on February 12, 2024, to review the proposed *Abilene Park System Master Plan 2024-2045*, and voted to approve the *Plan* and to recommend the *Plan* to the Abilene City Commission for their review and certification.
- The **Abilene City Commission** reviewed the proposed *Abilene Park System Master Plan 2024-2045* at their meeting on February 26, 2024, and considered whether to certify it as a policy document of the City of Abilene.
- Once certified by the City Commission, the *Abilene Park System Master Plan 2024-2045* will replace the City of Abilene's previous 1999 *Parks Plan*.

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

Section 1. Plan Approval

The *Abilene Park System Master Plan 2024-2045*, as accepted by the Abilene City Planning Commission and approved by the Abilene Recreation Commission, is certified as the official parks plan for the City of Abilene, replacing the City's previous 1999 *Parks Plan*.

Section 2. Availability to the Public

A copy of the *Abilene Park System Master Plan 2024-2045* will be available to the public for review at the Abilene City Clerk's office during regular business hours. The *Abilene Park System Master Plan 2024-2045* will also be available on the City of Abilene website.

Section 3. Annual Review

It is recommended that the Abilene Recreation Commission review the *Abilene Park System Master Plan 2024-2045* at least once each year, and report on progress on its implementation to the Planning Commission and to the City Commission.

Section 4. Amendments, Extensions or Additions

The Recreation Commission, the Planning Commission, or the City Commission may propose amendments, extensions or additions to the *Abilene Park System Master Plan 2024-2045* as they deem appropriate. Any amendments, extensions, or additions must be accepted, approved and certified in the same manner as the original parks plan.

Section 5. Effective Date

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

PASSED BY THE ABILENE CITY COMMISSION this 26th day of February 2024

Brandon Rein
Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk

APPROVED AS TO FORM:

Aaron O. Martin
City Attorney

Abilene Park System Master Plan 2024–2045



Acknowledgments

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

ABILENE GOVERNING BODY

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

ABILENE RECREATION COMMISSION

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

ABILENE CITY PLANNING COMMISSION

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

Kari Zook, Recording Secretary

ABILENE CITY STAFF

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

COMPREHENSIVE PLAN STEERING COMMITTEE

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

PLANNING CONSULTANTS

David W. Foster, PLA, ASLA, APA
Debra Foster, M.Arch.
Foster Design Associates LLC
Landscape Architecture & Planning
1415 East 2nd Street North, Wichita, KS 67214-4119
316-262-4525 david@fosterdesignassociates.com

Table of Contents

CHAPTER 1. Park System Overview _____ 1-1

Why Parks	1-1
Abilene's Park System	1-3
USD 435 Recreational Resources	1-6
Other Local Recreational Resources	1-9
Community Perceptions of Abilene's Parks	1-10

CHAPTER 2. Park Planning Principles _____ 2-1

Environmental Sustainability	2-1
Community Health	2-2
Accessibility	2-5
Community Identity	2-6

CHAPTER 3. Facilities Design Criteria _____ 3-1

Parking	3-1
Restrooms	3-1
Playgrounds	3-3
Safety Surfacing	3-4
Shade Structures	3-5
Outdoor Fitness Centers	3-6
Pickleball Courts	3-7
Splashpads, Spray Parks & Water Parks	3-8
Dog Parks	3-9

CHAPTER 4. Abilene Parks & Goals _____ 4-1

Pocket Park	4-2
Little Ike Park	4-3
Bicentennial Park	4-4
Eisenhower Park	4-7
Eisenhower Park Ownership	4-7
Abilene City Park Historic District	4-8
Eisenhower Park Functional Sectors	4-9
Community Center Sector	4-10
Municipal Park Sector	4-12
Fair Facilities & Ball Diamonds Sector ...	4-21
New Parkland	4-25

CHAPTER 5. Pathway Network & Goals _____ 5-1

Streets are Part of the Pathway Network	5-1
Walkability & Bikeability	5-3
Sidewalks	5-5
Bike Lanes & Bike Routes	5-8
Mixed-use Paths	5-9
Proposed Bike Lane System Diagram	5-10

CHAPTER 6. Plan Implementation _____ 6-1

Priorities	6-2
Staffing & Operations	6-2
Funding	6-2

CHAPTER 7. Abilene Parks Planning Goals _____ 7-1

CHAPTER 1. Park System Overview

Why Parks?

Parks matter. They improve our quality of life and enhance community livability, making them an important factor in attracting new business and contributing to economic growth. They serve people of all ages, all abilities, and all ethnic and economic backgrounds, strengthening our sense of community. They protect open space that preserves wildlife habitat, improves air and water quality, helps mitigate flooding, and supports trees that sequester carbon.

Abilene's existing park system is extraordinary in many ways, but will need to adapt over time to meet evolving expectations for park services. For that task, a park system master plan is an indispensable tool. A master plan consolidates information on resources, constraints, and opportunities. It provides an outline of where the park system is, where it is going, and how it will get there. Having a park system master plan on hand also enhances funding opportunities, since many grant providers require a master plan as a prerequisite in any proposal.

This *Abilene Park System Master Plan* provides an **overview** of existing park and recreational resources in the Abilene area. It lists community **goals** for the park system, determined through recommendations from the Recreation Commission, the Planning Commission, the Comprehensive Plan Steering Committee, City staff, public meetings, and a Community Questionnaire. It provides background information on **park and recreation concepts and options for new facilities**, and proposes development ideas for each park. It defines **implementation strategies** for the City to develop a balanced **park system** that cost-effectively achieves the community's highest priority goals over the next twenty-two years.

The Planning Process

In 2023 the City of Abilene engaged *Foster Design Associates LLC* (FDA), a landscape architecture and planning firm based in Wichita, to produce a new *Abilene Park System Master Plan* for the community. FDA was simultaneously contracted to produce a new *Comprehensive Plan* for Abilene, allowing cost-effective synergy in developing much of the necessary background research.

The new *Abilene Park System Master Plan* will replace the City's previous 1999 *Parks Plan*. Like the new *Comprehensive Plan*, the new *Park System Master Plan* will cover a Planning Period of about 22 years, from 2024 through 2045.

If adopted as an element of the *Comprehensive Plan*, any revisions to the *Park System Master Plan* would require a lengthy public hearing process—so instead, it will simply be adopted as a policy document for the City. This process will offer increased flexibility to those responsible for implementing the *Park System Master Plan*, as the Park system's needs and circumstances change over time.

FDA worked with elected leaders and City staff, the Recreation Commission, the Planning Commission, the Comprehensive Plan Steering Committee, and community volunteers, to develop a *Park System Master Plan* that would *fit* Abilene's unique needs, expectations, and resources.

Plan to keep the *Park System Master Plan* up-to-date & vital. Schedule an annual review by the Recreation Commission, with a presentation by City Parks staff to provide an update on implementation progress.

Public Input

A **Steering Committee** of community stakeholders was formed, to provide input throughout the planning process. **Public meetings** were held, so community members could propose ideas, and comment on the concepts expressed in this Plan. **Recreation Commission members, Planning Commission members, and City Commissioners** held discussions of park planning goals.

Also, a **Community Questionnaire** was conducted in June and July of 2023. Distributed both inside and outside the city limits, a total of **108 responses** were received from Abilene community members. Part of the Questionnaire covered topics related to the the City's Comprehensive Plan, but a major portion was focused on Parks planning issues in Abilene.

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

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

The table on this page shows some of the characteristics of the people who completed the Community Questionnaire.

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

Note, every person did not necessarily answer every single question, so sometimes the total answers to a particular question don't add up to the total number of Questionnaires returned.

From Plan to Reality

Producing a master plan document is just the beginning of the process, however, not its end. Recreation Commission members, Planning Commission members, City Commission members, and City staff are responsible for determining the best methods to implement policies and procedures to achieve the community goals expressed in this *Plan*.

While this *Park System Master Plan* is an essential tool, it will take dedicated people to turn concepts into detailed site designs, and designs into reality. With imagination and perseverance, Abilene's park system will continue to be an asset that benefits the community for generations to come.

*If you plan cities for cars and traffic,
you get cars and traffic.*

*If you plan for people and places,
you get people and places.*

— Fred Kent, *Project for Public Spaces* —

Abilene's Park System

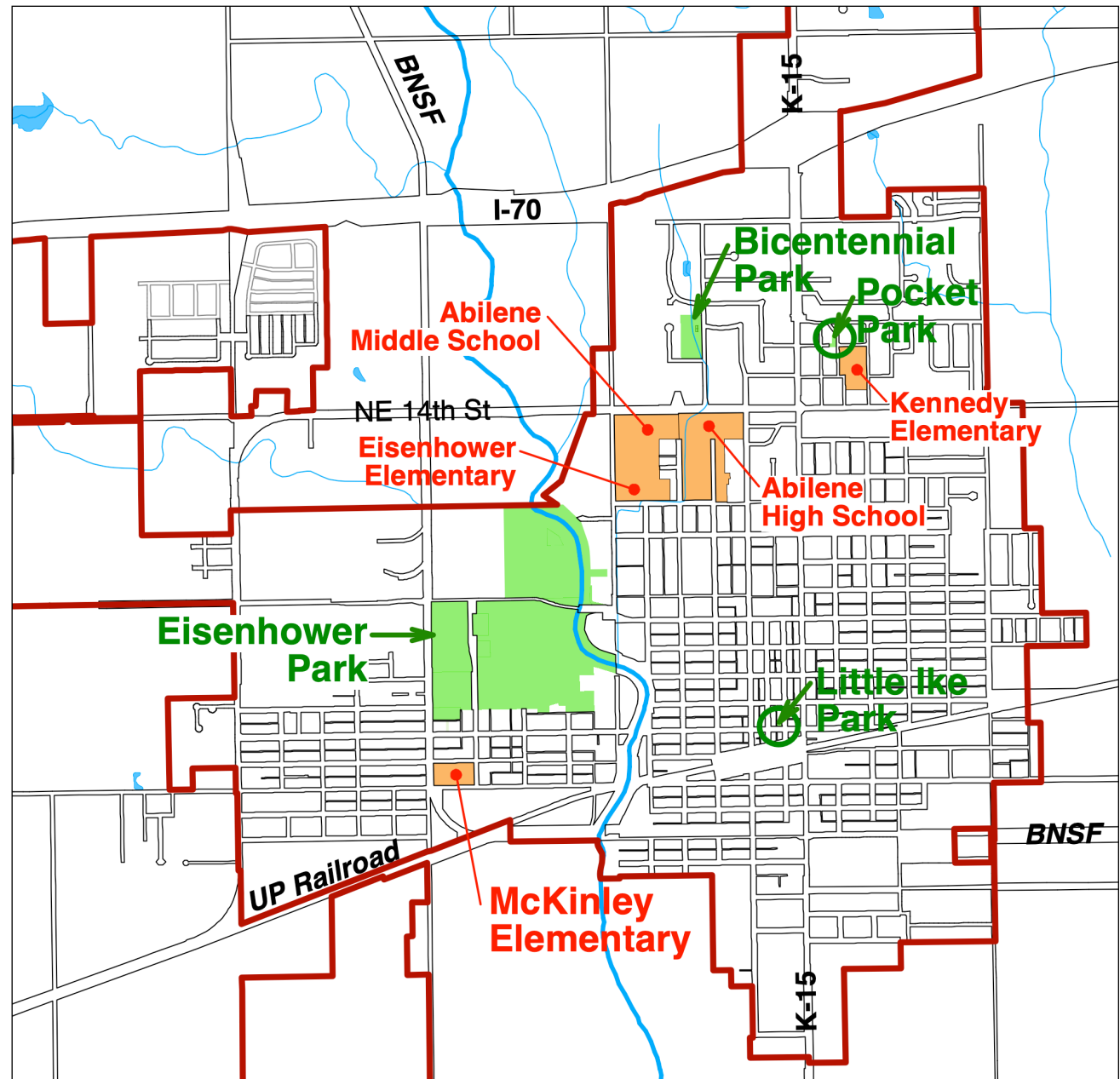
Abilene's park system consists of two very small parks, one small park, and one extremely large park.

- Unnamed **Pocket Park**
- **Little Ike Park**
- **Bicentennial Park**
- **Eisenhower Park**, which also serves as the **Fairgrounds** for the Central Kansas Free Fair

There are also three USD 435 school sites in Abilene, which host playgrounds, gymnasiums, and other recreational facilities that serve the entire school district, including residents of Abilene.

- Kennedy Elementary School
- McKinley Elementary School
- Main school campus which hosts:
 - Eisenhower Elementary School
 - Abilene Middle School
 - Abilene High School

The City of Abilene Parks and Recreation Department manages the park system, in close cooperation and with the advice of the Abilene Recreation Commission. Management of the Fairgrounds also involves close cooperation with Dickinson County, the Central Kansas Free Fair Association, and the Kansas Military Board.



Abilene Parks

Abilene's park system incorporates a total of 119 acres of parkland at four different sites.

A **Pocket Park**, a quarter-acre in size and never named, is in a residential neighborhood on the northwest corner of Kuney and 16th Streets. It contains some basic playground equipment, utilized almost entirely by children living in the immediate area.

Little Ike Park is downtown, providing a much-needed haven of greenspace in the urban core of Abilene. This small but mighty Park incorporates ornamental landscaping, seating, tables, shade, and public art, while celebrating the city's history as the childhood home of President Dwight D. Eisenhower. Along with an adjacent public parking lot, the site serves as a venue for many community events and celebrations.

Bicentennial Park functions as a neighborhood park, primarily serving the northeastern residential areas of the city. Located north of the High School, this 4-acre Park has a Park sign, an 18-space parking lot, a restroom building, two picnic shelters, a basketball court, a variety of playground equipment in half a dozen locations, and a footbridge over the drainage channel which roughly bisects the Park from north to south.

Eisenhower Park is the colossus of Abilene's park system. Mud Creek borders much of the Park's eastern edge.

Eisenhower Park incorporates a number of special facilities, including the Abilene Community Center, the Abilene Municipal Pool, the Rose Garden, Royer Bandshell, and the Abilene Stadium. Fair facilities include livestock barns and show rings, as well as a collection of concessions buildings.

Sports facilities in Eisenhower Park include seven baseball diamonds, basketball courts, tennis/pickleball courts, a sand volleyball court, a Skatepark, and Cornhole Courts. In addition, there are Community Gardens, restrooms, picnic shelters, playground equipment, grills, and some decommissioned mid-20th century tanks and artillery pieces.

Paths in Abilene's Parks

While Eisenhower Park and Little Ike Park have sidewalks or paths that people use to walk for exercise, the existing pathways are typically not connected to destinations outside of each park, and do not form an interconnected network. Most of the routes that pedestrians use to traverse the Parks are not suitable for bicycling, and are not ADA accessible.

While such sidewalks and paths are a recreational asset of sorts for the community, they do not work together to provide the synergy of a true bicycle and pedestrian network—which is more than the sum of its parts, and which can serve as an alternative transportation system throughout the city.



*Concrete sidewalk
in Rose Garden*



*Brick path
in Little Ike Park*



*Gravel walking path
in Eisenhower Park*



*Concrete sidewalk
at Municipal Pool entrance*

Abilene Park System Master Plan 2024-2045

Parks In Floodplains

The Federal Emergency Management Agency (FEMA) produces maps which identify floodplains, and classify them based on degree of risk. The three broadest categories of floodplain designation are floodway, 1% annual chance floodplain, and moderate flood hazard areas.

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

Located as Abilene is, adjacent to both Mud Creek and the meandering Smoky Hill River, much of the land in and around the City is floodplain. Downtown and many of its adjacent historic neighborhoods were built in floodplain; more recent development has taken place on higher ground.

Land in floodplains, while generally not suitable for most development, *can* be utilized for purposes tolerant of occasional flooding, and is often used for public parks.

All of **Little Ike Park** is located in the 500-year floodplain. Almost 82% of **Eisenhower Park** (93.6 acres) is in the 500 year floodplain; 19.7 acres are within the Mud Creek floodway. Only about 1.2 acres along the north end of the west edge of Eisenhower Park are **not** in floodplain.

Bicentennial Park and the **Pocket Park** are *not* in floodplain.

ABILENE CITY PARKS	Location	Size (acres)	Percentage of Abilene's parkland	Floodplain Status	Notes
Unnamed Pocket Park	Northwest corner of N Kuney Street & NE 16th Street	0.24	0.20%	NOT in floodplain	A residential-sized lot in a residential neighborhood, with some playground equipment on it
Little Ike Park	Northwest corner of N Spruce Street & NW 3rd Street	0.09	0.08%	Entirely in 500-year floodplain	A downtown urban Park
Bicentennial Park	Northwest corner of Mulberry Street & Parkplace Court	4.19	3.52%	NOT in floodplain	A drainage channel runs through Bicentennial Park
Eisenhower Park	Between Washington Street on the west and Vine Street on the east, extending more than a half mile north to south on either side of NW 8th Street	114.47	96.20%	Mostly in 500-year floodplain	Mud Creek borders the eastern boundary of Eisenhower Park
Total acres:		119.0	100%	—	—

USD 435 Recreational Resources

The Abilene Parks and Recreation department works in close cooperation with the Abilene Unified School District (USD 435) to contribute significantly to local recreational opportunities.

The Abilene Unified School District operates three elementary schools, a middle school, and a high school. The playgrounds, gymnasiums, and other athletic facilities and programs at the schools provide a wealth of recreational opportunities for the children of the District.

Access to School Playgrounds

The **Eisenhower Elementary** site, on the same campus as Abilene's Middle School and High School, is not fenced at all.

At **McKinley Elementary**, located south of Eisenhower Park, the play fields and play grounds are entirely fenced in, with no access available by the community at large.

*Eisenhower
Elementary
School
— site aerial
(not fenced)*



*McKinley Elementary School — playground
(fenced, with no public access)*

*McKinley
Elementary
School —
site aerial*

Abilene Park System Master Plan 2024-2045

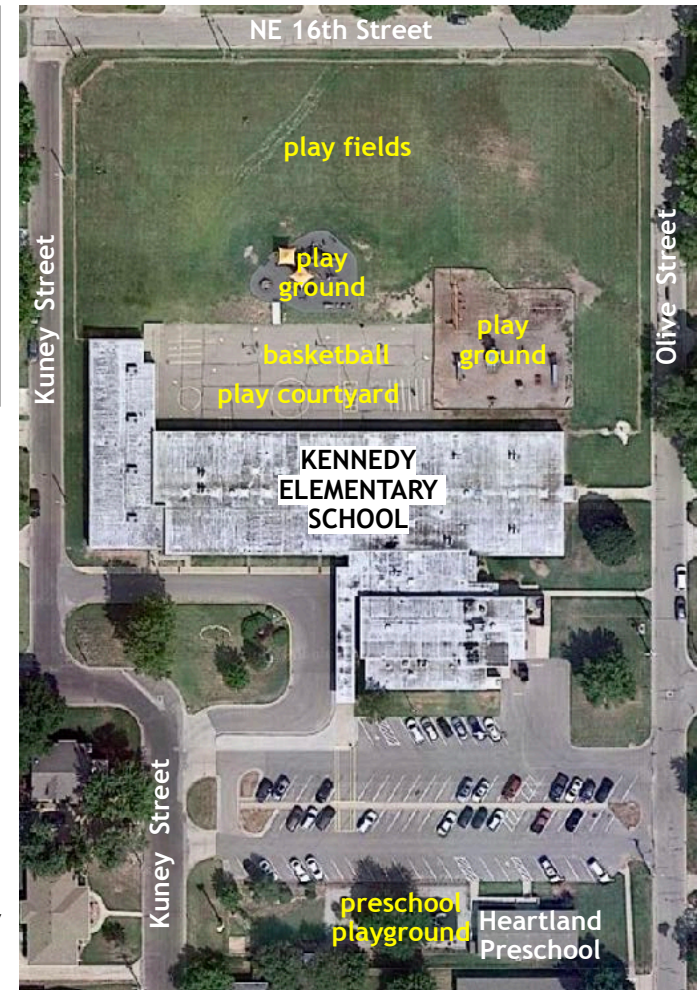
The play fields and playgrounds at **Kennedy Elementary** are fenced, but the fencing was clearly originally designed to allow public pedestrian access, with offset fence panels at the northeast and northwest corners of the site. It appears that those openings in the fencing had been recently retrofitted to block access. However, chainlink used to block the opening was apparently cut to allow public access again.

In addition to the Elementary School playgrounds, there are also six **tennis courts**, on the east side of Mulberry Street just south of the High School, which are available for public use when not being used by students.

Another School District facility important to the community is the **Cowboys Stadium**. It was completely renovated in 2021 and 2022, including adding new bleachers and locker rooms to the Paul Dennis football field, and resurfacing the Ken Russell Track. The facility is completely fenced, but when not in use by students, the north main gate is left open to **allow public use**.



Pedestrian access through offset fencing at Kennedy Elementary School



USD 435 Cowboys Stadium

Kennedy Elementary School – site aerial

Kennedy Elementary School – playground (fenced, designed with public access, which was blocked, then unblocked)

Tennis Courts— aerial



Abilene Recreation Commission

Kansas state statutes allow communities to choose to support recreational programs through a mill levy based on School District boundaries, by creation of a Recreation Commission. This system allows the population of an entire School District to support school-based recreational facilities and programs—which, after all, benefit the citizens of the entire School District.

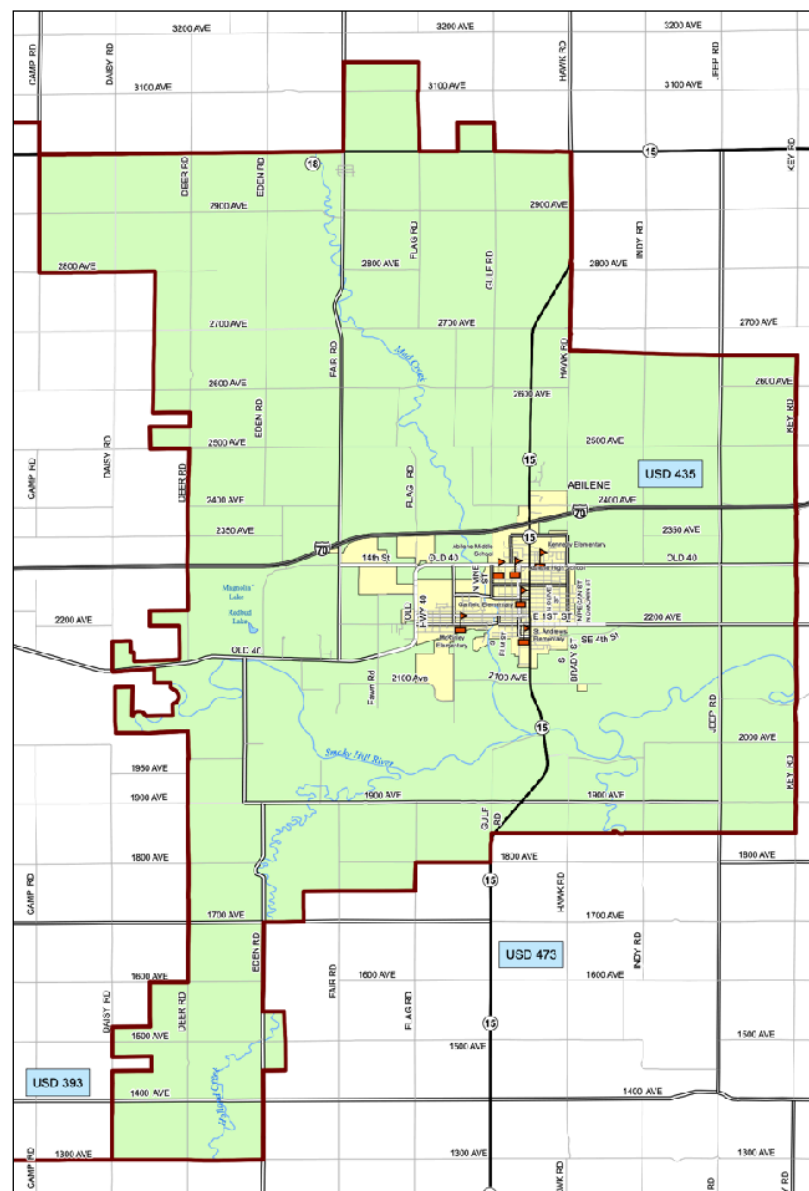
Mill levies for Recreation Commission activities are subject to voter approval by residents of the School District. The tax dedicated to the Recreation Commission is typically collected by the County Clerk, distributed to the School District, and then passed on to the Recreation Commission. State statutes require that funds dedicated to Recreation Commissions may not in any way reduce the dollars provided to the School District for educational purposes.

Established in 1972, the Abilene Recreation Commission is financially supported by property owners in USD 435. As shown on the adjacent map, USD 435 includes the City of Abilene and surrounding rural areas.

The Recreation Commission Board is composed of five members, who are appointed for four year terms—two from the City of Abilene, two from the USD 435 School Board, and one at-large member who is selected by the four appointed members.

The Abilene Recreation Commission provides funding support to the recreational programs and facilities managed by the City of Abilene Parks and Recreation Department staff.

The Parks and Recreation Department publishes two program guides each year—a Spring and Summer Guide available in March, and a Fall and Winter Guide available in August. Available to all USD 435 residents, the Guides provide information on the wide variety of programs, sports leagues, special events, and fitness programs available for Abilene community members of all ages. Some of these activities utilize USD 435 recreational facilities.



*Kansas Department of Transportation map of Abilene USD 435 School District, as of June 2, 2015.
(USD maps are available on the [KDOT School District Maps](#) website.)*

Other Local Recreational Resources

Three privately-owned facilities near Abilene contribute to recreational opportunities for local residents and visitors.

Abilene Golf and Fitness is a 9-hole golf course and fitness center, with a clubhouse, a swimming pool, a driving range, and a skeet and trap range. Located just northwest of Washington and 14th Streets, the privately-owned, 78-acre facility reopened in July of 2023 with a new owner and under new management.



*Abilene
Golf &
Fitness
Clubhouse*

Brown Memorial Park is a 253.4 acre park which is privately owned by the Brown Memorial Foundation, but open to the public. The Park is located just east of K-15, and just south of the Smoky Hill River. It includes land along the south bank of the River; Turkey Creek runs through the Park.

Brown Memorial Park has **nature trails**, and **cabins that are available for reservation**. It is well known for a **waterfall** on Turkey Creek, created by the remains of an old mill dam. The Brown Memorial Home for independent seniors is also located in the Park.

Brown Memorial Park also includes an **18 hole Disc Golf Course**, with concrete tees. First established in 2004, the course was redesigned and renovated in the spring of 2021, and expanded from 9 to 18 holes.



Turkey Creek waterfall

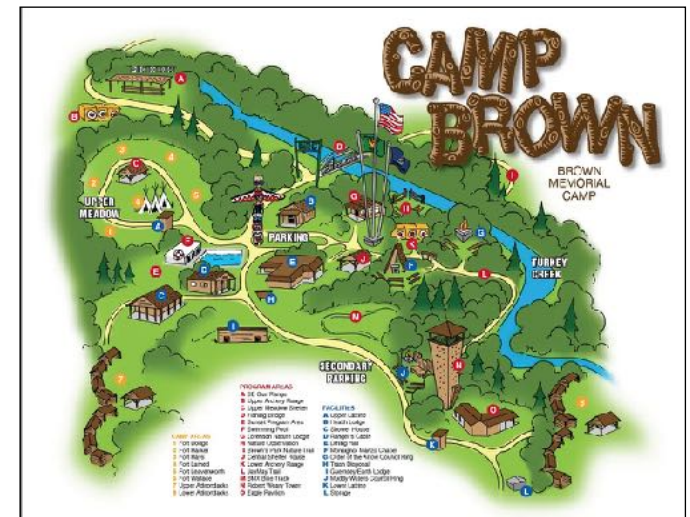


Brown Disc Golf course

Camp Brown / Coronado Scout Camp is a 46.8-acre camping area just south of Brown Memorial Park. The land was donated by Cleyson Brown to the Boy Scouts of America in 1919, and first developed as a Scout Camp in 1927. The property is now owned by the Coronado Area Council of the Boy Scouts of America.

Since 2014, more than \$1.5 million has been invested in new facilities and improvements to Camp Brown, including an improved parking area, five heated and cooled cabins, a ranger's residence, a technology center, a shower house, ball fields, a BMX course, a shooting sports complex, and a fishing area.

Camp Brown is open year round, and its facilities are **available for rent to organizations or groups**.



Community Perceptions of Abilene's Parks

The **Community Questionnaire** that was conducted in the summer of 2023 asked for information on how often people visited parks, then asked people to rate various parks facilities and programs.

Park Visits

This table shows the responses received on the Questionnaire, when Abilene area residents were asked which of the community's parks and recreation facilities they had visited in the previous two years, and how often they had visited.

PARK VISITS	Never visited	Visited in the last 2 years			
		0 times	1 to 3 times	4 to 10 times	more than 10 times
Eisenhower Park/ Fairgrounds	2	0	16	26	72
Abilene Community Center	6	16	29	16	48
Abilene Municipal Pool	8	38	21	18	30
Bicentennial Park	7	39	38	16	15
Little Ike Park	4	16	56	25	14
Total Responses	27	109	160	101	179

Eisenhower Park and the Fairgrounds were the most visited, reasonably enough given the extent of the attractions there. The Community Center is open all year, so it outpaced the Municipal Pool, but both are clearly highly utilized by the community. Bicentennial Park and Little Ike Park were fairly evenly matched in visits, but both are quite well used.

Central Kansas Free Fair Visits

The first table shows the responses received when Abilene area residents were asked whether they had attended the Central Kansas Free Fair anytime in the last ten years, and how often they had visited. The second table shows how often a survey respondent or anyone in their immediate family attended specific Free Fair activities.

FREE FAIR Never attended	Attended CKFF in the last 10 years			
	0 times	1 to 3 times	4 to 10 times	more than once per year
0	5	17	43	50

Have you or anyone in your immediate family attended any of the following Central Kansas Free Fair activities? If yes, which ones?		
No, I have not attended	5	1%
CKFF Parade	100	20%
Wild Bill Hickok PRCA Rodeo	92	19%
Carnival	84	17%
Demo Derby	74	15%
Bulls, Broncs, Barrels & Breakaway	57	12%
Abilene City Band Performances	50	10%
Truck & Tractor Pull	33	7%
Total Responses	495	100%

The various events are listed in order of their popularity. Only 1% of respondents had never attended the Fair.

Abilene Park System Master Plan 2024-2045

Little Ike Park	Very Good		Adequate		Inadequate		Don't know	
Landscaping	92	80%	14	12%	2	2%	7	6%
Statue of Ike as a Boy	78	68%	26	23%	0	0%	11	10%
Picnic Tables / Benches	54	47%	36	31%	2	2%	23	20%
Pedestrian & Handicapped Access	49	43%	39	34%	2	2%	24	21%
Vehicle Access & Parking	45	39%	50	44%	5	4%	14	12%
Totals	318	55%	165	29%	11	2%	79	14%

Bicentennial Park	Very Good		Adequate		Inadequate		Don't know	
Landscaping	35	31%	43	38%	0	0%	35	31%
Vehicle Access & Parking	28	25%	45	40%	1	1%	39	35%
Playground	22	19%	47	42%	1	1%	43	38%
Pedestrian & Handicapped Access	22	19%	42	37%	1	1%	48	42%
Picnic Shelters / Tables	19	17%	56	50%	0	0%	38	34%
Restrooms	7	6%	40	35%	8	7%	58	51%
Basketball Court	6	5%	39	35%	1	1%	67	59%
Totals	139	18%	312	39%	12	2%	328	41%

Eisenhower Park	Very Good		Adequate		Inadequate		Don't know	
Rose Garden	102	90%	7	6%	0	0%	4	4%
Landscaping	69	37%	37	33%	2	2%	5	4%
Tennis Courts	32	28%	29	26%	9	8%	43	38%
Pedestrian & Handicapped Access	31	27%	42	37%	6	5%	34	30%
Vehicle Access & Parking	29	26%	64	58%	8	7%	10	9%
5/8-mile Walking Trail	28	25%	55	49%	2	2%	28	25%
Picnic Shelter	25	22%	67	60%	2	2%	18	16%
Skatepark	14	12%	44	39%	4	4%	51	45%
Basketball Courts	13	12%	50	44%	12	11%	38	34%
Sand Volleyball Courts	12	11%	41	36%	13	12%	47	42%
North Ball Diamonds (1 & 2)	10	9%	27	24%	34	30%	42	37%
South Ball Diamonds (3 thru 7)	9	8%	30	27%	35	31%	39	35%
Restrooms	5	4%	43	38%	41	36%	24	21%
Totals	379	26%	536	37%	168	11%	383	26%

Park Facilities Ratings

These tables show the responses received on the Questionnaire, when Abilene area residents were asked to rate the facilities in each of the community's parks.

Facilities are listed in order of the percentage of "Very Good" ratings they received.

Park landscaping in general was much appreciated, with the Rose Garden claiming particular honors.

Little Ike Park's sculpture, and its simple amenities—tables and seating—were highly valued.

Lowest ratings went to the basketball court and restrooms in Bicentennial Park, and the restrooms and ball diamonds in Eisenhower Park.

Abilene Park System Master Plan 2024-2045

Fairgrounds	Very Good		Adequate		Inadequate		Don't know	
Sterl Hall	43	38%	66	58%	0	0%	4	4%
Landscaping	28	25%	67	59%	9	8%	9	8%
Rodeo Arena	24	21%	71	63%	1	1%	17	15%
Grandstand / Bleachers	18	16%	79	70%	3	3%	13	12%
Midway	17	15%	72	64%	8	7%	16	14%
Vehicle Access & Parking	16	14%	69	61%	14	12%	14	12%
Pedestrian & Handicapped Access	16	14%	53	47%	5	4%	39	35%
RV Camper electrical hookups	15	13%	29	26%	3	3%	66	58%
Cattle Show Arena	10	9%	48	42%	3	3%	52	46%
Swine Show Barn (1990)	10	9%	46	41%	6	5%	51	45%
Press Stand	9	8%	46	41%	6	5%	52	46%
Horse Barn (1998)	8	7%	50	44%	3	3%	52	46%
Cattle Stalls/Barns	8	7%	44	39%	8	7%	53	47%
Showers and Restrooms	8	7%	42	37%	8	7%	55	49%
Poultry Coops (2001)	5	4%	48	43%	7	6%	52	46%
Concession Stands	4	4%	64	57%	13	12%	32	28%
Totals	239	13%	894	49%	97	5%	577	32%

This table shows the responses received on the Questionnaire, when Abilene area residents were asked to specifically rate the various **Fairgrounds facilities** within Eisenhower Park.

Sterl Hall received the highest ratings, while the livestock facilities and concessions stands got the lowest ratings.

Abilene Community Center	Very Good		Adequate		Inadequate		Don't know	
Landscaping	64	56%	37	32%	2	2%	12	10%
Vehicle Access & Parking	54	47%	42	37%	6	5%	13	11%
Restrooms	47	41%	42	37%	4	3%	22	19%
Pedestrian & Handicapped Access	41	36%	37	32%	4	3%	33	29%
Multi-purpose Rooms	39	34%	45	39%	4	3%	27	23%
Indoor Basketball Courts	37	32%	34	30%	3	3%	41	36%
Indoor Volleyball Courts	32	28%	28	24%	3	3%	52	45%
Indoor Walking Area	21	18%	34	30%	14	12%	46	40%
Totals	335	36%	299	33%	40	4%	246	27%

This table shows the responses received on the Questionnaire, when Abilene area residents were asked to rate the facilities at the **Abilene Community Center**.

All the facilities in the Community Center were highly rated, though the Indoor Walking Area was less approved than any of the others.

Abilene Park System Master Plan 2024-2045

Abilene Municipal Pool	Very Good		Adequate		Inadequate		Don't know	
Landscaping	41	36%	46	41%	2	2%	24	21%
Concessions	34	31%	37	33%	1	1%	39	35%
Play Pool with Mushroom Sprays	27	24%	38	34%	14	12%	34	30%
Slide	26	23%	44	39%	3	3%	39	35%
Vehicle Access & Parking	24	21%	55	49%	8	7%	26	23%
Pool House / Restrooms	22	20%	48	43%	6	5%	36	32%
Toddler Pool	21	19%	42	37%	4	4%	46	41%
Pedestrian & Handicapped Access	20	18%	49	43%	1	1%	43	38%
Lap Pool	18	16%	41	36%	4	4%	50	44%
Diving Boards	16	14%	51	45%	4	4%	42	37%
Shaded Seating	14	12%	41	36%	24	21%	34	30%
Totals	263	21%	492	40%	71	6%	413	33%

This table shows the responses received on the Questionnaire, when Abilene area residents were asked to rate the facilities at the **Abilene Municipal Pool**.

In general, the Pool's facilities seem to be considered adequate, rather than excellent. The availability of shaded seating was judged most inadequate.

CHAPTER 2. Park Planning Principles

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

This chapter contains information on several fundamental planning principles which may influence decisions regarding park facilities and priorities—including environmental sustainability, community health, accessibility, and community identity.

Environmental Sustainability

Parks contribute to a healthy environment. They protect open space that preserves wildlife habitat, supporting native plants and birds, mammals, butterflies and other animals. Trees in parks sequester carbon, improve air quality, and reduce urban heat island effects. Park waterways can protect riparian plants that filter runoff and improve water quality, and park greenspace helps recharge aquifers and mitigate flooding.

As each park in Abilene is developed or renovated, strive to incorporate elements that contribute to environmental sustainability.

Native landscaping, particularly along waterways, provides ecological advantages for water, soil, and wildlife, and can also reduce the costs of watering, mowing, and disposal of grass clippings. Already adapted to the Kansas climate, native trees, shrubs, grasses, and perennials are also less vulnerable to local insects and diseases.

Information on Kansas native plants is available from [Kansas Wildflowers & Grasses](#), [Dyck Arboretum of the Plains](#), and the [Lady Bird Johnson Wildflower Center](#), among others.

Green infrastructure uses landscaping to slow and absorb stormwater runoff as close to its source as possible, rather than using conventional drainage structures and storm sewers to relocate runoff away from buildings and other structures.

The first inch or so of rain that falls washes pollutants off of road and parking lot surfaces, creating a concentrated pollutant load. It is especially important to keep this "first flush" out of creeks and rivers. Parks can be used for green infrastructure installations, while continuing to support recreational uses.

- **Bioswales** are shallow open channels intended to convey runoff, but slow it down. Lined on the sides and bottom with dense vegetation, ideally of native species, the plants in a bioswale slow flow velocity, filter impurities, and promote infiltration. Bioswales require more space than curb and gutter systems, but manage runoff better.
- A **raingarden** is a shallow depression in the landscape, planted with a variety of native wetland and prairie vegetation. A raingarden should never hold standing water for more than 48 hours before it soaks into the ground. Compared to conventional turfgrass, a **raingarden** reduces runoff by about 30%.
- **Permeable pavement** is made of materials which have enough air space to allow water to drain right through into a stone aggregate layer below. The aggregate acts as a reservoir, reducing runoff and allowing the water to slowly infiltrate into the ground. Asphalt, concrete and concrete paver units are all available in permeable versions. Typical uses include sidewalks, driveways, parking lots, and low-traffic roads.



Bioswale, raingarden & permeable concrete

Land that hosts a **rainwater retention pond** can not only manage runoff from a large developed area, it can simultaneously serve as a community park. Walking trails and fishing docks are popular amenities in such facilities.



*Rainwater retention area
with native plants & interpretive sign*

GOALS — ENVIRONMENTAL SUSTAINABILITY

- Reduce the use of non-native trees, shrubs, and turf in parks, utilizing **native plants** instead where it is possible to do so while maintaining compatibility with the characteristics of surrounding neighborhoods. Dedicate some areas to native grasses and wildflowers for **butterfly gardens**.
- Where appropriate, consider incorporating **permeable pavements, raingardens, bioswales or retention ponds** into the park system, both to aid in handling stormwater runoff, and to act as demonstration projects to inform residents about green infrastructure solutions.

Community Health

Parks contribute to people's physical, mental, and emotional health, in a variety of ways. They offer opportunities for exercise, relaxation, family bonding, and connecting with friends both old and new. Studies have shown that the length of stay in visits to parks significantly correlates with reductions in stress, lowered blood pressure, and perceived physical health.

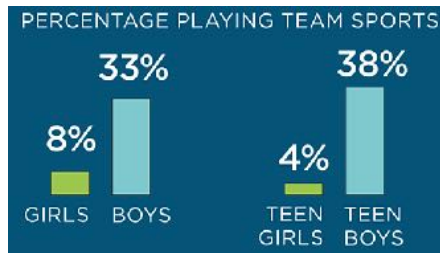
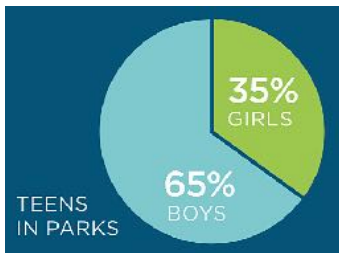
Obesity Epidemic General levels of fitness for both adults and children have been declining for decades in America, resulting in a well-documented obesity epidemic with profound effects on public health, including increasing rates of heart disease, diabetes, and certain cancers. Reliable information on the obesity epidemic is available from the [Centers for Disease Control and Prevention](#), the [National Institutes of Health](#), and the [Robert Wood Johnson Foundation](#), among other sources.

More than a third of U.S. adults are obese, and another third are overweight. The same percentages hold for American children and teens, who are becoming overweight and obese at earlier ages. Early obesity increases both the likelihood of adult obesity, and the risk of future heart disease.

Typically, only about a third of the population will maintain a personal exercise regimen simply because they enjoy exercising. To stay fit, **most people need the incentives of convenience and fun in order to build exercise into their daily routines.** Attractive parks and pathways encourage participation in physical activity, and support healthier lifestyles for Abilene's residents.

Active Parks, Healthy Cities In 2018, after two years of research to identify to what degree neighborhood parks encourage people to be physically active, the nonprofit *City Parks Alliance* produced a national study of neighborhood parks called *Active Parks, Healthy Cities*. Results included:

- Simple proximity to a park does not necessarily make people more inclined to use it. Instead, **amenities, signage, and programming have more impact** on use.
- **Marketing** Banners, posters and signs are proven effective at increasing park use, and social media can connect people with park programs. Such marketing can increase the number of a park's users by **62%**.
- **Girls are significantly less likely to use parks than boys.**



- 25% of children's park use is at **playgrounds**. Every play element added to a playground increases its use by 50%.
- **Adults** are 49% of park visitors.
- **Seniors** are 18% of the population, but only 4% of park users.
- **Walking loops increase park use by 80%, and double the number of seniors using the park.**

Multigenerational Play Traditionally, playgrounds have been designed strictly for children, with perhaps a seating area nearby where the accompanying adults can sit and wait for the kids to get done playing. What a wasted opportunity!

Playgrounds offer more physical, social, and emotional benefits when they *don't* focus solely on children. Research shows that children who play with adults are more creative and have better language and problem-solving skills—and that adults who play with children have less stress, improved cognitive skills, and better mood and relationships.

- A British study showed that **75% of children preferred outdoor play with parents or grandparents over video games.**

Multigenerational playgrounds often include children's play equipment, and outdoor fitness equipment for both adults and children. Recently, manufacturers have started to offer playground equipment designed for adults and kids to play on together, such as wide slides and tandem swings.



For maximum synergy, multigenerational playgrounds should be near a loop walking path, and close to shaded seating and game tables.



Contact with Nature Though people are spending more and more of their time focused on a digital interface of one kind or another, natural landscapes still appeal to human beings in a very fundamental way.

For children, playing outside in nature is critically important for healthy development, improving their hand-eye coordination, ability to learn, and emotional stability. Being in nature can help train a child's developing brain to focus better, reducing the symptoms of Attention Deficit Hyperactivity Disorder (ADHD).

The results of insufficient contact with nature, especially for children, have been described by author Richard Louv as "Nature Deficit Disorder", beginning in his 2005 book *Last Child in the Woods*. More information on the physical and psychological impacts of too little interaction with nature is available on the [Children & Nature Network](#) website.

Incorporate **natural areas and nature trails** into the park system, giving them at least as much thought as sports fields and playgrounds.

Nature playgrounds are another option, incorporating natural elements like rocks, water, and tree trunks. For more information, see the National Wildlife Federation [Nature Play](#) website, and a case study from the American Society of Landscape Architects on [Making Nature Play Areas That Work](#).



Examples: Nature Playgrounds

GOALS – COMMUNITY HEALTH

- Add **walking path loops** to every park where they are feasible.
- Offer other **on-demand opportunities for exercise**. Encourage special-use parks such as dog parks or outdoor fitness zones, that encourage frequent use and enhance social connections.
- Add **multigenerational playgrounds** to every park possible.
- Add **game tables** to parks, wherever appropriate.
- Include **shade** and **drinking fountains** near all active park facilities.
- **Market** park and recreation programs with banners, posters and signs, and via social media.
- Design park programs specifically to **encourage more girls to participate**.
- **Help people to notice and understand nature** in parks. This could be something as simple as a patch of milkweed along a path and some information on Monarch butterflies, or a sign alerting people to listen for woodpeckers in an area where they can often be heard.

Accessibility

The *Americans with Disabilities Act (ADA)* is a civil rights law intended to make sure that people with disabilities have the same rights and opportunities as everyone else. It took effect originally in 1990, and was updated in 2009. The ADA prohibits discrimination against disabled individuals in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public—such as parks and pathways.



To meet ADA requirements, park system facilities should comply with the standards described in the [ADA Accessibility Guidelines \(ADAAG\)](#). The guidelines are complex, and do contain exceptions for extraordinary circumstances, but in general they can be expected to come into effect once a facility or space is altered beyond the requirements of routine maintenance.

Meeting ADAAG standards typically involves providing at least one **ADA parking** space, a sidewalk that qualifies as an **accessible route** connecting the ADA parking to **accessible facilities**, and some accessible versions of each category of park equipment available. So for example, if picnic tables are provided, at least some of them should be accessible; if playground equipment is provided, at least some of it should work for handicapped as well as non-handicapped kids.

Currently, Abilene's parks are in transition. Some elements of accessibility have been added in some locations, but many park facilities do not meet ADAAG standards. As new facilities are added or existing equipment is updated, each should be brought into compliance.

In the area of Eisenhower Park which is part of a listed **Historic District**, making changes that meet both historic requirements and ADA requirements may be challenging. Ideally, imaginative design solutions can be found to meet the goals of both sets of regulations. If it comes down to a choice, however, most historic regulators recognize that some compromise must be found which meets the legitimate public demand for ADA access.

Consider developing an overall **Park System Accessibility Plan** for the park system as a whole, to make sure that improvements built at individual parks over the course of years will eventually fit into a comprehensive and coordinated solution for ADA accessibility throughout Abilene's park system.

- [ADA Access Guides on Recreation Facilities](#) include information on play areas, play surfaces, sports facilities, swimming pools, fishing docks and golf facilities.
- New [Public Right-of-Way Accessibility Guidelines](#) were published in 2023. Among other things, they address sidewalks, shared-use paths, and on-street parking.

GOALS – ACCESSIBILITY

- Every park should, at minimum, have ADA parking and an accessible path to an accessible picnic table.
- Develop and implement a **Park System Accessibility Plan**.

Pilot Rock
Universal Access
Picnic Table



Community Identity

Good parks are a major factor in a community's perception of its own quality of life. Parks are a source of public pride and cohesion, helping to strengthen our sense of community. Parks host events from ball games to concerts, from family picnics to holiday lighting spectaculars, providing a setting for moments that turn into cherished memories.

Parks serve people of all ages, all abilities, and all economic backgrounds. They provide a destination where residents can interact with each other and meet new people. They are great places to teach children—about everything from trees and birds, to winning with grace and losing with dignity, to getting along with other kids without adults enforcing the rules.

Abilene's park system should have an identity of its own—one that is a reflection and a reinforcement of the community's character. This can best be achieved with a **coherent palette of colors and materials used in all the parks, a consistent parks signage system, and a system-wide landscaping theme**—all selected to showcase Abilene's own style.

This does *not* mean that all the parks should look the same. On the contrary, it is critical that each park maintain its own individual personality.

This apparent contradiction can be resolved by **selecting certain design elements to be consistent throughout the park system, while designing other aspects to be unique to each park**. For example, all picnic tables or trash receptacles might be of one design, but each specific park might have its own signature color. Or, all park signs might be constructed of similar materials, but in different designs and sizes, each appropriate to the particular park.

Furnishings & Lighting

Consider selecting furnishings and lighting designs that incorporate traditional design elements updated with today's clean lines, achieving a contemporary look that is still compatible with existing historic structures. Basic furnishings that will be in every park, such as trash receptacles, benches, picnic tables and bike racks, should be selected to reflect a **signature style**.

Select furnishing manufacturers that offer enough **options** to allow for both functional and design flexibility. For example, a single style of park bench might be offered in models with backs and without, with arms and without, in several sizes, and in a variety of colors. Such diversity allows varying practical needs to be met, while maintaining a coherent design scheme.

Long-term replacement and maintenance costs should also be figured into the selection criteria for furnishings. Typical materials options include powder-coated steel, plastic-coated steel, aluminum, wood, plastics, and composites. Consider life-cycle costs, since less expensive materials tend to need replacement more often, and in the long run may not be as economical as they seem. Park furnishings that look old and worn do nothing positive for a community's perception of its identity.

Lightpoles and luminaires should also be selected for both design flexibility, maintenance efficiency, and low life-cycle costs. Ideally, luminaires should be a **full-cutoff design**, which reduces the environmental impacts of light pollution, and avoids the cost of wasted light.

LED luminaires are energy efficient, typically designed for ease of maintenance, and have very low operating costs compared to other light sources. They are available in colors of the light itself that range from pure white "daylight" bulbs to ones that mimic the golden glow of incandescent lighting—and the color of night lighting strongly influences the character of the space.

When selecting a **color palette** for park system furnishings, remember to consider the effects of hot summer sun on items like metal benches. Lighter colors tend to absorb less heat than dark colors. Selecting from a manufacturer's available standard colors is more cost-effective for most items, since custom colors can add significantly to the cost of park furnishings.

Bicycle Racks Every park should be equipped with bicycle racks. Locate racks so they are convenient to destinations within the park, clear of pedestrian traffic patterns, and clearly visible for security. Ideally, they should be placed on a paved surface, adjacent to a sidewalk or pathway.

Select a **bike rack design** that meets functional requirements for proper two-point bicycle support, is lockable, and is constructed of low maintenance materials. Racks located in a pedestrian pathway usually need a crossbar to comply with ADA vertical-element requirements; those located in a bicycle parking area that is clear of the adjacent pathway often do not need a crossbar.

The simplest rack design which meets these functional criteria is the inverted "U" type, which can be designed with or without a crossbar. There are endless variations on the theme. This style of bike rack can easily be customized to be unique to Abilene's parks, helping in one more small way to reinforce an identity for the park system.

Consider specifying bike racks with a specific color, or with a crossbar or panel insert of water-jet or laser-cut metal. Such metal work can be cut with just about any design imaginable—the City's name, a donor's name, an Abilene Parks logo, or even a unique piece of art.



Avoid ribbon racks, spiral racks and schoolyard racks. These styles do not provide effective two-point support or proper lockability.



Ribbon Rack

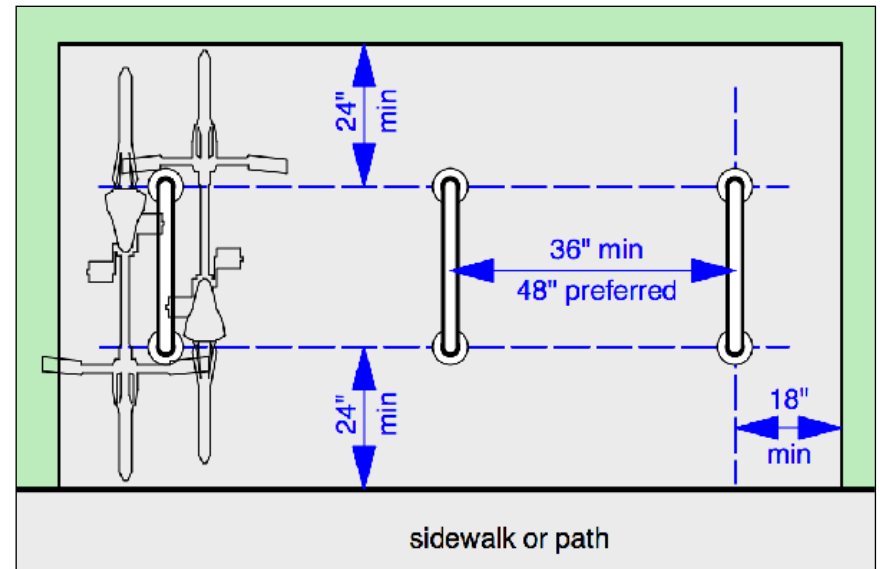


Spiral Rack



Schoolyard Rack

Multiple racks can be installed in a row, in numbers appropriate to need. Racks should be at least 3 feet, preferably 4 feet apart. To make sure bicycles don't block the adjacent path when racks are in use, the back of each rack should be at least 2 feet, preferably 3 feet clear of the sidewalk's edge.



Visit the [Association of Pedestrian and Bicycle Professionals](#) website to find more information about bicycle rack design and installation.

GOALS – FURNISHINGS & LIGHTING

- ## Signage

Figure 1: Signage and wayfinding system for the Jasper National Park Visitor Center.

The diagram illustrates a signage and wayfinding system for the Jasper National Park Visitor Center. It shows a cross-section of the landscape with various signs and wayfinding elements. The top section shows a car and a person walking, with signs for 'Jasper' and 'Jasper National Park'. The bottom section shows a person walking, with signs for 'Jasper National Park' and 'Jasper Visitor Center'. The signs are color-coded: green for 'Jasper National Park' and brown for 'Jasper Visitor Center'. The diagram also shows a map of the area and a list of locations.

Signage and Wayfinding System Details:

- Top Section (Car and Person):**
 - Wayfinding:** Sign for 'Jasper' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
- Bottom Section (Person):**
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").
 - Wayfinding:** Sign for 'Jasper National Park' (Top Sign: 12" x 12", Bottom Sign: 12" x 12", Signage: 12" x 12").

The image contains three separate photographs. The leftmost photo shows a large, light-colored stone archway with the text 'Andover Central Park' in black. The middle photo shows a stone wall with a silhouette of four people playing sports (a basketball player, a soccer player, a tennis player, and a baseball player) above the text 'Andover 13th Street Sports Park'. The rightmost photo shows a tall, triangular stone monument with a blue and white graphic of a stylized 'A' and the text 'ANDOVER HIGH SCHOOL' at the base.

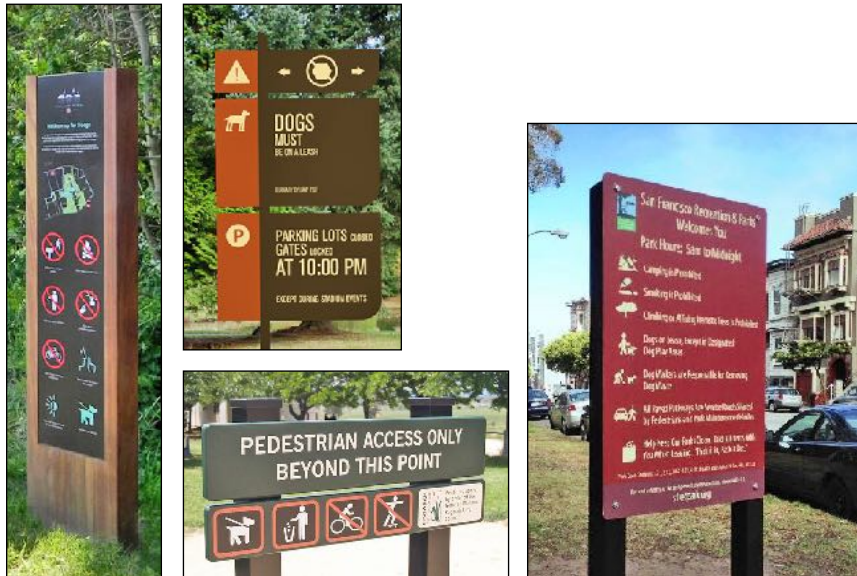
page 2 - 8

Regulatory signs communicate basic rules of behavior for visitors to a park. Such signs should be easily recognizable, of the same design, material, and color in every park—even if the regulations themselves may vary. Try to avoid a long list of "do nots", which is not very welcoming. Instead, provide a concise list of expectations for good behavior:

- What hours is the park open?
- Are dogs allowed, and do they have to be leashed?
- Please don't litter!

...and whatever other *essential* points need to be made.

To be effective, the regulations shown on such signs must be *very* clear and *very* simple. Icons are more likely to be noticed and remembered than text. Almost no one will stop to read a long list of rules. Incorporating both courtesy and humor into regulatory signs helps to encourage compliance.



Examples of park regulatory signs—using icons, and a combination of both icons & text.

Interpretive signs offer information that helps to educate and engage visitors. Such signs may offer tidbits about local history, describe the environmental impact of a local stream, identify birds to look for, explain art on display, or any number of other possibilities. Modern graphics production methods allow durable outdoor interpretive signs to incorporate text, images, and color at a reasonable price.



Interpretive sign—graphic panel



Interpretive signs in decorative metal frame & in rustic wooden frame

GOAL – SIGNAGE

- Establish a **balanced signage system** that uses all four categories of signs, as appropriate, in designs that coordinate with each other.

Locate each sign precisely where appropriate and necessary. **Avoid unnecessary signs**, both to prevent clutter, and to enhance the impact of the signs that *are* needed.

Park Landscaping

A City's park and other public landscapes can be instrumental in creating the kind of ambience that gives a community unique character. It is not necessary to landscape every inch of every park according to a specific theme, but **repeating certain landscape elements in key locations** can create an impression of **continuity**. Landscaping is one more component in the strategy of **creating an identity for the park system as a whole**.

Landscaping can also be used to reinforce the **individuality** of each park. As with furnishings and signage, it's a matter of keeping some elements consistent, while varying others. For instance, redbud trees might be used as a backdrop for every park's identification sign, but at one park the sign might be underplanted with ornamental grasses, at another with evergreen shrubs, and at a third with native wildflowers.

Parks are a community's primary provider of public greenspace, and well-maintained landscapes are an essential feature of a good park system. Note that **"well-maintained" does not necessarily mean manicured mowed turf**. While mowed turf has its place, it is *not* a low-maintenance groundcover solution, and it should not be the default landscape for every part of every park.

Natural landscapes appeal to people in a very fundamental way, are essential to support wildlife, and are generally less costly to maintain than turfgrass.

A **defined edge** is essential, between natural areas and mowed turf, to **help park visitors perceive the natural landscape as intentional**, and not as neglect.

Plants that are either **native or adapted to the Kansas climate** need less water and require less maintenance, and are therefore more cost-effective for public landscapes. When selecting plant species for a park landscape, give preference to native species, unless they simply cannot fulfill the specific functional needs at that location.

Currently, most of Abilene's park landscapes are mown turf or formal gardens. Little Ike Park is definitively urban, and should be, but other parks in the system have areas within them that could be appropriate for the informal character of a natural landscape.

Native plants are entirely capable of creating a memorable statement, particularly if massed at entries and other photo-worthy locations. Select a few suitable places, and begin to create some native plant landscaping in Abilene's parks. As a beginning, consider landscapes that use ornamental grasses and native wildflowers as settings for **park identification signs**.

Weed Control "Weeds" are simply plants growing where people don't want them to be, but they are not necessarily bad in and of themselves. Particularly in parks, the chemicals necessary to control weeds are potentially a worse problem than the weeds themselves would be.

However, a policy of tolerance toward wild plants has a few notable exceptions. Even though all three species are native, **poison ivy** (*Toxicodendron radicans*), **sandbur** (*Cenchrus longispinus*), and **stickyweed** (*Galium aparine*) cause enough real harm to make them unacceptable in a public park setting. Maintain an ongoing weed control program in the park system, aimed specifically at these three species, particularly near pathways and picnic areas.

Trees

Some of the trees in Abilene's parks are over-mature, and will need to be replaced during the 22-year span of this Plan. Develop a **tree-selection strategy** now, to make sure that replacement trees are **chosen with long-term, system-wide goals in mind**. Generate a list of park tree options, selecting species and varieties that are **hardy and long-lived** in our harsh Kansas climate. Include options for **shade trees, ornamental trees, and evergreen trees** in the list.

Also make sure that all replacement trees are **planted in locations where they fill a specific functional need** according to the plan for each park—whether shade, screening, or ornamental impact.

This sort of landscaping objective for the parks does not need to be implemented as a single major project. By their nature, landscapes are best accomplished slowly, over the course of years. It simply requires a **recognized long-term landscaping goal**, and a change in perspective so that any work done to a park would be regarded as an opportunity to take one more step toward creating a unique system-wide landscape for Abilene's parks.

Tree Maintenance A series of natural setbacks in recent years, from drought to disease to insect invasions, have put enormous stress on Kansas trees. The City's ongoing maintenance program does a very good job of caring for the park system's trees. But even so, the parks have trees in need of removal, or damaged trees in need of significant restorative pruning. And every park has areas where new trees would be welcome, for shade, as screening, to define spaces, or as a landscape accent.

Tree Farm Many of Abilene's existing trees will reach senescence over the course of this Plan, and the City will need an ample supply of young trees to replace them. Consider the possibility of establishing a municipal tree farm as a cost-effective way of acquiring those trees—not just for the parks, but for street trees as well.

A tree farm allows saplings to be purchased when they are young and inexpensive, then planted and field grown to a size where they can be safely installed in public landscapes. Such a facility would require some City-owned land with reasonably good soil, mulch to keep the weeds down, a convenient water source for a drip irrigation system, and fencing for deer protection.

Once saplings are planted, required maintenance time is quite low. Typically, staff will need to check up on the trees and irrigation system once a week or so during the growing season, to make sure everything is all right. Once a year, when the trees are dormant, the saplings will need to be pruned to shape.

When it is time to dig the trees for planting in a permanent location, a **tree spade** will be needed.



Tree Farm

Turf

In our Kansas climate, **fescue** grass must be irrigated, and requires a great deal of care to thrive.

Bermudagrass is the turf of choice for sports fields in our region. Very tough and drought-tolerant, it can also be very invasive, and is not considered acceptable in neighborhoods trying to maintain fescue lawns. While it will usually survive without irrigation, it is more attractive and can withstand much heavier use when watered; it does not need as much water as fescue.

Buffalograss is a native warm-season grass which, once established, can thrive without irrigation. It generally needs to be overseeded with annual ryegrass for the first few years, to keep weeds down until it is thoroughly established. It is naturally short, and seldom needs mowing. It is not invasive, so it is compatible with neighboring residential fescue yards. It will not withstand the punishment sustained by heavily utilized sports fields, but it can be used successfully in less busy areas.

Buffalograss—mowed & unmowed:

Buffalograss can be mowed for a more formal look, or left unmowed for a more natural appearance.



Defining a mowed edge along unmowed areas helps make it clear to the public that the lack of mowing is a deliberate choice, and not neglect.

In the Abilene park system, consider reducing turfgrass areas in general, replacing bermudagrass with buffalograss where appropriate, and opting for natural landscapes wherever fitting.

GOALS – PARK LANDSCAPING

- Use **ornamental grasses and native wildflowers in landscapes** as settings for park identification signs.
- Continue to promptly remove and properly dispose of **pine trees** as they succumb to pine wilt and/or pine tip moth, and **ash trees** infested with emerald ash borer.
- Develop a **list of acceptable tree species and varieties** to be planted in the parks. Begin with varieties recommended by the [Kansas Forest Service](#).
- Consider instituting a **municipal tree farm**. A **tree spade** will be needed when trees are ready to transplant.
- Purchase a **Stump Grinder** for City use.
- **Plant replacement trees** in the parks *before* old trees have to be removed.
- When an appropriate opportunity presents, especially in lower-traffic turf areas, **replace bermudagrass with buffalograss**.
- Institute an **ongoing weed control program** near paths and picnic areas in the parks, especially for **poison ivy, sandburs, and stickyweed**.

CHAPTER 3. Facilities Design Criteria

In order to provide a common baseline of information for decision-makers, this chapter contains an overview of basic design criteria for some of the facilities and equipment discussed in this Plan.

Parking

If people park outside designated parking areas, they compact soil and damage root zones, eventually killing turf and trees.

In a park, parking lots or parking areas should be **close to destinations**. They should be large enough to serve the number of vehicles likely to be at that destination simultaneously, but no larger. Parking facilities must provide an appropriate number of **ADA accessible spaces** in each park, including van-accessible spaces as necessary.

For facilities that draw crowds, one or two large parking lots make sense. However, in parks where green open space is a primary attraction, it is usually less intrusive to instead have a larger number of smaller on-street parking areas, each in a precisely selected location.

All park system parking areas should be **well screened** with trees and sometimes shrubs. Ideally, provide **shade** for cars as well.



Small on-street diagonal parking areas located close to park facilities for convenience, but screened with trees to make parked cars less intrusive

Gravel parking areas may be appropriate in more lightly-used locations. They actually require more maintenance than paved lots, but they cause less runoff and are less expensive to install. They should be **clearly defined, with wheel stops and edging**.

Restrooms

Restrooms in parks are a high-maintenance and expensive amenity. They should be provided only where they are truly needed, but be built to a high standard of quality.

Abilene has public restrooms available at Bicentennial Park, and at multiple locations in Eisenhower Park. There are none at Little Ike Park, but given the typically short stay time there, restrooms would be redundant.

Public expectations are higher than they used to be, and **upgrading the quality of existing restrooms** was one of the most frequent requests in the public's response to the Community Questionnaire. Restrooms at the Community Center were quite highly rated, and those at the Municipal Pool were considered adequate. However, the restrooms at Bicentennial and Eisenhower Parks garnered extremely low ratings.

Many of the freestanding restroom buildings in the City's parks are fundamentally sound, and already supplied with plumbing and electrical services. Upgrading them typically involves:

- Renovating interior **finishes**.
- Replacing interior **fixtures**.
- Improving the heating, ventilation, and air conditioning (HVAC) system.
- Improving **lighting**.
- Making sure that **ADA requirements** are met.

Family Restrooms Especially near playgrounds, consider providing two or three **family restrooms** in each restroom building, as opposed to the traditional split between men's and women's rooms. Even in restroom buildings near sports venues, where gender-specific restrooms are likely necessary to handle crowds, provide at least one family restroom in each building.



Interior **colors** should be generally light and neutral, perhaps with an accent color to give the space a less institutional feel.

All interior **surface treatments** should be selected to allow fast, thorough and effective cleaning, keeping maintenance costs down and visitors comfortable enough to actually use the facilities. **Floors** should have a seamless and waterproof epoxy coating with a continuous cove extending at least six inches up the walls. Options for **walls** include high-gloss epoxy paint on masonry, glazed masonry, and tile. **Stall partitions** are typically made of high-quality plastics designed for such use, and are also available in stainless steel.



Select heavy duty **sinks, toilets, and urinals**, which are available in vandal-resistant and ADA accessible models, including stainless steel options. A single **trough sink** with multiple faucets, as opposed to multiple individual sinks, can simplify cleaning.

Motion activated faucets save water, and **motion activated soap dispensers** and **self-flushing toilets** help keep the facility clean. **Hand dryers** are lower-maintenance than paper towels. Stainless steel **mirrors** are available; at least one mirror should be installed to be ADA compliant. If a family restroom is not available, provide **diaper changing stations** in both men's and women's restrooms.

Amenities Simple and inexpensive amenities can make a world of difference to the level of visitor satisfaction. Near the door, provide a **trash receptacle, coat hooks** and a **shelf**, and enough **space to park a stroller**. Make sure the inside of partition doors have **hooks** for purses or backpacks. The exit door should be equipped with a **toe pull**, to allow visitors to open it with a foot.



Lighting Dim lighting can make any restroom feel dingy and unsafe. Provide ample motion-activated bright-white LED lights when updating park restrooms. If possible, also provide natural daylight, with glass block clerestory windows or skylights.

Better lighting in the Restroom building at Bicentennial Park was particularly mentioned during this planning process, as an important and needed improvement.

HVAC Kansas winters are not so severe that park use ceases for the season, and modern park restroom buildings are expected to be temperature controlled to allow use all year long. A **ductless mini-split heat pump** system is often the most cost effective solution to maintain these small isolated buildings at reasonably comfortable temperatures in every season.

Lingering unpleasant smells are one of the fastest ways to make anyone detest a public restroom, so **positive airflow** is essential, and can be provided by a properly selected heat pump operating in low-power mode.

Pre-fabricated Restrooms If a restroom building should prove structurally unsound for some reason, and need to be replaced, consider the option of replacing it with a prefabricated turnkey park restroom building. There are a wide variety of styles and sizes available, and they can be a very cost-effective solution.



Playgrounds

Abilene's parks host a wide variety of playground equipment, from vintage climbers to modern multi-component play units. It has all been consistently well cared for, and has delighted generations of Abilene's children.

However, community expectations and safety requirements both change over time, and there are elements of park play equipment that need to be updated to meet today's standards. In particular, most of Abilene's playgrounds are not currently **ADA accessible**, and the various materials beneath playground equipment should be upgraded to poured-in-place safety surfacing.

Poured in place safety surfacing is the alternative of choice for playgrounds today. It is more expensive than other surfacing options to purchase and install, but less expensive to maintain. It is also extremely resilient and therefore much safer, and meets ADA guidelines for accessibility. There are often grants available to help communities pay for it.

The greater the potential **fall height** from a piece of play equipment, the thicker the safety surface beneath it needs to be. Modern playground design generally seeks to **cluster play equipment** with similar fall heights as close together as safety margins allow, in order to **keep costs down** by reducing the total square footage of safety surfacing needed.

Typically, **play areas for pre-school children are at least slightly separated from those for elementary school-age kids**, largely for safety reasons. In between the two zones, a **shade structure with tables and seating** can provide a comfortable place for caregivers to wait, and perhaps enjoy a conversation with other grownups.

Alternatively, engage the adult caregivers in play by providing some **intergenerational play** elements, or offer some **outdoor exercise equipment** so the adults can get in a workout while watching the kids play. Also consider incorporating **nature play** elements in at least one playground.

When selecting playground elements, make sure to include **accessible equipment** that can be used by all children, including those who are handicapped. An ADA compliant playground has to be connected by an ADA compliant sidewalk to ADA parking, and has to have at least some accessible play equipment. ADA compliant play equipment, that can be used by both handicapped and non-handicapped kids, is available in a wide variety of options from many manufacturers.

Shade should also be provided for all play equipment, either from nearby trees, or from overhead shade structures which these days are typically made of fabric. Multi-component play units are available that include integrated shade elements.



Safety Surfacing

Falls are the leading cause of playground injuries. To minimize the risk, modern playgrounds have equipment that is clustered in age-appropriate groupings of similar heights, with surfacing beneath that is designed with a shock absorption capacity to suit the maximum fall height of the associated equipment. These surfaces are expensive, often 10% to 20% of the total budget, so playgrounds are compact in order to minimize their cost.

A number of options are available for such safety surfacing, which vary in life-cycle cost, maintenance requirements, and effectiveness. They fall into two basic categories: bound surfaces (poured-in-place rubber, synthetic turf and rubber tiles), and loose-fill surfaces (shredded rubber, wood chips, pea gravel, sand, and similar materials).

Solid rubber surfacing is expensive compared to other choices, but it is the most resilient option. It is installed over a base, either as a monolithic poured-in-place surface, or as interlocking prefabricated rubber tiles. **Poured-in-place rubber surfaces** are installed over a base layer of concrete, asphalt or crushed stone, which is then covered by a mixture of about 80% recycled rubber with a urethane binder. They are offered in a variety of colors, are slip resistant, allow easy access for wheelchairs and strollers, and require the least amount of maintenance. Poured-in-place surfaces may be as much as 5½ inches thick, and can support fall heights of up to 12 feet. **Rubber tile surfaces** are also installed over a base layer of concrete, asphalt or crushed stone; they come in different thickness and colors.



Synthetic turf which is designed for playground use can be installed over a sufficiently resilient substrate to comply with safety recommendations. It is typically somewhat less expensive than solid rubber surfacing, is ADA accessible, and is low-maintenance compared to loose-fill options.

Synthetic turf that is **not** designed for playground use should **not** be misused in a playground setting.



Loose-fill options are less expensive to install, but are more expensive to maintain. Loose fill options include rubber mulch, sand and pea gravel, and engineered wood fiber. They are easily displaced, particularly in high-traffic areas such as beneath swings or at the bottom of slides, which can create a safety hazard. Even with edging all around, loose materials can end up tossed or tracked into adjacent turf, which can be a mowing hazard. Keeping weeds out of these materials is also a continuous maintenance headache, and use of chemical herbicides is particularly problematic around children. Loose fill surfaces are not usually ADA accessible.

More information on playground safety surfaces is available in the Consumer Product Safety Commission's [Public Playground Safety Handbook](#). Information on ADA accessible play surfaces is available from the U.S. Access-Board.

Shade Structures

Parks are heavily used in summer, and in our climate that means intense heat and intense sun. Shade has long been a welcome amenity in parks, but more recently has been recognized as a significant health and safety issue as well.

Every year, over one million cases of skin cancer are diagnosed in the United States. The best way to prevent skin cancer is to provide lifelong protection of the skin against the sun's ultraviolet radiation.

Currently, there are three typical methods of furnishing shade over broad outdoor areas: trees, overhead structures such as picnic shelters or pergolas, and fabric shade structures. Because fabric shade structures may be less familiar, some additional information on them is provided here.

Fabric shade structures are initially less expensive than solid-roof shelters, but the fabric portions need to be replaced more often. While the poles and foundations of fabric shade structures are permanent, the fabric itself will typically need to be replaced every 5 to 10 years, depending on the quality of the fabric and connections, and the conditions in which the shade fabric is deployed.

Some facility managers bring the fabric sails inside for the winter each year, to extend their lifespans, but this procedure comes at a cost in staff time. However, fabric-to-pole connectors are now available with built-in quick-release mechanisms and fabric tensioning adjustments, which make the process of removal and reinstallation much more efficient.

Fabric materials may be waterproof (canvas, vinyl, or coated fabrics), or breathable (knitted polypropylene). While the waterproof fabrics offer protection from rain, the **breathable fabrics** let hot air escape through their porous weave, **reducing temperatures beneath them by as much as twenty degrees.**

Fabric structures can be designed in an endless variety of shapes, but two types are typically used in park applications: shade sails and hypars.

- A **shade sail** is a triangular piece of fabric, tension mounted on three poles, typically with one corner higher to encourage precipitation to slide off.
- A **hypar** (short for hyperbolic paraboloid) is a rectangular piece of fabric, mounted under tension on four poles, with two diagonally-opposite corners high, and the other two corners low. This results in a continuously curved surface that sheds water very effectively, is more wind-resistant than an equivalently sized shade sail, and can be oriented so the low corners help protect users from low-angle eastern and western sunlight.



Triangular Shade Sail



Tensioned Hypar

Fabric shade structures are so visually striking that they tend to become landmarks. **Shade structures with uniform design elements** could be one more factor in establishing a park system identity for Abilene.

The American Academy of Dermatology offers a [Shade Structure Grant Program](#) to public schools and nonprofit organizations, for up to \$8,000 to install permanent shade structures, particularly at playgrounds. The City may be able to associate with a nonprofit organization to pursue such a grant.

Outdoor Fitness Centers

When first available, outdoor fitness equipment for adults was often dispersed along a jogging path to provide a sequence of individual exercise stations for runners. Now such fitness equipment is typically grouped in a single outdoor fitness area, often located adjacent to a playground, to encourage multigenerational social interaction.

Like indoor fitness equipment, outdoor units are designed to help improve cardiovascular fitness, increase flexibility, and tone muscles. They are often made of similar materials as children's playground equipment, in order to be robust enough to withstand outdoor conditions.

Outdoor fitness units tend to be simpler in design than indoor units, which makes them less intimidating to many people. Some units accommodate two to four users simultaneously, to promote the social interaction which makes them fun, therefore encouraging people to continue using them. Units designed according to ADA guidelines, which are accessible for the handicapped, are available and should be incorporated.

Outdoor fitness equipment tends to appeal to those who do not typically go to indoor fitness centers. It helps to engage that population and introduce them to healthy exercise habits. It allows people of all ages and all fitness levels to have free access to non-intimidating but effective fitness equipment, which they can use as an individual or a family, on their own schedule and at their own pace.

The fresh air and changing scenery of an outdoor exercise session reduce the tedium of an indoor workout. Health studies have shown that simply being outside helps decrease tension and depression levels, and improves people's mood and sense of well-being.



Pickleball Courts

Invented in Seattle in 1965, pickleball combines elements of tennis, badminton, and table tennis. Players use paddles to hit a perforated polymer ball over a 36-inch high net. Designed to be a game for the whole family, it is now an international sport. Rapidly growing in popularity, particularly with seniors, it can be played indoors or outdoors, all year round.

Indoors Until recently, indoor pickleball was most often played on indoor tennis or basketball courts, which were temporarily taped off into pickleball courts and equipped with portable nets. But as the sport has grown, the demand for customized courts has increased, and more and more communities are developing dedicated indoor pickleball facilities, often complete with spectator seating, scoreboards, and associated lounge areas.



Fabric Structures Open-span tensile fabric structures can provide a solution halfway between indoor and outdoor courts. Made of specialized fabric stretched over an extruded aluminum frame, such structures can provide shade, shelter from wind and rain, and a climate-controlled interior, but are far less expensive than a conventional building.



Outdoors In Kansas, outdoor pickleball can be a challenge because of the affect our windy conditions have on the game's light-weight polymer ball. Outdoor courts should be screened with trees and shrubs, particularly on the west side, to help block the wind.

Outdoor pickleball court surfaces can be made of concrete, interlocking rubber tiles, or a monolithic acrylic surfacing on a concrete or asphalt base. They also require striping, nets, and fencing between courts. A single court is 20x44 feet in size, and with perimeter margins takes up an area of 34x64 feet—roughly a third the size of a tennis court.

For more information on developing outdoor pickleball courts, see the [USA Pickleball](https://www.usapickleball.org/) website, which includes a Court Construction manual and Court Lighting Guidelines.



Splashpads, Spray Parks & Water Parks

The terminology for these sorts of water-oriented facilities has long been confused and confusing, but is finally beginning to sort itself out. The following definitions provide general guidance for distinguishing the three categories, although there is often overlap from one type to another.

- **Splashpads:** Typically for use by children 12 years old or younger, they are smaller than spray parks, with equipment that is all safe for pre-schoolers, though still fun for older kids. Splashpads may have features that spray or pour water on users, but are designed to have *no standing water* on the pad—so they can be, and typically are, unsupervised by lifeguards.
- **Spray Parks:** Also for use by children 12 years old or younger; also designed with no standing water, and generally unsupervised. However, spray parks are big enough to have separate areas for pre-schoolers and school-age children. Some of the equipment in a spray park, such as dumping buckets or big water cannons, may be more than a pre-schooler can handle.
- **Water Parks:** Designed for use by people of all ages, including teens and adults. Have multiple attractions ranging from toddler pools with spray elements, to huge water slides, wave pools, and lazy rivers. Requires the same sort of lifeguard staffing as a swimming pool.



Plaza or Playground Style While splashpads may contain the same sort of vertical playground-style elements as spray parks, they also have the option to be designed in a plaza style. Such a plaza may be paved in concrete, brick, or pavers in patterns, but also incorporates ground-level water jets. The jets, which can be programmed to dance in patterns, make the plaza into a splashpad in the summer. When the jets are turned off in cold weather, the paved area still functions as a public plaza.



Playground style



Plaza style

Timers The water elements at splashpads and spray parks are generally on a timer, to prevent their use when the park is closed. They are usually also motion-activated or user-activated, so they only function when someone is there to enjoy them. When in use, different water elements can be programmed to activate in varying sequences, to keep the experience fresh and full of surprises for users.

Recirculation or Flow-through Splashpads and spray parks can be designed to have a recirculation and filtering system, which requires the same daily water quality checks as a swimming pool system, as well as regular maintenance for pumps and filters. Alternatively, they can use fresh water in a flow-through system, with some means to recycle the used water—often as irrigation water at a nearby park or golf course. There are advantages and disadvantages to each option, based on a number of variables including local water costs and potential nearby uses for the flow-through water.

For more information, see
[Key Considerations When Building a Splash Pad.](#)

Dog Parks

Dog parks are an extremely popular community amenity, and one of the most in-demand facilities in American park systems. Well over a third of American households have dogs, and dog parks offer dog owners a place to let their dogs play and exercise off-leash in a safe environment, socializing with other dogs while their owners socialize with other people.



Dog Parks help people socialize, too...

A dog park requires about 2 to 5 acres of park land, near a good access road, and far enough from residential development to avoid noise conflicts. An ideal site would have established turf, and enough sun to keep the grass healthy, but with a scattering of mature trees to offer shade on hot summer days.

Good dog parks have separate enclosures for small dogs and large dogs, each with a double-gated entry vestibule. A section for small dogs is ordinarily about half an acre to 1 acre in size, and a section for large dogs from 1 to 3 acres. Fences are commonly 4 feet high for small dogs, and 5 or 6 feet high for large dogs. Fencing material should be selected to suit the character of the neighborhood, but is typically chainlink.

Larger dog parks actually require less maintenance than undersized ones, since the turf is more likely to remain in good condition if a dog park is not overcrowded. A dog park with a substrate that has turned into dirt or mud becomes a nightmare for everyone. Larger enclosures also reduce the potential for aggression among the dogs.

Well-drained turf is the most cost-effective substrate for a dog park, and generally requires the same maintenance regimen as a sports field. Some dog parks avoid the need for a turf irrigation system by fencing three areas, closing each section in sequence to allow time for the off-duty turf to recover.

A basic dog park can be one of the least capital-intensive recreational facilities to develop, consisting entirely of a parking lot, chainlink fencing, and some dog waste disposal stations. Additional **amenities** to enhance the user experience can be added over time—including shaded seating, lighting, and even options like a drinking fountain designed for both people and dogs, or dog agility equipment.

Most dog parks have an associated **volunteer support group** that helps maintain the park, sponsors programs and special events, and raises funds for additional amenities.

Rules of behavior for dog parks are well established, and in general are effectively enforced with peer pressure. Dispensers for plastic bags and lidded trash receptacles encourage park patrons to pick up after their own dogs.

A dog park must have reliable **parking** available. They do not coexist well with sports fields, or other facilities where periodic events are likely to take up all the parking spaces—so Eisenhower Park is not a good potential location. Abilene's other existing parks are too small.

It is likely that the City of Abilene will need to acquire additional parkland in order to have appropriate space and conditions for a potential dog park. For a city the size of Abilene, a dog park with about 4 to 5 fenced acres plus adjacent parking is suggested.



CHAPTER 4. Abilene Parks & Goals

This chapter contains a short overview of **existing conditions** at each of Abilene's parks. An aerial view shows the extent of each park, labeled with the locations of existing facilities. Photos that document existing equipment were taken mostly in August of 2023.

Such an assessment of existing facilities provides a baseline data set against which to measure future progress. It is also a tool for City staff and government leaders to use as they create a park and recreation system that will fit Abilene's current and future needs.

Problems or issues related to each Park are clarified, **goals** for each park are specified, and **potential revisions** to each park are proposed.

Goals noted in this chapter are intended to help solve any existing specific problems, and to support the overarching purposes of the park system.

GOALS — PARK SYSTEM

- Enhance Abilene's **quality of life**.
- Support **health and wellness** for people of all ages and all abilities, providing opportunities for both social connections and physical exercise.
- Strengthen **community pride** and Abilene's **sense of identity**, by being a place for both small daily pleasures, and major community-wide celebrations.
- Improve **walkability and connectivity** in the city.
- Provide spaces where native plants and animals can thrive, and where people can appreciate **nature**.
- Make Abilene's park system **accessible**, and ADA compliant.

Some issues transcend individual parks, and should be addressed on a system-wide basis. The most consequential such issue is **accessibility**, because it affects everything from parking to equipment selection, from sidewalks to playground surfacing.

It is not required that every element in every park be accessible, simply that at least some of each type of facility be inclusive. So, if picnic tables are available, *some* of them should be accessible. If play equipment is available, *some* of it should be inclusive.

However, implementing partial solutions accomplishes nothing—there is no point in putting an accessible picnic table in a shelter building that a person in a wheelchair can't get to. When an accessible park element is developed, make sure that it is complete—including a place to park, an accessible route leading to the destination, and ADA compliant equipment at the destination.

Much of the park system's lack of accessibility could be corrected with some fairly straightforward changes to parking, some additional sidewalks, and a few pieces of new equipment.

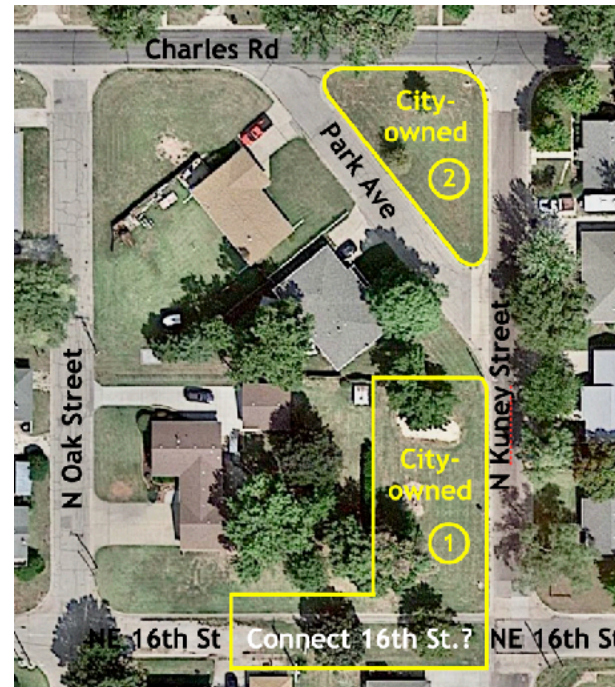
Physical changes to any Park will be incremental over time, but each change should contribute to a coordinated overall vision for the Park's long-term future. Improvements made a step at a time must eventually fit into a comprehensive and coordinated solution for ADA accessibility.



Pocket Park

Less than a quarter acre in size, on the northwest corner of Kuney and 16th Streets, the unnamed Pocket Park has a climber, a spring rider, and a 2-seat set of swings in it, rarely used by anyone living outside the immediate neighborhood. The much more extensive playground of Kennedy Elementary School is on the southeast corner of the same intersection, less than 250 feet away, and has generally been accessible for public use.

The Pocket Park site is in a residential neighborhood, and is essentially a residential lot combined with about half a block of the adjacent 16th Street right-of-way. A drainage channel that runs through the south end of the Park is simply a continuation of the street gutter along the north edge of 16th Street.



A City-owned triangular median island is just north of this property, on the southwest corner of Charles Road and Kuney Street, between the intersection and Park Avenue. During the discussions that took place as part of this planning process, options for this property were considered along with options for the future of the Pocket Park.

The conclusion reached was that the triangle median should continue as is, but that the Pocket Park property would be better used in other ways. The Pocket Park site is too small to meet any unmet park system needs. As a play area, it is more of a liability to the City than it is of value as a park.

PROPOSED Consider doing a lot split. Then the south end of the Pocket Park property could be restored to 16th Street right-of-way, allowing 16th Street to be connected between Kuney and Oak Streets. The balance of the parcel (about 6,550 square feet in area) could be sold as a residential lot.

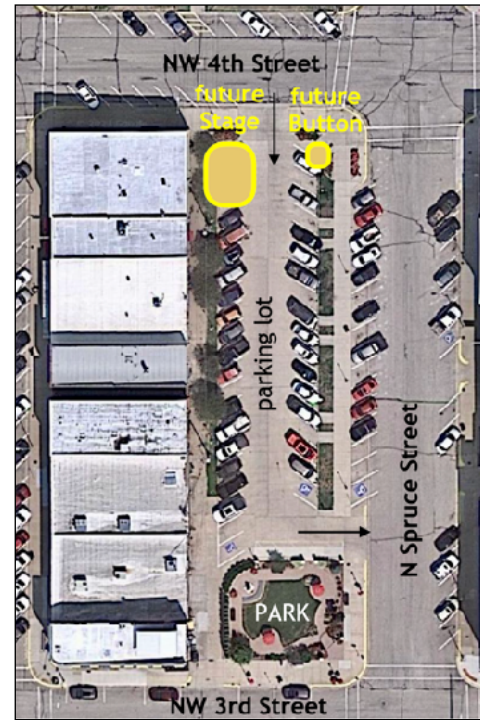
Little Ike Park

Located in the heart of downtown Abilene, at the northwest corner of 3rd and Spruce Streets, Little Ike Park is an island of green in the city's urban landscape. This tiny Park is only 4,041 square feet in size (about nine hundredths of an acre), and like most of downtown, is in the 500-year floodplain.



Little Ike Park celebrates Abilene's history as the childhood home of President Dwight D. Eisenhower. A sculpture of Eisenhower as a boy is the focal point of the Park. A brick and metal arch defines the Park's entrance. Brick paths separate ornamental plant beds from the central lawn, providing access to two small seating areas, where colorful umbrellas shade each table.

Little Ike Park and a public parking lot located immediately to its north work in combination as a venue for many community events and celebrations. Four electric drops have recently been installed in the parking lot, to support food trucks. One of the buildings that backs up to the lot hosts the "ABILENE" mural.



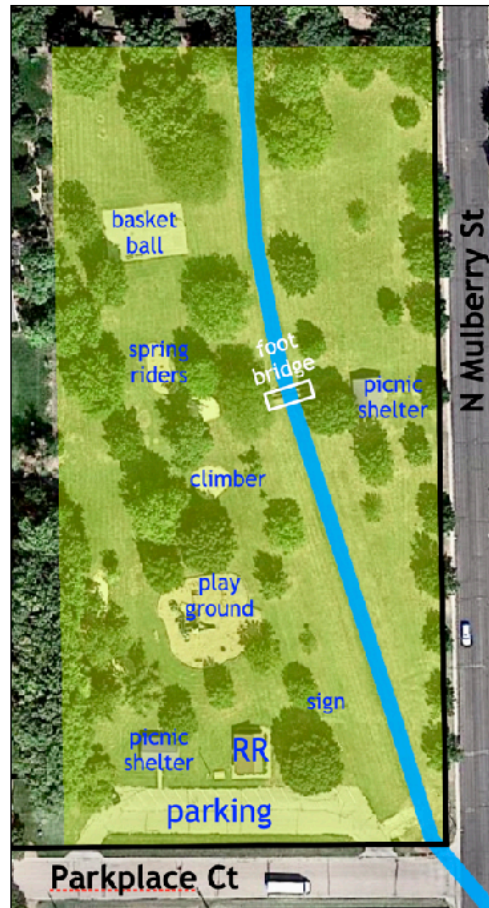
The City has plans to continue improving this parking lot, so it can function better as an extension of the Park during events, yet continue to serve as public parking during typical work weeks. Plans include the addition of the World's Biggest "I Like Ike" Campaign Button, and a small Stage to host performances during events. Improvements that are made will use the same materials palette as the Park, expanding the Park's character farther up the block.



Bicentennial Park

Bicentennial Park is located on the west side of Mulberry Street, just north of Parkplace Court. It is in a residential neighborhood in the northeast part of the city, a block or so north of the High School campus.

This 4.2-acre Park has an 18-space parking lot adjacent to Parkplace Court, with a Restroom Building and a Picnic Shelter close by. There is a basketball court in the northwest corner of the Park. Various types of playground equipment are dispersed in half a dozen places between the Restroom building and the basketball court.



A drainage channel runs roughly north to south through the middle of the Park. Access across it is provided by a pedestrian footbridge, which allows visitors to reach the second Picnic Shelter. This Shelter is the only Park amenity currently located on the east side of the channel.



Abilene Park System Master Plan 2024-2045

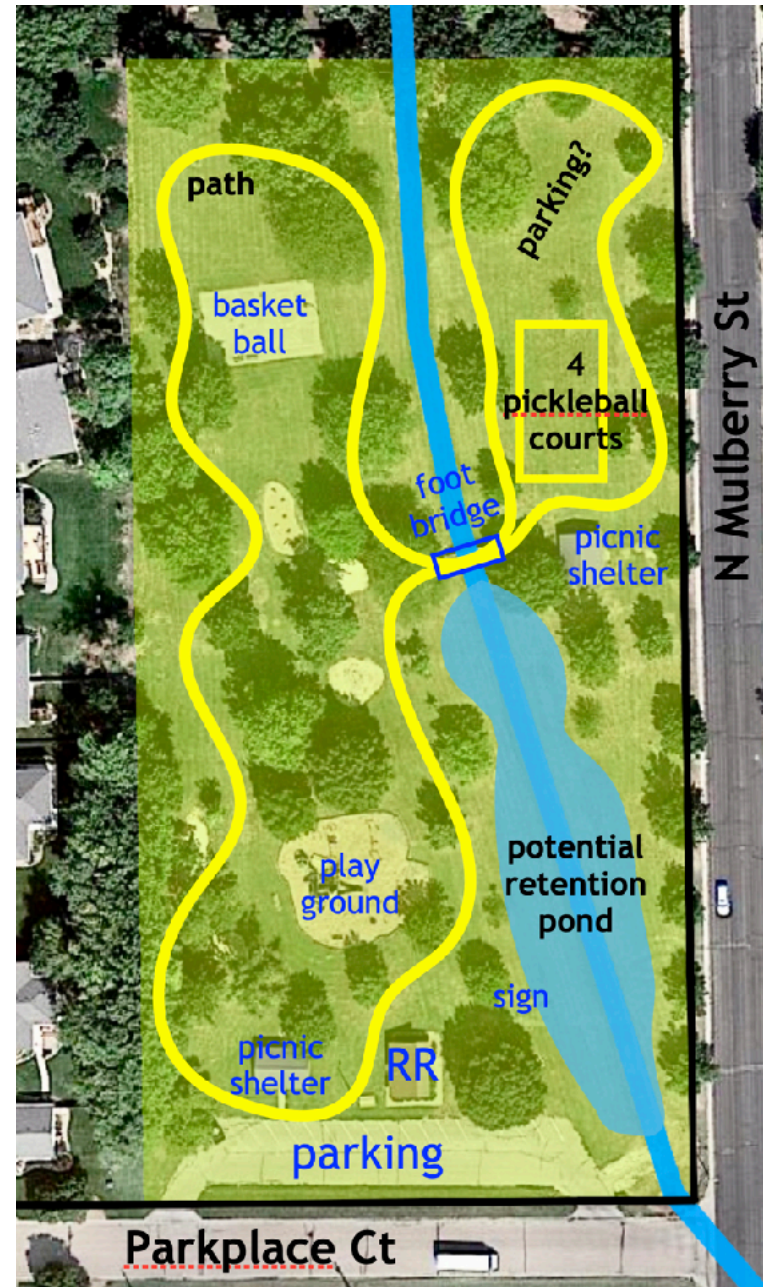
As with other parks, play equipment in Bicentennial Park should be consolidated into just one or two areas, which are then fitted with **ADA accessible poured in place safety surfacing**. The most reasonable procedure would likely be to start with the area around the existing multi-component play structure, which currently uses bark mulch as safety surfacing.

This Park would be an ideal location to add some outdoor **Pickleball Courts** to the park system. There is ample space in the northeast part of the Park to add from four to eight Courts. (The rectangle shown on the adjacent diagram indicates the amount of space needed to accommodate four courts.)

Additional parking off Mulberry Street—either diagonal parking along the street, or a small on-site lot— could serve the north Picnic Shelter, the Basketball court, and any new Pickleball courts. Depending on the scale of the venues developed, about 10 to 12 additional parking spaces would likely be enough for a Park this size, in combination with the existing south lot.

The most important addition to Bicentennial Park would be a concrete **looped walking path**, preferably six to eight feet wide. It would also function as an **accessible route** linking all accessible park venues to handicap parking stalls in both parking lots. (In the adjacent concept diagram, the path shown is about 4/10 of a mile long.)

If drainage patterns and stormwater management calculations indicate that it would be useful to construct a retention pond somewhere along this channel, this Park could be considered as a suitable location for it. There is available space, and adding a water element could add interest to the Park's landscape.



GOALS – POCKET PARK

- Pursue a **lot split** to restore the south end of the Pocket Park property to 16th Street right-of-way.
- Connect **16th Street** between Kuney and Oak Streets.
- **Sell** the balance of the parcel as a residential lot.

GOALS – LITTLE IKE PARK

- Continue to **maintain** Little Ike Park at its current level of excellence.
- Maintain a regular annual spray program to treat the Spruce tree for **bagworms**.
- Continue to **improve the adjacent parking lot** north of the Park, so it can work as an extension of the Park during events, and continue to serve as public parking during work weeks.
Use the **same materials palette as in the Park**, keeping the parking lot improvements in character with the Park.
- Add the **World's Biggest "I Like Ike" Campaign Button** at the northeast corner of the parking lot, as a visitor attraction.
- Add a small **Stage** to the northwest corner of the parking lot, to host performances during events.

GOALS – BICENTENNIAL PARK

- Improve the **lighting** in the **Restroom**.
- Improve the **Restroom**.
- **Consolidate play equipment** into just one or two areas, and fit them with ADA accessible **poured in place safety surfacing**. Start with the area around the existing multi-component play structure.
- Add four to eight **outdoor Pickleball Courts** in the northeast part of the Park, depending on demand.
- Add **parking off Mulberry Street** to serve venues in the north end of the Park—either diagonal parking along the street, or a small on-site lot.
- Add a **concrete looped walking path**, preferably six to eight feet wide, that also functions as an **accessible route** linking all accessible park venues to handicap parking stalls in both parking lots.
- If drainage patterns and stormwater management calculations indicate that a **retention pond** would be useful to construct somewhere along this channel, examine the possibility of adding it to this Park.

Eisenhower Park

Eisenhower Park incorporates 114.5 acres of land, extending from Mud Creek on the east to Washington Street on the west, and from about 4th Street on the south to the line of 11th Street on the north.

The majority of Eisenhower Park is in the 500-year floodplain. Land to the north beyond the Park's northernmost boundary is in the 100-year floodplain, and is currently in agricultural use. There are residential neighborhoods to the south and east of the Park. To the west, land on the far side of Washington is a mosaic of residential, commercial, and industrial uses. The Land Pride industrial facility is northwest of the Park.

Management of Eisenhower Park is complicated by the need for cooperation among **multiple landowners** of the site, by regulatory restrictions resulting from the designation of much of the Park as a national- and state-registered **Historic District**, and by its **use as both the City's major municipal park and as Fairgrounds** for the annual Central Kansas Free Fair.

The City of Abilene has a long and successful history of juggling all these factors, and nevertheless making Eisenhower Park a beloved community destination that serves multiple purposes for a wide variety of people. However, any potential changes to the Park inevitably require negotiations among numerous parties, including various nonprofit user groups who depend on the Park's facilities.

Eisenhower Park Ownership

Eisenhower Park incorporates land owned by the City of Abilene, Dickinson County, the Central Kansas Free Fair Association (CKFFA), and the Kansas Military Board.

- Sterl Hall and the one-acre parcel it occupies are owned by **Dickinson County**.
- The Kansas National Guard building and the 1.6-acre parcel it occupies are owned by the **Kansas Military Board**.
- The **CKFFA** owns a 12-acre open field on the northwest corner of the Park, used during the Fair primarily as a site for carnival rides, and another 1.6-acre parcel on the southwest corner of the Park, on which the City of Abilene's Park Shop is located.



The balance of the land in Eisenhower Park (98 acres or 85.7% of the Park) is owned by the City of Abilene.

Abilene City Park Historic District

Since 2002, a portion of Eisenhower Park has been listed as a Historic District, on both the National and State Registers of Historic Places. The Park Historic District extends from 4th Street on the south to approximately 7th Street on the north, and from Mud Creek on the east to Sterl Lane on the west.

Though noted in the National Register of Historic Places Registration Form as being 39 acres in area, the District is in fact a little less than 20 acres in size.

Within the Historic District, there are 35 resources that contribute to its historic listing, all constructed by the Works Progress Administration during the 1930s Great Depression:

- Six sites — the Fairgrounds Stadium, the Bandshell, the Formal (Rose) Garden, the Picnic/Play Area, the Swimming Complex, and the Fountain Lobe.
- Three buildings — the Bathhouse, the Fair Stadium, and a Restroom Building (now used for storage).
- 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.
- Twenty objects — 17 stone picnic table/benches and 3 picnic ovens.

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

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

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



Eisenhower Park Functional Sectors

Eisenhower Park tends to fall into three different functional sectors.

- North of 8th Street is the **Community Center** sector, which has the Community Center, a parking lot, two baseball diamonds, and room for expansion. This area is the focus of recreational programs in Abilene.
- Anchored by the Rose Garden and the Municipal Pool, the southeastern sector of Eisenhower Park functions as a **municipal park**, and includes picnic shelters and playgrounds; basketball, tennis/pickleball, and volleyball courts; a Skatepark, Cornhole Courts, and the Community Gardens.

The curving line of trees that defines the northern boundary of this sector once outlined the edge of an oval racetrack for horse races, which was part of the Fairgrounds in the early 20th century.

- South of 8th Street, the northern and western part of the Park is dedicated to **Fair facilities and ball diamonds**. Anchored by Sterl Hall, Abilene Stadium, and Royer Bandshell, this sector also includes the Kansas National Guard building, various barns, show rings and concession stands, and five ball diamonds.

Each of these sectors will be addressed separately in the following sections.



Community Center Sector

The 37.1-acre section of Eisenhower Park that is north of 8th Street is a relatively recent addition to the Park, and has not been as intensively developed as parts of the Park that are south of 8th Street. This sector is not in the City Park Historic District.

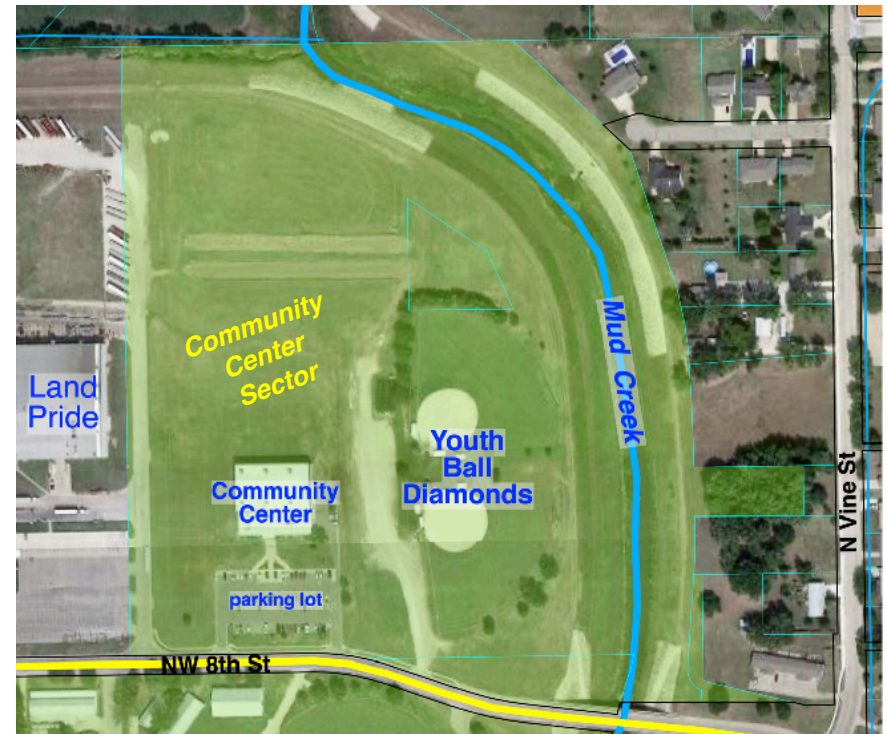
Most of this sector of the Park is in the 500-year floodplain, except for those parts which are actually in the Mud Creek floodway. There are about 25 acres of parkland west of the Creek, and available for development of park facilities.

Currently, the site hosts the Community Center and its asphalt parking lot, which were completed in 2006. There are also two Youth Baseball Diamonds, with an adjacent gravel parking area.

The Community Center has a gymnasium with volleyball and basketball courts and an indoor walking area, a multi-purpose room, a lobby with two pool tables, restrooms and locker rooms with showers, a kitchen, and administrative offices for Park and Recreation Department staff.

The restrooms and locker rooms are designed to be able to serve a future expansion of the Community Center toward the west, which would house an indoor swimming pool.

The Community Center hosts many of the recreational programs available from the Park and Recreation Department. The building's facilities can also be rented for private use.



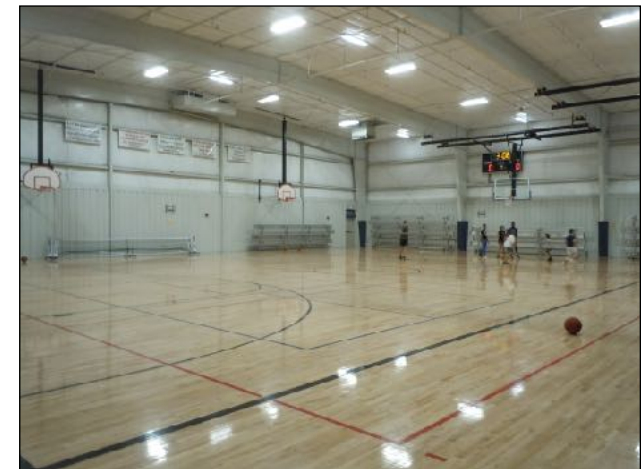
Lobby



Kitchen



Multi-purpose Room



Gymnasium

Abilene Park System Master Plan 2024-2045

From the beginning, it has been the City's intent to **expand the Community Center**. **Phase 1** would be an addition on the north side of the main building, which would be designed to meet the increasing demand for indoor recreation facilities, including:

- An improved Indoor Walking Path
- Additional exercise rooms, especially for gymnastics and tumbling
- Possibly an additional gymnasium, with more space for indoor Pickleball courts

Phase 2 would be an addition on the west side of the existing building, which would house an **indoor swimming pool**.

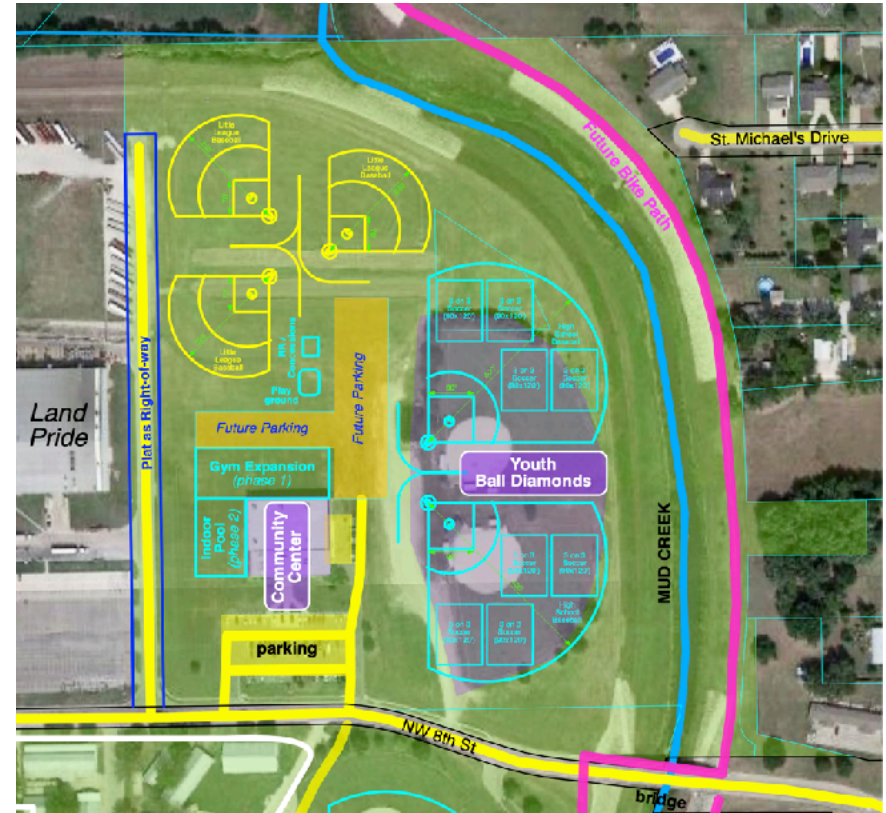
On the Community Center grounds, the two existing Youth Ball Diamonds are intended to be expanded and improved in order to be suitable for **High School baseball**, and to include **Soccer Practice Fields** in the outfields. There is also room on the north end of the site for two or perhaps three new **Little League Diamonds**.

Additional **parking lots**, north of the building, would be necessary to serve people using these new facilities. Ideally, the ball diamond complex would also merit a small freestanding **Restroom/Concessions building**, and perhaps a **Playground** to entertain small children while their older siblings play ball.

Other improvements to the Community Center over the course of the Planning Period might include:

- Add a **Donations Map** in the Community Center lobby, showing the locations of facilities and furnishings that people have donated to Abilene's Parks over the years.
- Improve the existing gravel path along the east bank of Mud Creek, creating a concrete **Bike & Pedestrian Path**.
- Install a **backup generator** to serve the Community Center.
- Near the end of the Planning Period, the Community Center's **heating and air conditioning units** will be old enough that replacements will likely be needed.

Consider platting the access drive along the west edge of the Park as official **right-of-way**, since it appears to be an essential access road for the adjacent Land Pride industrial facility.



Abilene Community Center

GOALS – COMMUNITY CENTER SECTOR

- Build a **Phase 1 addition** on the north side of the Community Center building, including an improved Indoor Walking Path, additional exercise rooms (especially for gymnastics and tumbling), and possibly an additional gymnasium with more space for indoor Pickleball courts.
- Build a **Phase 2 addition** on the west side of the Community Center building, with an indoor swimming pool.
- Expand and improve the two existing Youth **Ball Diamonds** to accommodate High School baseball, and include Soccer Practice Fields in the outfields.
- Construct two or perhaps three new **Little League Diamonds** on the north end of the site.
- Add **parking lots** farther north on the site, to serve the new facilities.
- Construct a small freestanding **Restroom/Concessions building** to serve the ball diamond complex.
- Consider adding a small **Playground** with nearby shaded seating, near the ball diamond complex.
- Add a **Donations Map** in the Community Center lobby, showing locations of donated facilities and furnishings in Abilene's Parks.
- Improve the existing gravel path along the east bank of Mud Creek, creating a concrete **Bike & Pedestrian Path**.
- Install a **backup generator** to serve the Community Center.
- Later in the Planning Period, prepare for replacement of the Community Center's **heating and air conditioning units**.

Municipal Park Sector

This 20-acre section of Eisenhower Park was developed primarily in the 1930s as a Works Progress Administration (WPA) project. The WPA was a government-funded effort to provide people with paying jobs during the vast unemployment of the Great Depression. Nearly all of this sector is in the City Park Historic District.

All of this sector of the Park is in the 500-year floodplain. The area is bordered on its northeastern edge by Mud Creek floodway. Historic residential neighborhoods are adjacent on the east and south.

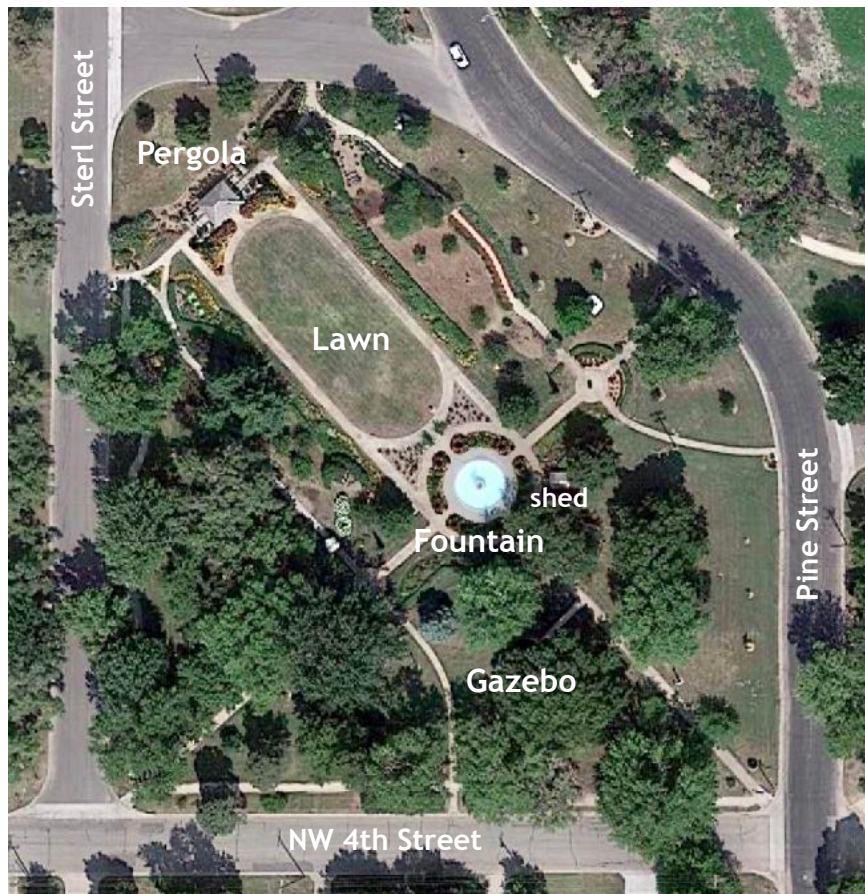


Abilene Park System Master Plan 2024-2045

Rose Garden The Municipal Park sector is anchored on the west by about 5 acres of land devoted to spectacular gardens. The site is bordered by Pine Street to the east, Sterl Street to the west, 4th Street to the south, and the Royer Bandshell to the north.

What was originally called the Formal Garden is now known as the Rose Garden. A historic stone Pergola, paths and landscaping all contribute to the Garden's listing as part of the City Park Historic District.

The Rose Garden is much appreciated in the community, and is heavily used for weddings, proms, and other special events.



Landscaping



Drinking Ft



Storage Shed



Sign



Pergola



Fountain



Gazebo

The success of the Rose Garden is highly dependent on the horticultural skills of the facility's Head Gardener. The staff member who has kept the Gardens in pristine condition for many years is nearing retirement age. The City will need to plan ahead to make sure she has at least a year or two to train her successor before she leaves.

Municipal Pool The other major anchor of the Municipal Park sector is the Municipal Pool. Poplar Street separates into two one-way portions to define the space for the pool complex. Diagonal on-street parking is squeezed in between the street and the pool complex fence. There is a small plaza with benches, in the lawn outside the Pool House entrance.

Besides the pool itself, the complex includes the pool deck, a giant water slide, a Pump House, a Concessions building, and the Pool House, which houses the entrance lobby and office, as well as locker rooms, restrooms, and showers.

The swimming pool has three sections— on the north, a diving pool with two diving boards; in the middle, a seven-lane lap pool; and on the south end, a play pool with three 'mushroom' spray elements. The main pool has a zero-entry sloping shelf on the south end. There is also a separate fenced toddler pool.

Abilene Park System Master Plan 2024-2045



View across pool toward Pool House



Mushroom sprays



Zero-entry shelf



Pool House



Benches at entrance

The pool, the pool deck, the sidewalks south of the Pool House entrance, and both arms of Poplar Road are considered contributing elements to the City Park Historic District. Making any changes to the design of any of these elements, especially if those changes compromise their historic integrity, would need approval by the State Historic Preservation Officer. Permission for any changes would take negotiation, but it is not an impossible goal to achieve, especially if there is a safety or conflicting regulatory need at issue.

The most immediate improvement needed at the Municipal Pool is the provision of more **shade structures**. The pool deck is concrete, and is entirely surrounded by asphalt parking areas and roads. As summers get hotter, shade is not merely a matter of comfort, it is a matter of safety.

Another desired improvement is a safe **drop-off zone**, where vehicles can get clear of traffic to drop kids at the Pool. While the Poplar Road layout and curbs are considered to be historic, the road width of the one-way portions of Poplar seems excessive to need. There may be ways to stripe the road to narrow the traffic way, and allow for a safe drop-off zone.



Pump House



Pumps & filters



Concessions building



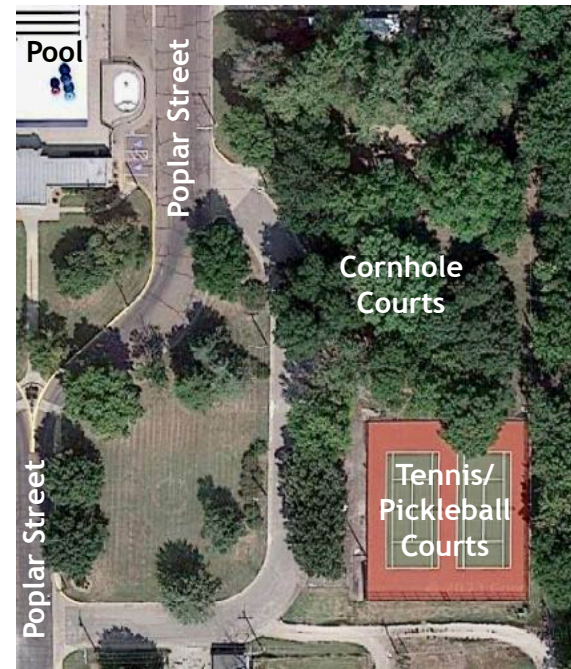
Concessions interior



East of Poplar Street and north of the Pool complex, are the **Community Gardens** and the **Skatepark**.

Community gardens allow people to enjoy gardening, who may not own land—or who may want to garden in a social and collaborative environment, learning from their fellow gardeners.

The **Skatepark** is composed of a number of prefabricated ramps, which can theoretically be relocated occasionally, in order to present new challenges for users to enjoy.



East of Poplar Street and south of the Pool complex, are the **Cornhole Courts** and the **Tennis/Pickleball Courts**. Vehicle access to both facilities is provided by a paved loop drive connecting to Poplar Street.

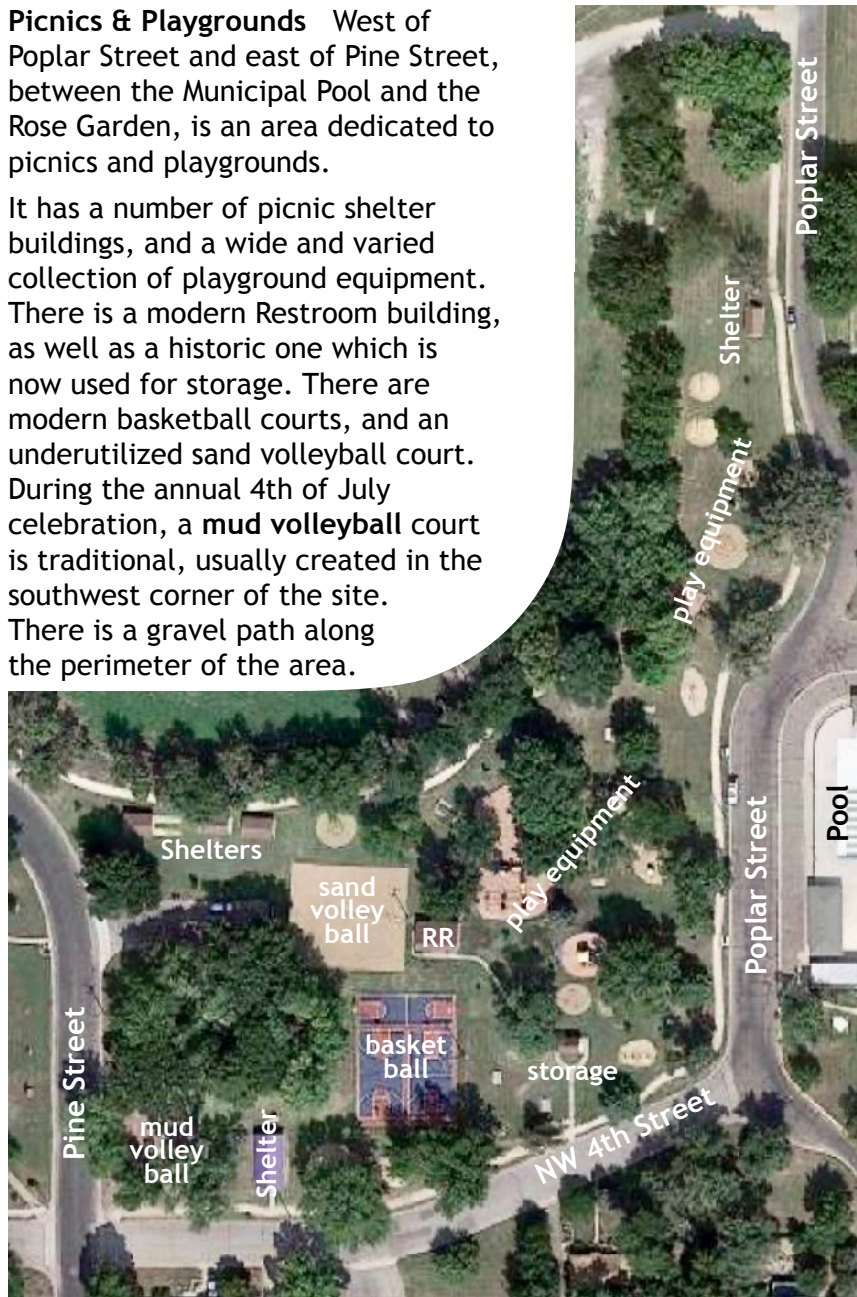
The lawn area enclosed by the loop drive is described in the City Park Historic District nomination form as the "**Fountain Court**". A faint impression of the circular fountain that was once in the middle of the lawn can still be seen in the aerial photo.

The **Tennis Courts** have been in this location since the 1980s, but in recent years have been repainted to allow for pickleball play as well as tennis. The **Cornhole Courts** were installed in 2022, and are becoming more and more popular.

In between the Community Gardens and the Cornhole Courts, there are two privately owned residential lots, each with a house on it. Their only access to the public road system is via Poplar Street.

Picnics & Playgrounds West of Poplar Street and east of Pine Street, between the Municipal Pool and the Rose Garden, is an area dedicated to picnics and playgrounds.

It has a number of picnic shelter buildings, and a wide and varied collection of playground equipment. There is a modern Restroom building, as well as a historic one which is now used for storage. There are modern basketball courts, and an underutilized sand volleyball court. During the annual 4th of July celebration, a **mud volleyball** court is traditional, usually created in the southwest corner of the site. There is a gravel path along the perimeter of the area.



Riders



Swings



Climbers & Slides



Multi-component Play Units



Historic Picnic Table



Historic Grill



Gravel Walking Path



Picnic Shelters



Sand Volleyball Courts



Basketball Courts

Contributing & Non-contributing Elements

In the nomination documents for the City Park Historic District, the **contributing elements** in this section of Eisenhower Park are noted as the WPA Restroom building (which is now used for storage), the 17 WPA stone picnic tables and the three WPA picnic ovens. Maintaining the historic integrity of these elements is required.

Even though they are within the Historic District, changes to **non-contributing elements** are more likely to be permitted by the State Historic Preservation Officer—especially if the proposed changes maintain the historic character of the Park.

Non-contributing elements noted in the Nomination form include a modern Restroom building, three modern picnic shelters, and the basketball courts. The sand volleyball courts are not mentioned.

The nominating form's discussion of non-contributing elements then goes on to say, *"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."*

In fact, the playground equipment is *not* included in the resource count found elsewhere in the document, and given the reasons listed for not including it, and the fact that the entire discussion is about non-contributing items, it appears that the last phrase *should have read "...the playground equipment was **not** included in the resource count."*

If the State Historic Preservation Officer and the Abilene Heritage Commission agree with this assessment, then changes to the play equipment become much more feasible.

Proposed Improvements

A number of improvements are proposed for the picnic and play area.

Sand Volleyball There are no active Sand Volleyball leagues in Abilene any more, and the courts have seen little use in recent years. Eliminating the existing Volleyball courts would free up space in the Park that could be better used.

Splashpad Consider replacing the Volleyball courts with a new Splashpad. The site would be nearly ideal. It is adjacent to a Restroom building on one side and a parking area on the other, and close to picnic shelters. Utilities access is readily available.

The site is not within the Municipal Pool fence, so it would be available to the public even when the Pool is closed. However, the Pool is just a short walk away, so trained Pool staff could conveniently provide basic water quality and equipment checks for the Splashpad, too.

A **plaza-style Splashpad** in this location could serve other purposes, during the seasons when the spray elements are closed down. A concrete plaza in the middle of the Park could host anything from pop-up vendors at a craft fair, to holiday celebrations centered around a giant Christmas tree—or any number of other possibilities.

A **playground-style Splashpad** is also an option, and would certainly fit in with the character of other play equipment in the area. Depending on the scale of the entire Splashpad project, there is space enough to allow a little of both styles, if that was desired.

Restrooms The freestanding restroom buildings in the Parks appear to be structurally sound, and can be upgraded by renovating interior **fixtures and finishes**, and improving **lighting**, and the **heating, ventilation, and air conditioning systems**.

When renovating restrooms, make sure they are **accessible** to all. Provide at least one **family restroom** in each building, which can provide sufficient floor space to meet ADA turning circle requirements.

Provide simple amenities that can help keep restroom facilities clean, and make the visitor experience so much better—motion activated soap dispensers, faucets and hand dryers; self-flushing toilets; hooks for purses or backpacks; and diaper changing stations and enough floor space to park a stroller.

Play Equipment As was common in earlier years, pieces of play equipment are currently widely dispersed in the Park, and scattered around the site. These days, play equipment is generally **clustered in age appropriate groupings**—either for 5-years and younger preschoolers, or for 6-to-12-year-old school age children. Often, the paired playgrounds are on either side of a shade structure that offers comfortable seating for caregivers.

Poured in place (PIP) safety surfacing is the preferred choice for playground substrates, and it is expensive. Clustering play equipment reduces the total square footage of safety surfacing needed, and therefore its cost.

Investing in PIP safety surfacing at all the locations where play equipment is currently located in the Park would be a costly waste of resources. It makes far more economic sense to select a few prime locations for a playground within the Park site, then relocate the equipment to those locations. Units can be relocated in closer proximity to each other, and share overlapped safety zones, which are required around each piece of play equipment. This significantly reduces the overall area of PIP surfacing needed.

Eisenhower Park currently has two modern **multi-component play units**, each of which could become the core of such a playground. (PIP safety surfacing is generally installed *after* playground equipment is in place, so the play units would not have to be disturbed in order to add new substrate.)

The Park hosts play equipment from many different eras. Some units may be nearing the end of their lifespans, or may not meet current safety standards, and should be retired. Other units may be cherished by the community, and are worth restoring and preserving. Consider the possibility of relocating some of the older play equipment into a consolidated **Vintage Playground**, which could then be furnished with PIP safety surfacing.

When play equipment is relocated to a new consolidated playground, make sure to **incorporate some new play elements** that are **accessible**, and meet ADA requirements. Other new equipment might include **intergenerational play** elements. Consider adding **outdoor exercise equipment for adults** at some playgrounds. Consider the option of creating a playground dedicated to **nature play**.

Shade Consolidating play equipment in more compact areas also makes it easier to provide shade, which can be done with overhead fabric shade structures, with trees, or with both. As new playgrounds are designed, be sure to integrate shade into their design.

Picnic Shelters Some of the Park's picnic shelters are nearing the end of their useful lifespans. As some need to be replaced, carefully consider all location options, rather than automatically rebuilding in the same place. Provide a balance of large Shelters that can host big groups, and smaller Shelters for family groups. Try to locate Shelters where they will work in synergy with other Park venues, offering nearby shade and seating.

Interpretive Signage Celebrate the Park's history, and add modern interpretive signs that explain the historic WPA origins of the Park. If feasible, renovate the historic Restroom building as an **Interpretive Center**, explaining the origins of the Works Progress Administration, and telling the stories of the people who built so much of Eisenhower Park.

Sidewalks Sidewalks built by the WPA in the 1930s extended from the perimeter of the Park to a specific destination—but, following the design standards of the time, did not provide any internal pedestrian circulation. People who wanted to walk around within the Park were expected to walk on the grass.

Now there is a perimeter Path within the picnic and playground sector of the Park, but it could do with improvements, to make it a destination in itself. Start by converting it to a concrete sidewalk that serves as an **ADA accessible route** connecting ADA parking spaces to locations of accessible park equipment, especially accessible picnic tables, and playgrounds with accessible play elements.

Consider adding small adjacent concrete **seating areas** here and there along the path, in places where there is shade or a pleasant view. Each seating area should be just large enough for a small bistro table and two or three chairs. Some should have space to allow for wheelchair access.

In appropriate locations along the path, provide **trash receptacles**, including **dog waste stations**.

GOALS – MUNICIPAL PARK SECTOR

- **Rose Garden:** Create a succession plan to ensure a smooth transition when the current head gardener eventually retires, and a new head gardener must be found.
- **Pool:** The tree immediately southwest of the Pool House has become a hazard, and should be removed as soon as possible.
- **Pool:** Add at least one **shade structure** on the pool deck. Consider **fabric structures** as an option, since they can actually reduce the temperature beneath them.
- **Pool:** Add a safe **drop-off zone** near the Pool House entrance.
- **Skatepark:** Consider rearranging the prefabricated Skatepark ramps every few years, in order to present new challenges for users.
- **Cornhole Courts:** Expand the number of Cornhole Courts as necessary to meet demand.
- **Pickleball:** If demand continues to expand, consider adding dedicated outdoor Pickleball Courts to Eisenhower Park, perhaps in some of the space opened up when scattered Play Equipment is relocated to more compact playgrounds.
- **Eliminate the Sand Volleyball Courts.**
- Consider replacing the Volleyball Courts with a **Splashpad**.
- Improve the **Restrooms**.

- Consolidate scattered play equipment into more **compact play areas** that have **poured-in-place safety surfacing** and **shade structures**.
- Consider relocating some of the older play equipment into a consolidated **Vintage Playground**.
- Incorporate some new play elements that are **accessible**, and meet ADA requirements.
- Incorporate some new **intergenerational play elements**.
- Add some **outdoor exercise equipment** for adults at some playgrounds.
- Create a **nature play** playground.
- Upgrade or replace some of the older **Picnic Shelters**.
- Add **interpretive signage** explaining the historic WPA origins of the Park.
- Renovate the historic Restroom as an **Interpretive Center**.
- Improve the **perimeter Path**, making it an **ADA accessible route**. Add **bistro table seating areas** along the path. In appropriate locations along the path, provide **trash receptacles**, including **dog waste stations**.

Fair Facilities & Ball Diamonds Sector

The remainder of Eisenhower Park—land south of 8th Street and north and west of the Municipal Park area—has historically served as the City's Fairgrounds. Ball Diamonds were a relatively recent addition to the sector.

In 1906, as the city began to expand west of Mud Creek, the Dickinson County Free Fair Association bought 30 acres of land for a permanent Fairgrounds. The site extended from about 4th Street to 7th Street, and from about Pine Street to just west of Poplar Street. By 1909, the Fairgrounds had stables, an Agricultural Hall, and a half-mile race track. By 1912, a wooden grandstand had been added at the track. In 1916, the City of Abilene purchased the property from the Fair Association.

The Park was completely redesigned and rebuilt by the Works Progress Administration (WPA) during the 1930s Great Depression. Starting in 1935, roads and sidewalks were built, utilities were added, and new buildings were constructed. The Swimming Pool and Pool House, the Stadium, the Bandshell, the Pergola and pathways of the Formal Garden, a Restroom building, and stone picnic tables and picnic ovens were all built by the WPA.

A 1946 aerial photo shows that the Stadium then provided seating for a lighted baseball diamond. At some point after that, the diamond was relocated and replaced with rodeo facilities.

The Park continued to expand, and now includes land owned by the Kansas Military Board, where the National Guard building is located; land owned by Dickinson County, where the 1951 Sterl Hall building is located; and land owned by the Central Kansas Free Fair Association (CKFFA).

Today, the portion of Eisenhower Park in the Fair Facilities sector comprises 57.4 acres; six of those acres are within the Mud Creek floodway. Only about 1.2 acres on the north part of the western edge of the Park are not in floodplain; the rest of the land in this sector is in the 500-year floodplain.



Abilene Park System Master Plan 2024-2045

The Fair Facilities & Ball Diamonds sector of Eisenhower Park extends from about 4th Street north to 8th Street. It is bordered on the east by Mud Creek, and on the west by the BNSF Railway tracks and Washington Street.

Facilities used for the Fair include the open field of the Fairgrounds, Royer Bandshell, Sterl Hall, concessions buildings, various barns and show rings for different kinds of domestic animals, and the Rodeo complex— which includes the Abilene Stadium, the Rodeo Arena, and a Restroom/Concessions building.

Ball diamonds include the four diamonds of the Gravette complex, which are currently used for High School softball play, and the single Ball Diamond in the southwest corner of the Park, currently used for High School baseball play.

In addition, the **National Guard building** is in the north end of the Park, just east of Rogers Street. There are decommissioned **tanks and artillery** pieces displayed on the lawn west of the Rose Garden, the **World's Largest Belt Buckle** is on display just south of the Stadium building, and the **City Park Shop** is located in the southwest corner of the Park.



Abilene Stadium



Royer Bandshell



Concessions buildings



World's Largest Belt Buckle



Sterl Hall



Barns & Show Rings



Kansas National Guard building (owned by Kansas Military Board)

Many of the **Livestock Barns and Show Rings** urgently need to be updated. Instead of rebuilding one structure at a time to replace an existing building, make a **plan for the entire complex**, with a **vehicle and pedestrian circulation network** that serves all the buildings well. Even if construction takes place in phases, the end result should be a coherent complex of facilities that serve the needs of both visitors, and all the Fair's animal exhibitors.

The Rodeo Association continues to update and improve the **Stadium Rodeo facilities**. Updates to the **Press Stand** and improvements to the **restrooms and showers** are currently high on the list of needed improvements.

One of the major problems for the Rodeo Arena is the lack of nearby **parking**—not just for the vehicles of event attendees, but for the trucks and trailers that are used to bring livestock in, and for the recreational vehicles which many of the competitors live in during the multi-day course of Rodeos, Horse Shows, and other major events.

The problem began when the Gravette Ball Diamonds were constructed in what used to be the parking area for the Stadium. The Rodeo Association continues to believe that the best use of that land would be as parking to support major events at the Stadium, which have a big impact on Abilene's economy.

The **ball diamonds could be elsewhere**, but parking for the Stadium needs to be close to the Stadium. Restoring the area for use as parking could also help during the Fair, since the agreement the City once had with Land Pride to allow auxiliary Fair parking on their site is no longer in operation.

If the Ball Diamonds are removed, and the site is being regraded anyway, consider adding some **rain gardens or other green infrastructure elements** to help solve the chronic drainage problems that occur in this area. Consider the possibility of including **interpretive signs** to teach visitors about green infrastructure.

The **Concessions buildings** at the Fairgrounds are on City-owned land, tucked into the space between Sterl Hall and the Stadium, just north of the Bandshell. The buildings themselves are owned by various private owners and nonprofit organizations. Built at different times over the years, the Concessions buildings are operated only during the one week out of each year that the Fair is open. Many of the buildings are in need of updating.

Before investing in improvements to any single building, make a **plan for the entire concessions complex**, that allows for better pedestrian access, and **ample shaded tables and seating nearby**. Consider the possibility that a **different location** on the site may be a better place for concessions to operate, and that **food trucks** may be a big part of future concessions operations. Explore the possibility that it may be time to bring concessions at the Fair under a single professional management—either the CKFFA, or the City.

The **Royer Band Shell** is in urgent need of repairs to bring it into compliance with both ADA and simple safety requirements. Some of the concrete sidewalks and ramps that provide access to the stage have settled, leaving trip-hazard lips of concrete an inch or two high in the walkways. The Band Shell is on the National Register of Historic Places, so repairs will have to be done carefully and in a manner sensitive to the structure's historic integrity.

Sterl Hall was last renovated in 1996, and is likely due for updating, but that decision will be largely up to Dickinson County. The City can certainly make suggestions for desirable improvements.

There are three decommissioned pieces of mid-20th-century military equipment—**two tanks and an artillery piece**—displayed on the lawn west of the Rose Garden. They are used by children as play structures, which makes them a liability risk for the City. Give some considered thought to their value versus their risk. Make a deliberate and balanced decision about whether they should continue to be maintained, or whether they should be removed from the Park. Consider the possibility of relocating them to the National Guard building site, if the Guard would accept them.



Tanks & Artillery

Ball Diamonds

Currently, Abilene's baseball facilities consist of the two Youth Diamonds at the Community Center, and the five diamonds in Eisenhower Park. The four Gravette Diamonds are used for High School softball, and the diamond at the southwest corner of the Park is used for High School baseball.

The four Gravette Complex Ball Diamonds are plagued with drainage problems, and the space they occupy would better serve as Rodeo Arena parking. The southwest Diamond also has problems, and is not in an ideal location. All of Eisenhower Park's ball diamond facilities are dated, and the restrooms and lighting in both places are in poor condition.

If the five existing ball diamonds in the south half of Eisenhower Park remain where they are, they will need major renovations within the time period of this Plan. However, it is simply not cost effective to invest in renovations to these ball diamonds in their current locations.

The Community Center site has space north of the building for two or possibly three new Little League diamonds. The Center's two existing diamonds are intended to be renovated to support High School play. While these improvements may serve the community for a while, it is unlikely that the Center's facilities will be able to meet growing demand over the next twenty-two years.

Abilene has a powerful interest in baseball, and really needs a new and better Ball Diamond complex, with diamonds scaled for High School play and adult leagues, and the accompanying amenities that are expected in today's sports facilities. These include ample parking, modern Restrooms and Concessions, a well equipped Press Box, and comfortable seating for fans.

Various constraints in Eisenhower Park make it unsuitable for such a facility, and no other existing park in Abilene has remotely enough space to support such a complex. It is time to consider investing in **new diamonds at a new location, on parkland purchased specifically for this purpose.**

When searching for a property to hold the new baseball facility, try to find a site that would allow local kids to bike to the ball fields for practice.

Before land is purchased, the community will need to do some serious research on whether a **tournament facility** would be a cost-effective option for Abilene, or not. If the decision is made to build a tournament facility in Abilene, consider land near one of the I-70 interchanges as a potential location.

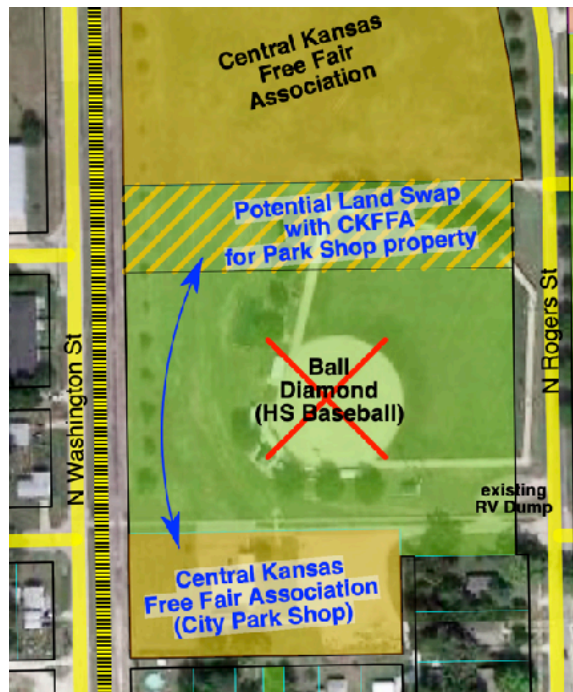
A new baseball tournament facility would make Abilene a destination for baseball events. Relocating the Gravette Diamonds would enhance the City's ability to host Rodeo Arena events. The impact of both on Abilene's economy may well provide a good return on investment for the cost of additional parkland for a baseball complex.

Land Swap?

The Central Kansas Free Fair Association (CKFFA) is a nonprofit organization that owns two parcels of land on the west side of Eisenhower Park. A 12.1-acre parcel to the north is an open field used for Fair events. A 1.6-acre parcel just south of 4th Street is the site of the Abilene City Park Shop. In between is a 6.6-acre parcel owned by the City of Abilene, which currently has a Baseball Diamond on it, that is proposed to be removed.

The cooperation Agreement between the City of Abilene and the CKFFA Board is due for review and updating. As part of the discussions, consider the possibility of doing a land swap, transferring title of the Park Shop site to the City, while transferring title to the CKFFA of an equivalent amount of land that is immediately adjacent to the CKFFA's northern parcel.

This trade would put the land and building that houses the City Park Shop under City ownership, and would usefully expand the CKFFA's Fairgrounds site.



Potential Land Swap

New Parkland

The purchase of **land for a new Baseball Park**, possibly on the west side of town, may well take place somewhat later in the 22-year span of this *Plan*. Since land prices in Abilene are likely to rise over time, it would be wise for the City to purchase property sooner rather than later, even if development of the baseball facilities themselves has to wait a while for funding.

The demand for a **new Dog Park** is more pressing, and the City will need to acquire about five acres of land for that use **as soon as possible**. Ideally, a Dog Park should have good road access, well-drained turf, mature shade trees, space for sufficient parking, and be far enough from residential development to avoid noise conflicts.

During this planning process, the community also expressed a strong interest in a **new Neighborhood Park on the east side** of town. A neighborhood park is typically similar in scale and services to the 4-acre Bicentennial Park. Consider land along a stream for the east side Park, which would allow for a **linear park with a pathway**.

Dog Parks are not compatible with sports facilities, so no attempt should be made to combine the new Dog Park with the new Baseball Park. However, it is **feasible to combine a Dog Park with a Neighborhood Park**, assuming an appropriate amount of land is acquired.

As a long-term strategy, consider the possibility of combining land acquisition for parks with the City's need to acquire additional **water rights**. Floodplain property with water rights can serve very well as a **nature park**, with hiking trails, birdwatching, and perhaps fishing docks as attractions.

GOALS – FAIRGROUNDS FACILITIES

- **Make a plan to update the entire complex of Livestock Barns and Show Rings**, including a vehicle and pedestrian circulation network.
- **Update the Stadium Press Stand.**
- **Update the Stadium restrooms and showers.**
- **Make a plan to update the entire Concessions complex**, with better pedestrian access, and **ample shaded tables and seating nearby**. Consider the possibility that a **different location** may be better, and that **food trucks** may be a big part of future concessions operations. Explore the possibility of bringing concessions at the Fair under the **management** of either the CKFFA or the City.
- **Repair sunken concrete sidewalks and ramps at the Royer Bandshell.**
- **Make a deliberated decision about whether the tanks and artillery piece** should continue to be maintained, or should be removed from the Park as a liability risk for the City. Consider the possibility of relocating them to the National Guard building site, if they want them.
- **Remove the Gravette Ball Diamonds**, and return that land to use as **parking** for Stadium events. When regrading after demolition, add **rain gardens or other green infrastructure elements** to address chronic drainage problems. Add **interpretive signs** to teach people about green infrastructure.
- **Remove the Baseball Diamond** in the southwest corner of Eisenhower Park.
- **Discuss potential renovations of Sterl Hall** with Dickinson County.
- **Update the cooperation Agreement** between the City of Abilene and the CKFFA Board.

GOALS – PARKLAND

- Pursue the possibility of a **land swap**, transferring title of the Park Shop site to the City, while transferring title to the CKFFA of an equivalent amount of land that is immediately adjacent to the CKFFA's northern parcel.
- Determine whether a new **baseball** facility should be designed to host **tournaments or not**.
- Search for an appropriate site and **purchase land for a new Baseball Park**, possibly on the west side. Try to find a site that would allow local kids to bike to the ball fields for practice. If the decision is made to build a tournament facility, consider land near one of the I-70 interchanges as a potential location.
- Design and **construct a new baseball facility** in the new Park. Include diamonds designed for High School and adult play, ample parking, modern Restrooms and Concessions, a well equipped Press Box, and comfortable seating for fans.
- **Acquire a minimum 5 acres of new parkland** which meets the criteria for a **Dog Park**.
- Design & construct a **new Dog Park** in Abilene.
- Establish a **volunteer Dog Park support organization** to sponsor programs and special events, and raise funds for additional amenities.
- Acquire about **four to five acres of land for a Neighborhood Park on the east side of town**, possibly along a stream for a linear park with a pathway. Alternatively, acquire about nine or ten acres of land for a **Dog Park and a Neighborhood Park combined**.
- When seeking property with additional **water rights** for the City, seek land that could also serve as a **nature park**.

CHAPTER 5. Pathway Network & Goals

Transportation systems involve more than just streets and highways. They work best when different modes of travel—by car, bus, bicycle, foot, airplane, or train—are interconnected.

A **pathway network** is that part of a balanced municipal transportation system which is focused on serving pedestrians and bicyclists. Such a network may include **sidewalks, bike lanes and routes, mixed-use paths**, and a variety of support accessories ranging from benches to bike racks to signs.

- **Bike lanes** are located on a street or its shoulder, and dedicated to bicycle use only. They are typically five feet wide, and defined with pavement markings.
- **Bike routes** are streets specifically intended for use by both cars and bicycles, designated with pavement markings and "Share the Road" signs.
- **Mixed-use paths** are separate from vehicle traffic lanes, and used by both pedestrians and bicyclists.



Sidewalk



Bike Lane



Bike Route



Mixed-use Path

Bicycle and pedestrian pathway systems are most successful when they **interconnect residential neighborhoods to community destinations**, including schools, parks, churches, and downtown businesses.

Bike Racks If a pathway network is to serve as an alternative transportation option for cyclists, it must include parking facilities for bicycles. The design and placement of bike racks is covered in the **Furnishings & Lighting** section of the *Park Planning Principles* chapter of this Plan.

Streets are Part of the Pathway Network

The **right-of-way** for a typical street holds far more than just the street itself. In addition to traffic lanes, a right-of-way generally hosts drainage structures or ditches, underground and overhead utilities, street trees, and sidewalks.

Sidewalks, bike lanes, and bike routes almost always share a right-of-way with a public street. Mixed-use paths may be located in street rights-of-way, or in abandoned railroad rights-of-way, drainage ways, on levees, or on public property such as parkland.

Sidewalks are intended primarily for pedestrians, though as a safety measure, young children riding bikes usually ride on sidewalks rather than streets. **Adult bicyclists are expected to ride on streets**, following the same rules of the road as those using motorized vehicles. **Mixed use paths** typically accommodate both pedestrians and bicyclists.

Achieving a successful pathway network in Abilene will necessarily involve **redesigning some of the City's streets** to better accommodate pedestrians and cyclists, along with cars. Drivers may be inconvenienced in this process, as their needs will no longer take sole priority; for instance, some on-street parking may need to be eliminated in order to make room for a bike lane.

Drivers can and will adapt to multi-modal transportation infrastructure, but **public engagement** in the process of developing the pathway system will be essential, in order to keep the community informed of what changes are coming, and why.

Every single street does not need to provide for every type of user, but a community's street **system** should serve the needs of all its citizens—including those who don't or can't drive cars.

Historic Overview

Community transportation systems were once built to support pedestrians, bicyclists and public transit systems (trolleys, buses, and local trains), as well as cars and trucks. But from the 1950s through the 1980s, when the interstate highway system was being built, almost all U.S. transportation funding went to new infrastructure for personal motorized vehicles. Most state and local funding followed suit.

Streets were designed with the central goal of maximizing speed and traffic volume for cars and trucks. They became more and more dangerous for bicyclists and pedestrians.

Interstate highways enabled suburban sprawl. Residential subdivision design favored large lots that increased the cost of sidewalks per household, compared to the smaller lots in traditional neighborhoods. Subdivision street layouts were designed to maximize cul-de-sacs, and to minimize connections to the outside world, making walking routes to any possible destination dauntingly long. As a result, suburban developments were frequently built with no sidewalks at all.

During the same era, as schools consolidated, after-school activities surged, and media sensationalized the risk of "stranger danger", parents began to chauffeur their children to and from school. As fewer and fewer children walked to school, the incentive to maintain and improve sidewalk systems diminished, and existing sidewalks were allowed to deteriorate.

By the 1990s, recognition finally began to dawn that we were losing something of great value, and that other modes of transportation, such as walking and biking, mattered. Since then, American communities have been slowly trying to chip away at that 40-year backlog of neglect, working to retrofit pedestrian and bicycling infrastructure back into rights-of-way that were designed with cars as their overriding focus.

Complete Streets

Street design philosophy is now based on the idea of **complete streets**, which recognizes that while rights-of-way are intended to serve drivers of motorized vehicles, they are also meant to serve other members of the public as well.

The complete streets planning concept calls for street design that utilizes the public right of way to support safe and comfortable travel by *all* users, of all ages and abilities, including pedestrians, bicyclists, public transit users, and motorists.

Complete streets include sidewalks with curb ramps, and good crosswalks. Some streets, especially in downtown areas or near schools, may also have curb extensions, crosswalk medians for pedestrian refuge, bike lanes or bike routes, or countdown signals. Amenities might include shade and benches for pedestrians, and bike racks. Complete streets may also include on-street parking, and bus stops or bus lanes.

What constitutes a complete street varies widely because they are always designed to fit a community's specific local needs.

For more information on complete streets, see:

- [National Complete Streets Coalition](#).
- [USDOT's Pedestrian and Bicycle Information Center](#), for links to more resources on complete streets, pedestrian and bicycle facilities, e-scooters, e-bikes, and bike share programs.

*"The role of streets
is to build communities,
not the other way around."*

Gary Toth — Project for Public Spaces

Walkability & Bikeability

Cultural changes in America are making walkable neighborhoods highly desirable again. Property values in such places are rising, particularly where residential areas are within walking distance of shopping, restaurants, service businesses and entertainment.

Walkability and bikeability are now recognized as primary assets for enhancing quality of life and improving community health. In this highly mobile era, an excellent quality of life is essential, both for retaining young professionals, and for attracting new residents and new businesses to a community.

Quality of life describes the overall happiness and well-being of a person or a community. Factors that play a role include everything from housing, schools, and culture, to business and job opportunities, to recreational options. One of the most important factors in quality of life is physical and mental **health**.

Since the 1950s, planning decisions across the United States have produced unintended consequences for our physical health. Suburban sprawl and its associated car-dependence are now considered a major contributing factor to the current obesity epidemic in America.

In 1950, approximately 10% of American adults were obese, as measured by body mass index. By 2023, that number was 42%. Currently, about 1 in 5 American children are obese.

Obesity is a significant public and personal health problem, related to a number of serious chronic diseases—including diabetes, arthritis, hypertension, heart disease, and a variety of cancers.

As the American obesity epidemic becomes more severe, more communities are realizing the value of offering residents safe venues for **biking and walking, which are some of the very best and most widely accessible forms of exercise.**

Social connections, especially those with depth and continuity, are important to mental health. Sidewalks and pathways help **reduce social isolation and enhance a sense of community**, as people get to know their neighbors and their neighborhoods in a way not possible from the seat of a car.

Sidewalks and paths that support walking and biking for exercise and recreation also provide an **alternative transportation option**. For children who are too young to drive, for people unable to drive, and for those who simply prefer not to drive when they can avoid it—a sidewalk and pathway network offers an alternative way to safely get to where they want to go.

However, most people will not choose to walk or cycle unless they can do so safely and conveniently. To be well used, sidewalks and bike paths must be **well-designed and well-maintained**.

A community-wide **network** of well-maintained sidewalks, bicycle lanes and routes, and mixed-use paths, helps to encourage physical activity, promote good health, and nurture social connections. It also serves as an alternative, and more environmentally sustainable, transportation option.

Investment in a pathway network is an investment in Abilene's walkability, its bikeability, its quality of life, and its future.

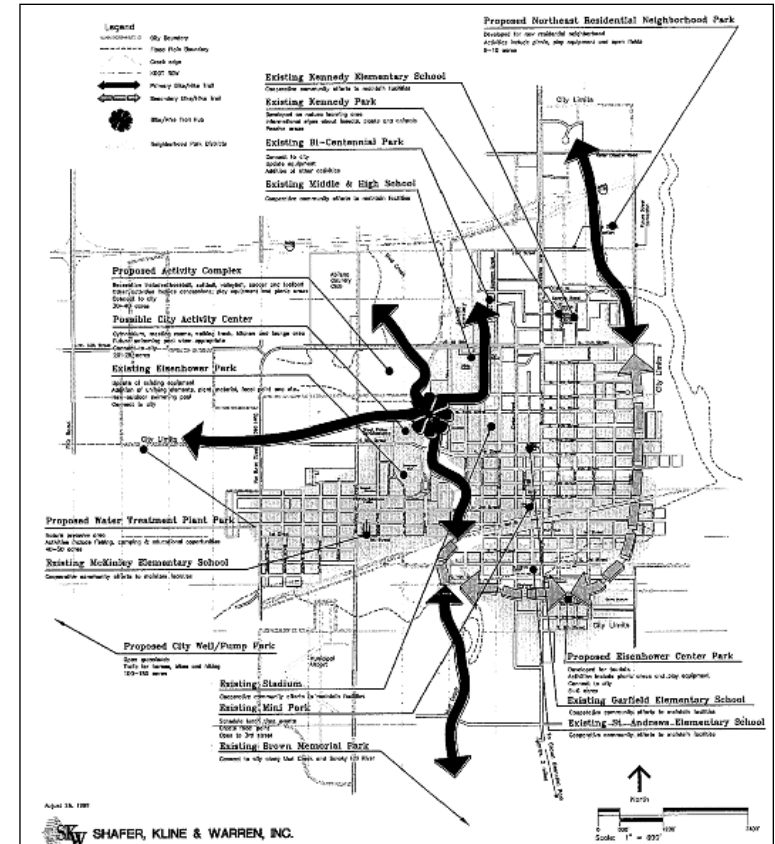
Walkability & Bikeability in Abilene

Abilene has the size, compactness, and grid-type street layout that give it the potential to be a very walkable community. The City also has an extensive network of existing sidewalks, many of them in good repair.

Currently, paths in Abilene are recreational. They are not effectively connected to other community destinations, and so do not function as a transportation option.

- The Memorial Health System Walking Trail is a concrete looped path located just south of the Hospital. It is highly utilized by the community, but there are not yet any sidewalks along adjacent streets, so people have to drive to the Trail in order to walk on it.
- The Iron Horse Trail is an 8-foot wide path next to the train tracks in the Abilene & Smoky Valley Railroad right of way. The Trail begins at the Dickinson County Heritage Center in Abilene, and is intended to eventually extend about six miles to Enterprise, Kansas. Construction of the Trail began in the summer of 2022, and it is not yet complete.
- There is a looped path around the perimeter of the southern portion of Eisenhower Park, partly gravel and partly concrete sidewalks.
- There is a grass path along the east bank of Mud Creek, extending roughly from 5th Street to 14th Street.

Abilene has long had a goal of making the community safer and more inviting for pedestrians and bicyclists, as shown in this diagram excerpted from the City's 1999 *Parks Master Plan*.



From Abilene's 1999
Parks Master Plan



MHS Walking Trail



Iron Horse Trail



Eisenhower Park path

Sidewalks

Based on comments submitted in response to the 2023 **Community Questionnaire** conducted as part of this planning process, public support for an excellent sidewalk system is apparently very strong in Abilene.

Yet one of the questions on the survey asked how often people actually walked to work or school. Perhaps the question should have been phrased more broadly. The results may indicate a viewpoint that sidewalks in Abilene are considered to be primarily a recreational facility, and not regarded as a serious transportation option.

Does anyone in your household walk to work or school?					
Regularly (4 times/week or more)		Occasionally		Never	
5	5%	25	24%	75	71%

Alternatively, the poor condition of some of Abilene's existing sidewalks may discourage people from walking on them.

Paying for Sidewalks

Since the 1950s, American states and cities have regularly subsidized car usage, while regarding sidewalks as an unnecessary frill. Now that the importance of walkability is being reevaluated, many communities are beginning to treat sidewalks as essential infrastructure, to the same degree as streets.

Currently, there is no national standard for how sidewalk repair and installation projects are paid for, and sidewalk policies show no pattern based on region or party-politics. While public streets and parking areas are regularly funded with tax dollars, sidewalk funding is a patchwork of solutions that varies from city to city.

Some cities maintain the entire public right-of-way, including sidewalks, as a municipal responsibility. Some cities require adjacent homeowners to foot the entire bill for sidewalk repair or installation, under a deadline and the threat of substantial daily fines for non-compliance. Other cities split the difference, with the city at large and the adjacent homeowner each paying a percentage of the cost; the percentages vary from city to city.

Cities that have **adjacent homeowners pay the full cost** for sidewalks are typically trying to keep property taxes down. But when homeowners pay directly for pedestrian infrastructure, there are no economies of scale in the construction or repair of the sidewalk system, significantly increasing its overall cost. This method also costs heavily in staff time for implementation and enforcement, it makes quality control challenging, and it can expose residents to legal liabilities. Also, it inevitably generates ongoing public resentment, often making elected leaders reluctant to have sidewalks installed at all.

Full city funding and **cost-split** programs can both be successful. Deciding which method will work best in Abilene is a matter of both philosophy and financial analysis. If a sidewalk system is a transportation network that benefits the entire community, shouldn't the entire community help pay for it? And, taking staff time into account, which method will be the most cost-effective?

According to responses to the 2023 Community Questionnaire, there is reasonably strong public support in Abilene for a city-wide property tax dedicated to expanding and improving the sidewalk system.

Would you support a special tax paid by property owners to the City, in order to pay for additional sidewalks in Abilene?					
Yes		No		I Don't Know	
51	49%	36	35%	17	16%

Sidewalk Policies

Municipal sidewalk policies should stipulate an ongoing program to properly **maintain existing sidewalks**, provide a means to **retrofit new sidewalks into existing neighborhoods** where they were never built, and address sidewalk construction in **new development and remodeling projects**.

Every sidewalk policy document should incorporate the need for community-wide **ADA compliance**. Accessibility makes the system function better for everybody, and reduces potential liability for the City.

Incorporating **high standards of construction** in a sidewalk policy's design standards will help keep life-cycle costs down, reducing the system's future maintenance load.

Abilene could require that all **municipal street construction projects include new or repaired sidewalks** in their scope. While this will marginally raise the cost of each street project, it generally results in a lower cost-per linear-foot for sidewalks, since the construction crew and equipment are already mobilized and on site. Over the long term, it would save tax dollars.

The City might choose to establish a policy requiring **sidewalks in new residential or commercial developments**. Such a policy may require that sidewalks be paid for as a **developer-funded improvement**, which would not be a competitive disadvantage for the developer, so long as the policy applies to *all* developers. Sidewalks would increase the value of the completed development, an advantage to both the developer and the community.

Sidewalk policies should also establish the **priorities** that will be used to determine which areas of the City get their existing sidewalks repaired first, or new sidewalks installed where there are none. Though some flexibility is essential, strive in general to prioritize urban centers first, then school neighborhoods second, and areas around social service providers third.

Sidewalk Design

Well-designed sidewalks encourage more people to walk—and more pedestrians mean that streets are activated both socially and economically.

Sidewalk design is concerned with elements beyond the dimensions of the concrete strip that people walk on—it deals with the entire area between the street curb and the edge of the right-of-way, and even beyond. For design purposes, this area is generally divided into several zones, each serving a different purpose.

The **pedestrian zone** is the actual pedestrian path—it is what people generally think of, when they think of "sidewalk". The **furnishing zone** is the area between the sidewalk and the street curb. The **frontage zone** is what lies between the sidewalk and adjacent buildings.

The **pedestrian zone** is the sidewalk itself, the route on which people walk. Sidewalks must be clear of all obstacles, from the ground plane up to at least seven feet in height. They should incorporate curb ramps with tactile surfaces, and have slopes and cross-slopes that provide good drainage, yet meet ADA requirements. As a rule, sidewalks should be installed on both sides of a street.

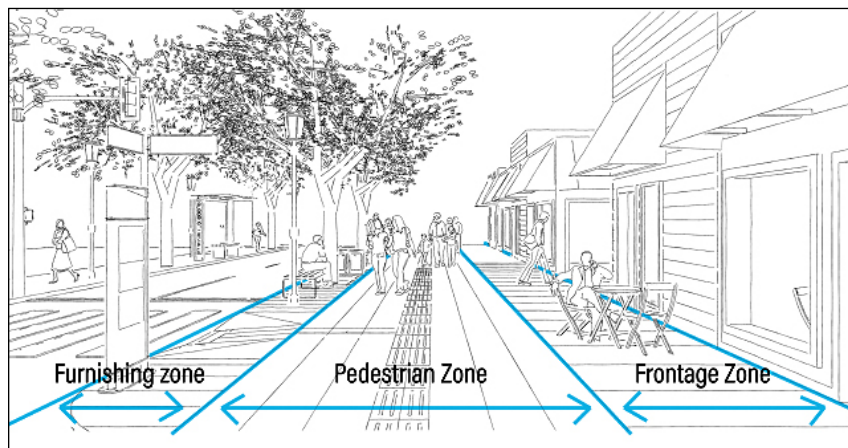
- In residential neighborhoods, the sidewalk is typically a concrete strip, 4 inches thick and at least 5 or 6 feet wide, parallel to the street, and with its outer edge adjacent to the right-of-way boundary.
- In urban areas, the pedestrian zone is typically 8 to 12 feet wide, to accommodate higher volumes of pedestrian traffic. The paving material may extend into adjacent zones, so the pedestrian zone may incorporate joint patterns or ornamental paving to help define its edges.

The **furnishing zone** is the part of the right-of-way between the sidewalk itself and the street curb. It goes by various names, including planting strip and tree lawn.

- In residential neighborhoods, it may contain mostly driveway entries, turf and street trees, along with utility poles, lightpoles, and an occasional traffic sign or fire hydrant.
- In urban areas, it is the place where all the untidy essentials of urban streets are located—including utility poles, traffic signal poles, lightpoles, manholes, street signs, fire hydrants, drainage structures, and so on. It also accommodates driveway entries, trash receptacles, bike racks, landscaping and street trees.

The **frontage zone** is that portion of the sidewalk in urban areas which serves as the transition between the public pedestrian zone and privately-owned building facades. It provides space for people to negotiate building entrances, to socialize without disrupting the flow of those walking, and to window shop.

The frontage zone is intended to accommodate those elements of a streetscape that enliven urban street life—like colorful awnings, benches, planters, sidewalk dining tables, newspaper kiosks, and even sandwich-board signs.



More information on the principles of sidewalk design is widely available, including on the following websites:

- [Designing for Pedestrian Safety / Sidewalk Design](#), a presentation from the Federal Highway Administration's Pedestrian and Bicycle Information Center.
- [Sidewalk Design Guide](#), from the National Association of City Transportation Officials.
- An overview of [8 Principles to Better Sidewalks](#) on the CityFix website.

GOALS FOR SIDEWALKS

- Incorporate **complete streets** principles in Abilene's rights-of-way, particularly downtown, and in the neighborhoods around schools and the Hospital.
- Determine whether sidewalks in Abilene can be most cost-effectively paid for with **full city funding** or a **cost-split** program.
- Establish **sidewalk policies** for the City of Abilene that will work to improve and expand Abilene's sidewalk system.
- Dedicate an **annual City budget allocation** for sidewalk improvement and expansion projects.
- Begin a program of **repairing existing sidewalks**, as needed, in targeted locations that connect neighborhoods to community destinations, including downtown, schools, parks, and the Hospital.

Bike Lanes & Bike Routes

While sidewalks in Abilene easily have the potential to provide pedestrians with access to neighborhoods and destinations throughout the city, the community's bicycle facilities are currently very limited. Abilene's existing mixed-use paths are in two disconnected segments, and its streets are not currently designed with bicycle use or safety in mind.

In order to create a bikeable network in Abilene, on-street bike lanes and perhaps some bike routes will be essential.

Many city streets have the capacity to safely support bicycle facilities, with minimal redesign. In many cases, new pavement markings and signage may be enough to achieve the transition. Using a careful selection of such existing streets, a bikeable pathway network can be developed that connects neighborhoods to community destinations, and to Abilene's existing mixed-use paths.

Bike Lanes Installed on a street or its shoulder, a bike lane is typically 5 feet wide, and located between a motor vehicle traffic lane and the gutter or road edge. Ideally, bicycle traffic should flow in the same direction as adjacent vehicle traffic, with one bike lane on each side of a two-way street, or one bike lane on the right side of a one-way-street.

Two-way bike lanes may work in some situations, where they can be protected from vehicle traffic by a lane of on-street parallel parking, or by bollards or other physical barriers. When unavoidable, contra-flow bike lanes are occasionally used.



Bike lanes that are defined solely with pavement markings work best on streets with a speed limit lower than 35 miles per hour, low traffic volume, limited truck traffic, and little parking turnover. On streets where such conditions do not apply, more substantial separation is needed between the bike lane and vehicle traffic.

Several strategies are commonly used to **make room for bike lanes on existing streets**. Sometimes a four-lane street is reduced to three lanes (two traffic lanes and a continuous turn lane in the middle). Sometimes an on-street parallel parking lane can be eliminated. In particularly tight rights of way, conversion to a one-way street may allow a traffic lane to be eliminated. With any of these strategies, additional space can be gained simply by narrowing traffic lanes, which is a helpful traffic calming measure in its own right, especially on streets with bicycle lanes.

Bike Routes Designated with "Bike Route" and "Share the Road" signs, and often with pavement markings called sharrows, bike routes are streets specifically intended for simultaneous use by both motor vehicles and bicycles.



Bike route designations are meant to help bicyclists find safer streets, and to remind drivers to give cyclists a little more space when passing. However, bike routes do not increase bicycle use or improve bike safety to the same degree as bike lanes.

While bike lanes identify road space that is reserved for cyclists, bike routes require bicyclists and drivers to *share* the same lane. They only work if drivers are educated to understand what bike route signs mean, and are willing to recognize that bicyclists also have a right to the road.

Because the success of bike routes depends on changing driver attitudes and behavior, they **should never be used in places where it is possible to install bike lanes instead**. Nevertheless, bike routes can still serve an important role, particularly when they are the only available solution to provide a crucial link in a pathway network.

GOALS FOR BIKE LANES & BIKE ROUTES

- Prioritize **ADA accessibility in the vicinity of the Hospital**, with improvements to sidewalks, curb ramps and crosswalks.
- Prioritize streets with proposed bike lanes, **establishing short-term, mid-term, and long term goals for constructing the bike lane system**.
- Select a pilot project, develop a budget, identify funding, implement a public engagement process, and begin construction of one or two **demonstration bike lanes** in Abilene. Evaluate the process before implementing additional projects.

Mixed-use Paths

Pathways intended for pedestrians and bicyclists that are completely separated from street traffic lanes are called **mixed-use paths**. They may be constructed on public land, in street rights-of-way, on levees, along drainage routes, in abandoned or special-use railroad-right-of-way, or on parkland.

Because they are separated from motor traffic, mixed-use paths are more comfortable for users, and are therefore often used for recreation as much as transportation.

When lightly used, a single paved mixed-use path can safely serve both pedestrians and bicyclists. As use increases, it may become necessary to install pavement markings to separate walkers from cyclists. In places where such paths are very heavily used, they are sometimes doubled, with a dedicated pedestrian path and a dedicated bike path running parallel along the same right-of-way, separated by a landscaped median.



Abilene's primary existing mixed-use path is the Iron Horse Trail. The loop path in Eisenhower Park functions to some degree as a mixed-use path. The Memorial Health System Walking Trail specifically excludes cyclists.

GOAL FOR MIXED-USE PATH

- Improve and extend the mixed-use path along Mud Creek.

Proposed Bike Lane System Diagram

Today, active transportation options have become a much higher priority for many communities—because quality of life is now recognized as a crucial economic driver, walkability is known as a key factor in community health, and the need to reduce our carbon footprint has become critical.

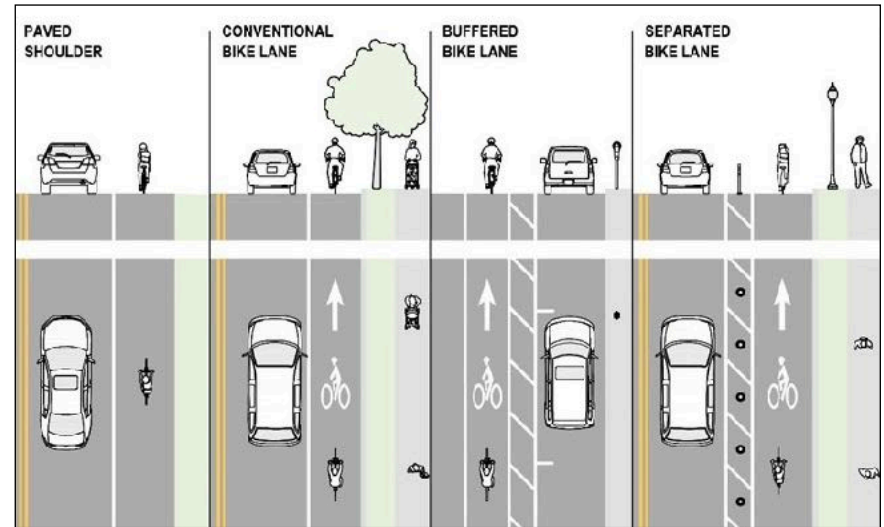
Abilene's streets typically have rights-of-way that are not as wide as is often the case with more recently platted streets, and the city's existing rights-of-way are generally heavily built up. This makes the addition of **bike paths** somewhat problematic.

However, many of Abilene's streets have sufficient paved width to allow for the addition of **bike lanes**, with no significant compromise to vehicular traffic flow. This includes Buckeye Avenue in much of the City. Given that Buckeye is also state highway K-15, such changes would, of course, require KDOT's support and cooperation.

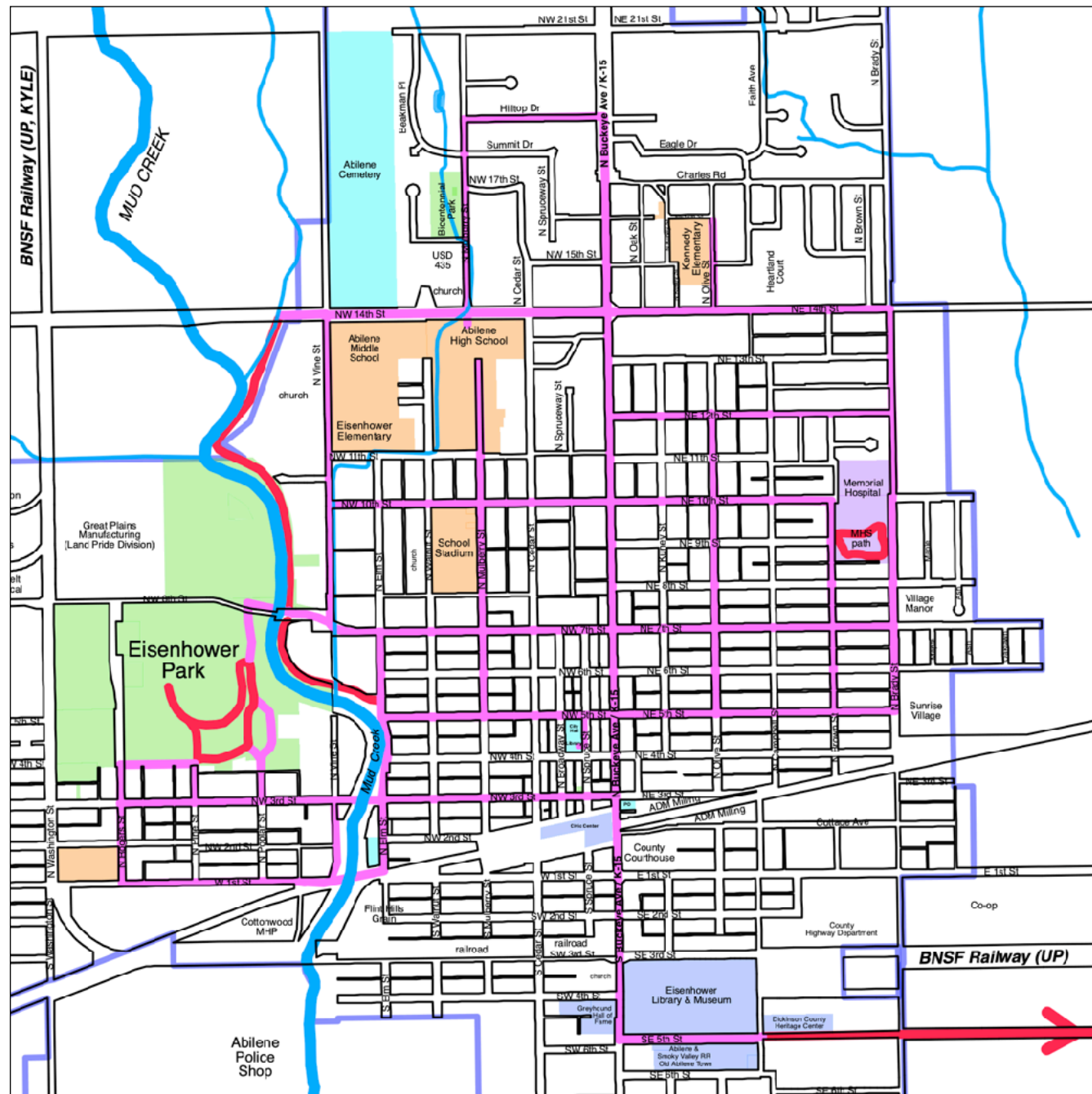
Reducing Buckeye to three lanes—one through lane each way, a continuous turn lane, and a one-way bike lane on each side—would help slow traffic down closer to the actual speed limit, and would allow safer pedestrian connections between the east and west sides of K-15 by shortening crosswalks.

The diagram on the following page shows a proposed bike lane network which could be pursued during the 22-year span of this Plan. Proposed routes are intended to connect neighborhoods to parks, schools, community destinations such as the Library and the Post Office, tourist destinations, and the Hospital.

It will take some time—and resources, and patience, and persistence—for the City to complete the bike lane network described in this diagram. In the meantime, **every planning decision should be made with an eye toward supporting the future development of such a bicycling network.**



Potential lane configuration for Buckeye Avenue



Overview of
Proposed Bike Lane Network
in Abilene

KEY

- Existing Path
- Proposed Bike Lanes
- Parks
- Schools
- Hospital
- Destinations
- Tourist Attraction

CHAPTER 6. Plan Implementation

This *Abilene Park System Master Plan* is a tool for use by Abilene's community leaders. It can:

- Provide baseline data on existing parks facilities.
- Offer direction for City officials and staff as they develop future parks facilities.
- Communicate Abilene's parks development plans to the community.
- Expand funding opportunities, since many grants require a master plan as a prerequisite.
- Help meet Abilene's community planning goals.

At the heart of this Plan are its goals — goals which express the needs and wishes of this community for the future of Abilene's park system. But goals are just dreams on paper until they are actually implemented. Goals will become reality only with **organization and leadership** from City staff and civic leaders.

As each goal is addressed, an action program will need to be developed for its implementation. An **action program** is a way to make sure that goals turn into reality, by describing specific tasks that must be achieved in order to reach each goal. To be effective, an action program must include clear-cut implementation information for each goal:

- **Define the tasks** necessary to achieve the goal.
- **Determine who is responsible** for making sure each task is achieved.
- Set a **schedule** and a **deadline**.
- **Assign resources** (funding, staff, equipment, etc.) sufficient to achieve each task.
- **Establish communication hierarchies** (Who needs to know what, when?).

Adoption & Amendments

The first step in implementation of this *Abilene Park System Master Plan 2024-2045* is for the City Commission to approve and adopt it. Proposals to update or revise the Plan may originate from City staff, the Recreation Commission, the Planning Commission, or the Governing Body. Proposed revisions must be reviewed by the Recreation Commission, which then makes a recommendation to the City Commission, which makes the final decision on approval.

The *Park System Master Plan* was developed simultaneously with an update to Abilene's Comprehensive Plan, but it is **not intended to be adopted as an element of the *Comprehensive Plan***. Instead, it should be adopted by the Governing Body as an independent City policy document. This will allow more flexibility in the implementation of the Parks Plan, since updates and revisions will not need to follow the detailed and statutorily-regulated process that is required for any change at all to a Comprehensive Plan or its elements.

Annual Review

The *Abilene Park System Master Plan* should be reviewed annually—first by City staff, then by the Recreation Commission. Schedule the annual review for the same month each year, ideally in early winter, if Recreation Commission agendas allow.

An annual review can identify which projects have been completed, which are underway, and which are next up for implementation—a yearly reminder of progress that helps to keep the whole process of plan implementation on track.

Each yearly review should reassess project priorities. Factors such as funding availability, site constraints, or phasing considerations will affect the details of implementation over the course of the next 22 years — yet so long as the fundamental intent is achieved, this *Master Plan* will have served its primary purpose.

Priorities

In this Master Plan, concept plans for each park provide an overview of projects which might be developed in Abilene's park system. When a number of major projects are proposed, prioritizing them over time helps to spread out the costs, and maintain a sustainable rate of investment in the park system.

City leaders, utilizing their knowledge and understanding of the public interest in the community, will decide the order in which these projects are developed.

Priorities will be determined by fulfilling highest community needs first, as well as on budget availability and practical sequencing requirements. Priorities may be applied both to development within each park, and to each park in relation to the others.

Priorities for a 22-year plan are typically categorized as:

- **Short-term** – within 5 years
- **Mid-term** – 5 to 10 years
- **Long-term** – 10 to 22 years

Priorities will undoubtedly be revised and adapted over the course of this Master Plan's implementation, reflecting changing community expectations, and changes in opportunities and constraints that will occur over the next two decades. Such revisions are normal and expected, and should cause no problems so long as they are based on a solid understanding of how the various parks and park facilities balance each other within the system as a whole.

Staffing & Operations

Selecting parks facilities that require less staff time, in management or in maintenance, contributes to the economic viability of the park system. Investing in good design and high quality materials results in long-term maintenance savings.

As each project approaches implementation, staff time will have to be dedicated to **project design**, as staff members help to make decisions on scope and materials—a necessary precursor for development of accurate budget projections. Later, when a project is built, staff will have to be involved in **construction supervision**.

Many of the goals listed in this Plan will not notably increase ongoing operational responsibilities. However, some proposed facilities will likely require additional staff and operational funding, a factor which must be taken into account when budgeting for new development.

Funding

Funding the development and operation of a park system is a challenge for every community, for parks must compete for City dollars with other public needs. But parks are worthy of support, and will return value on investment for the community.

The Abilene park and recreation system has many demands on its resources. Existing facilities must be well maintained, and new facilities should be periodically developed to continue fulfilling patrons' highest priority interests. The cost of the park system must remain within a budget that respects not only capital costs and program expenditures, but also ongoing maintenance and staffing requirements. The park system should have enough land to meet current open space requirements, as well as the financial ability to make property acquisitions to answer future needs.

Public funding sources may include local capital improvement funds, bond referendums, or state and federal grant programs. Federal and state grants are often matching grant programs, and require partial local funding of each project. Park systems may also be able to generate income through facilities rental, naming programs, or other entrepreneurial activities.

Private Funding Sources

Parks have an advantage over most other public services—they can and do compete successfully for private funding. While most people are not inclined to donate to a government, many will happily support public parks through a nonprofit organization.

Private funding sources may include grants from foundations, land acquisition with the help of land trusts, or corporate sponsorships for projects or special events.

- **KABOOM!** is a national nonprofit that can help fund community-build multigenerational playgrounds in neighborhoods facing disinvestment.

Dedicating some staff time or hiring a professional grant writer to produce grant proposals can produce significant financial benefits for the parks system. While some grants are available only to governmental entities, others are available exclusively to private nonprofits—so having a strong and active partnership between the City and a local parks support nonprofit organization offers access to the greatest range of potential funding opportunities.

Other partnerships—with the County, the School District, the Recreation Commission, the Community Foundation, the corporate community, developers, nonprofit organizations, and community volunteers—may enable other funding options.

Volunteers

Dedicating some staff time to providing support and liaison with a parks volunteer nonprofit organization can result in donated work-hours, positive financial benefits for parks projects and programs, expanded grant opportunities, and increased community involvement and public support for the park system.

For information on developing volunteer organizations, see:

- The Nature of Cities / Opportunities and Challenges in Working with Volunteers in Local Parks.
- [The National Association of Park Foundations](#).
- National Recreation and Park Association / Park Advocate Handbook.
- Arbor Day Foundation —[Alliance for Community Trees](#)

Information Resources

As each park development project in Abilene is implemented, more detailed and current information on the value of parks may be needed to encourage public support for the project. A variety of information resources, particularly from the Trust for Public Land, offer helpful background information and parks data.

- City Parks Alliance / [Active Parks, Healthy Cities](#)
- [Trust for Public Land](#)
- Project for Public Spaces / [Parks](#)

CHAPTER 7. Abilene's Parks Planning Goals

This chapter provides an overview of Abilene's **parks planning goals**. It is a compilation of the detailed goals incorporated throughout this *Park System Master Plan*, intended to serve as an aid to the City leaders and municipal staff who will be primarily responsible for seeing that these goals are implemented.

Abilene's park system should be both environmentally and economically sustainable, enhance residents' health and social connections, be accessible to all, reflect Abilene's character and identity, and contribute to the community's quality of life. When choices must be made among the many goals mentioned in this Plan, the available options should each be assessed based on how well they contribute to these overarching goals.

Goals are categorized under the following headings:

- Park System
- Environmental Sustainability
- Community Health
- Accessibility
- Furnishings & Lighting
- Signage
- Park Landscaping
- Pocket Park
- Little Ike Park
- Bicentennial Park
- Eisenhower Park / Community Center Sector
- Eisenhower Park / Municipal Park Sector
- Eisenhower Park / Fairgrounds Facilities
- Parkland
- Sidewalks
- Bike Lanes, Bike Routes & Paths

GOALS – PARK SYSTEM

- Enhance Abilene's **quality of life**.
- Support **health and wellness** for people of all ages and all abilities, providing opportunities for both social connections and physical exercise.
- Strengthen **community pride** and Abilene's **sense of identity**, by being a place for both small daily pleasures, and major community-wide celebrations.
- Improve **walkability and connectivity** in the city.
- Provide spaces where native plants and animals can thrive, and where people can appreciate **nature**.
- Make Abilene's park system **accessible**, and ADA compliant.

GOALS – ENVIRONMENTAL SUSTAINABILITY

- Reduce the use of non-native trees, shrubs, and turf in parks, utilizing **native plants** instead where it is possible to do so while maintaining compatibility with the characteristics of surrounding neighborhoods. Dedicate some areas to native grasses and wildflowers for **butterfly gardens**.
- Where appropriate, consider incorporating **permeable pavements, raingardens, bioswales or retention ponds** into the park system, both to aid in handling stormwater runoff, and to act as demonstration projects to inform residents about green infrastructure solutions.

GOALS – COMMUNITY HEALTH

- Add **walking path loops** to every park where they are feasible.
- Offer other **on-demand opportunities for exercise**. Encourage special-use parks such as dog parks or outdoor fitness zones, that encourage frequent use and enhance social connections.
- Add **multigenerational playgrounds** to every park possible.
- Add **game tables** to parks, wherever appropriate.
- Include **shade** and **drinking fountains** near all active park facilities.
- **Market** park and recreation programs with banners, posters and signs, and via social media.
- Design park programs specifically to **encourage more girls to participate**.
- **Help people to notice and understand nature** in parks. This could be something as simple as a patch of milkweed along a path and some information on Monarch butterflies, or a sign alerting people to listen for woodpeckers in an area where they can often be heard.

GOALS – ACCESSIBILITY

- Every park should, at minimum, have ADA parking and an accessible path to an accessible picnic table.
- Develop and implement a **Park System Accessibility Plan**.

GOALS – FURNISHINGS & LIGHTING

- Develop an identity for the park system as a whole, with a consistent colors and materials palette, signage system, and landscaping theme that reflect and reinforce Abilene's character.
- Select **LED full-cutoff luminaires** for future use in the parks.
- Select a **park system bike rack design**, and install racks at destinations in every park.

GOAL – SIGNAGE

- Establish a **balanced signage system** that uses all four categories of signs, as appropriate, in designs that coordinate with each other.
Locate each sign precisely where appropriate and necessary. **Avoid unnecessary signs**, both to prevent clutter, and to enhance the impact of the signs that *are* needed.

GOALS – PARK LANDSCAPING

- Use **ornamental grasses and native wildflowers** in **landscapes** as settings for park identification signs.
- Continue to promptly remove and properly dispose of **pine trees** as they succumb to pine wilt and/or pine tip moth, and **ash trees** infested with emerald ash borer.
- Develop a **list of acceptable tree species and varieties** to be planted in the parks. Begin with varieties recommended by the Kansas Forest Service.
- Consider instituting a **municipal tree farm**. A **tree spade** will be needed when trees are ready to transplant.
- Purchase a **Stump Grinder** for City use.
- **Plant replacement trees** in the parks *before* old trees have to be removed.
- When an appropriate opportunity presents, especially in lower-traffic turf areas, **replace bermudagrass with buffalograss**.
- Institute an **ongoing weed control program**, especially for **poison ivy, sandburs, and stickyweed** near paths and picnic areas in the parks.

GOALS – POCKET PARK

- Pursue a **lot split** to restore the south end of the Pocket Park property to 16th Street right-of-way.
- Connect **16th Street** between Kuney and Oak Streets.
- Remove existing playground equipment, and **sell** the balance of the parcel as a residential lot.

GOALS – LITTLE IKE PARK

- Continue to **maintain** Little Ike Park at its current level of excellence.
- Maintain a regular annual spray program to treat the Spruce tree for **bagworms**.
- Continue to **improve the adjacent parking lot** north of the Park, so it can work as an extension of the Park during events, and continue to serve as public parking during work weeks.
Use the **same materials palette** as in the Park, keeping the parking lot improvements in character with the Park.
- Add the **World's Biggest "I Like Ike" Campaign Button** at the northeast corner of the parking lot, as a visitor attraction.
- Add a small **Stage** to the northwest corner of the parking lot, to host performances during events.

GOALS – BICENTENNIAL PARK

- Improve the **lighting** in the **Restroom**.
- Update the **Restroom**.
- **Consolidate play equipment** into just one or two areas, and fit them with ADA accessible **poured in place safety surfacing**. Start with the area around the existing multi-component play structure.
- Add four to eight **outdoor Pickleball Courts** in the northeast part of the Park, depending on demand.
- Add **parking off Mulberry Street** to serve venues in the north end of the Park—either diagonal parking along the street, or a small on-site lot.
- Add a **concrete looped walking path**, preferably six to eight feet wide, that also functions as an **accessible route** linking all accessible park venues to handicap parking stalls in both parking lots.
- If drainage patterns and stormwater management calculations indicate that a **retention pond** would be useful to construct somewhere along this channel, examine the possibility of adding it to this Park.

GOALS – EISENHOWER PARK / COMMUNITY CENTER SECTOR

- Build a **Phase 1 addition** on the north side of the Community Center building, including an improved Indoor Walking Path, additional exercise rooms (especially for gymnastics and tumbling), and possibly an additional gymnasium with more space for indoor Pickleball courts.
- Build a **Phase 2 addition** on the west side of the Community Center building, with an indoor swimming pool.
- Expand and improve the two existing Youth **Ball Diamonds** to accommodate High School baseball, and include Soccer Practice Fields in the outfields.
- Construct two or perhaps three new **Little League Diamonds** on the north end of the site.
- Add **parking lots** farther north on the site, to serve the new facilities.
- Construct a small freestanding **Restroom/Concessions building** to serve the ball diamond complex.
- Consider adding a small **Playground** with nearby shaded seating, near the ball diamond complex.
- Add a **Donations Map** in the Community Center lobby, showing locations of donated facilities and furnishings in Abilene's Parks.
- Improve the existing gravel path along the east bank of Mud Creek, creating a concrete **Bike & Pedestrian Path**.
- Install a **backup generator** to serve the Community Center.
- Later in the Planning Period, prepare for replacement of the Community Center's **heating and air conditioning units**.

GOALS – EISENHOWER PARK / MUNICIPAL PARK SECTOR

- **Rose Garden:** Create a succession plan to ensure a smooth transition when the current head gardener eventually retires, and a new head gardener must be found.
- **Pool:** The tree immediately southwest of the Pool House has become a hazard, and should be removed as soon as possible.
- **Pool:** Add at least one **shade structure** on the pool deck. Consider **fabric structures** as an option, since they can actually reduce the temperature beneath them.
- **Pool:** Add a safe **drop-off zone** near the Pool House entrance.
- **Skatepark:** Consider rearranging the prefabricated Skatepark ramps every few years, in order to present new challenges for users.
- **Cornhole Courts:** Expand the number of Cornhole Courts as necessary to meet demand.
- **Pickleball:** If demand continues to expand, consider adding dedicated outdoor Pickleball Courts to Eisenhower Park, perhaps in some of the space opened up when scattered Play Equipment is relocated to more compact playgrounds.
- **Eliminate the Sand Volleyball Courts.**
- Consider replacing the Volleyball Courts with a **Splashpad**.
- Update the **Restrooms**.
- Consolidate scattered play equipment into more **compact play areas** that have **poured-in-place safety surfacing** and **shade structures**.
- Consider relocating some of the older play equipment into a consolidated **Vintage Playground**.
- Incorporate some new play elements that are **accessible**, and meet ADA requirements.
- Incorporate some new **intergenerational play elements**.
- Add some **outdoor exercise equipment** for adults at some playgrounds.
- Create a **nature play** playground.
- Upgrade or replace some of the older **Picnic Shelters**.
- Add **interpretive signage** explaining the historic WPA origins of the Park.
- Renovate the historic Restroom as an **Interpretive Center**.
- Improve the **perimeter Path**, making it an **ADA accessible route**. Add **bistro table seating areas** along the path. In appropriate locations along the path, provide **trash receptacles**, including **dog waste stations**.

GOALS – EISENHOWER PARK / FAIRGROUNDS FACILITIES

- **Make a plan to update the entire complex of Livestock Barns and Show Rings**, including a vehicle and pedestrian circulation network.
- **Update the Stadium Press Stand.**
- **Update the Stadium restrooms and showers.**
- **Make a plan to update the entire Concessions complex**, with better pedestrian access, and **ample shaded tables and seating nearby**. Consider the possibility that a **different location** may be better, and that **food trucks** may be a big part of future concessions operations. Explore the possibility of bringing concessions at the Fair under the **management** of either the CKFFA or the City.
- **Repair sunken concrete sidewalks and ramps at the Royer Bandshell.**
- **Make a deliberated decision about whether the tanks and artillery piece** should continue to be maintained, or should be removed from the Park as a liability risk for the City. Consider the possibility of relocating them to the National Guard building site, if they want them.
- **Remove the Gravette Ball Diamonds**, and return that land to use as **parking** for Stadium events. When regrading after demolition, add **rain gardens or other green infrastructure elements** to address chronic drainage problems. Add **interpretive signs** to teach people about green infrastructure.
- **Remove the Baseball Diamond** in the southwest corner of Eisenhower Park.
- **Discuss potential renovations of Sterl Hall** with Dickinson County.
- **Update the cooperation Agreement** between the City of Abilene and the CKFFA Board.

GOALS – PARKLAND

- Pursue the possibility of a **land swap**, transferring title of the Park Shop site to the City, while transferring title to the CKFFA of an equivalent amount of land that is immediately adjacent to the CKFFA's northern parcel.
- Determine whether a new **baseball** facility should be designed to host **tournaments or not**.
- Search for an appropriate site and **purchase land for a new Baseball Park**, possibly on the west side. Try to find a site that would allow local kids to bike to the ball fields for practice. If the decision is made to build a tournament facility, consider land near one of the I-70 interchanges as a potential location.
- Design and **construct a new baseball facility** in the new Park. Include diamonds designed for High School and adult play, ample parking, modern Restrooms and Concessions, a well equipped Press Box, and comfortable seating for fans.
- **Acquire a minimum 5 acres of new parkland** which meets the criteria for a **Dog Park**.
- Design & construct a **new Dog Park** in Abilene.
- Establish a **volunteer Dog Park support organization** to sponsor programs and special events, and raise funds for additional amenities.
- Acquire about **four to five acres of land for a Neighborhood Park on the east side of town**, possibly along a stream for a linear park with a pathway. Alternatively, acquire about nine or ten acres of land for a **Dog Park and a Neighborhood Park combined**.
- When seeking property with additional **water rights** for the City, seek land that could also serve as a **nature park**.

GOALS FOR SIDEWALKS

- Incorporate **complete streets** principles in Abilene's rights-of-way, particularly downtown, and in the neighborhoods around schools and the Hospital.
- Determine whether sidewalks in Abilene can be most cost-effectively paid for with **full city funding** or a **cost-split** program.
- Establish **sidewalk policies** for the City of Abilene that will work to improve and expand Abilene's sidewalk system.
- Dedicate an **annual City budget allocation** for sidewalk improvement and expansion projects.
- Begin a program of **repairing existing sidewalks**, as needed, in targeted locations that connect neighborhoods to community destinations, including downtown, schools, parks, and the Hospital.

GOALS FOR BIKE LANES, BIKE ROUTES & PATHS

- Prioritize **ADA accessibility in the vicinity of the Hospital**, with improvements to sidewalks, curb ramps and crosswalks.
- Prioritize streets with proposed bike lanes, **establishing short-term, mid-term, and long term goals for constructing the bike lane system**.
- Select a pilot project, develop a budget, identify funding, implement a public engagement process, and begin construction of one or two **demonstration bike lanes** in Abilene. Evaluate the process before implementing additional projects.
- Improve and extend the **mixed-use path** along Mud Creek.



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

Topic: Floodplain Ordinance 24-3445

Department: Community Development/City Manager

Staff Contact: Travis Steerman/Ron Marsh

Background:

On September 13, 2023, FEMA issued updated flood hazard data for Dickinson County. To be eligible to continue to participate in the National Flood Insurance Program (NFIP), the City of Abilene needs to adopt an ordinance amending the current floodplain ordinance from 2014 in Section 28-1 of the zoning regulations.

The Planning Commission reviewed this item during a public hearing on February 20, 2024, and recommended approval. The deadline for adoption is March 13, 2024.

Attached is the draft ordinance that has been reviewed and approved by the Kansas Division of Water Resources. The language incorporated in the ordinance is standard for all communities in Kansas participating in the NFIP.

There are no significant changes to the flood hazard data. There is one Letter of Map Revisions (LOMR) that was superseded. It is in category three of the attached Summary of Map Actions (SOMA).

The link to the preliminary map: [Dickinson County Floodplain \(ks.gov\)](https://www.dickinsoncountyks.gov/floodplain)

Recommendation:

Approve the Floodplain Management Ordinance 24-3445

Fiscal Note:

Funding Source:

FLOODPLAIN MANAGEMENT ORDINANCE
Pursuant to 44 CFR § 60.3 (d) - Regulatory Floodway Identified,
K.S.A. 12-766, and K.A.R. 5-44-1 through 5-44-7

ORDINANCE No. _____

ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. Approval of Draft Ordinance by Kansas Chief Engineer Prior to Adoption

The following floodplain management regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on January 10, 2024.

2. Kansas Statutory Authorization

The Legislature of the State of Kansas has in K.S.A. 12-741 *et seq.*, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of the public. Therefore, the City Commission of Abilene, Kansas, ordains as follows:

SECTION B. FINDINGS OF FACT

1. Flood Losses Resulting from Periodic Inundation

The special flood hazard areas of Abilene, Kansas, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. General Causes of the Flood Losses

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. Methods Used To Analyze Flood Hazards

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials dated March 13, 2024 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles that are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause **any** increase in flood height.
- e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare of the public; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) § 59.22(a)(3); and to meet the requirements of 44 CFR § 60.3(d) and K.A.R. 5-44-4 by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Abilene in the county of Dickinson, Kansas identified as numbered and unnumbered A Zones, AE, AO and AH Zones on the Flood Insurance Rate Map (FIRM) panels referenced on the associated FIRM Index dated March 13, 2024, as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Abilene City Commission or its duly designated representative under such safeguards

and restrictions as the Abilene City Commission or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Article 4.

SECTION B. COMPLIANCE

No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of Abilene, Kansas, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made there under.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured or mobile homes, in the areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Community Development City Inspector is hereby appointed to administer and implement the provisions of this ordinance.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;

2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the floodplain administrator;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured or mobile homes, within any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the one percent annual chance or 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured or mobile homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;

- d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
- f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of greater than five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, Material, and Equipment*

- a. Storage of material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

6. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service has been or is discontinued for twelve (12) consecutive months, any future use of the building shall conform to this ordinance.
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

7. *Accessory Structures*

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 600 square feet, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; the accessory structure meets the following floodplain management requirements; and a floodplain development permit has been issued. Wet-floodproofing is only allowed for small low cost structures.

Any permit granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Permits shall meet the following conditions.

In order to minimize flood damages during the one percent annual chance flood event, also referred to as the 100-year flood and the threat to public health and safety, the following conditions shall be required for any permit issued for accessory structures that are constructed at-grade and wet-floodproofed:

- a. Use of the accessory structures must be solely for parking and limited storage purposes in any special flood hazard area as identified on the community's Flood Insurance Rate Map (FIRM).
- b. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance.
- c. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
- d. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
- e. The accessory structures must meet all NFIP opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (1)(c) of this ordinance.
- f. The accessory structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E (2) of this ordinance. No permits may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
- g. Equipment, machinery, or other contents must be protected from any flood damage.
- h. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
- i. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to

the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

8. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying or raising of agricultural commodities and livestock, may be constructed at-grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; a variance has been granted from the floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

SECTION B. SPECIFIC STANDARDS

1. In all areas identified as numbered and unnumbered A zones, AE, and AH Zones, where base flood elevation data have been provided, as set forth in Article 4, Section A(2), the following provisions are required:

- a. *Residential Construction*

New construction or substantial-improvement of any residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above base flood elevation. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

- b. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below one foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall verify that the standards of this subsection are satisfied. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer. Such certification shall be provided to the floodplain administrator as set forth in Article 3, Section C(7)(8)(9).

- c. *Enclosures Below Lowest Floor*

Require, for all new construction and substantial-improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED or MOBILE HOMES

1. All manufactured or mobile homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured or mobile homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured or mobile homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM on sites:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured or mobile home has incurred substantial-damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of one (1) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.
3. Require that manufactured or mobile homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones, AE and AH zones, on the community's FIRM, that are not subject to the provisions of Article 4, Section C(2) of this ordinance, be elevated so that:
 - a. The lowest floor of the manufactured or mobile home is a minimum of one (1) foot above the base flood level. The elevation of the lowest floor shall be certified by a licensed land surveyor or professional engineer.

SECTION D. AREAS OF SHALLOW FLOODING (AO and AH zones)

Located within the areas of special flood hazard as described in Article 2, Section A are areas designated as AO zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

1. *AO Zones*

- a. All new construction and substantial-improvements of residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- b. All new construction and substantial-improvements of any commercial, industrial, or other non-residential structures, including manufactured or mobile homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community FIRM (at least two (2) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- c. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

2. *AH Zones*

- a. The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in Article 4, Section B.
- b. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

SECTION E. FLOODWAY

Located within areas of special flood hazard established in Article 2, Section A, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point.
2. The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in **any** increase in flood levels within the community during the occurrence of the base flood discharge.
3. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision, fulfills the requirements for such revisions as established under the provisions of 44 CFR 65.12, and receives the approval of FEMA.

4. If Article 4, Section E(2), is satisfied, all new construction and substantial-improvements shall comply with all applicable flood hazard reduction provisions of Article 4.
5. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article 4, Section A(2).

SECTION F. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the community's FIRM either:

1. Be on the site for fewer than 180 consecutive days, or
2. Be fully licensed and ready for highway use*; or
3. Meet the permitting, elevation, and anchoring requirements for manufactured homes of this ordinance.

*A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

ARTICLE 5 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The Board of Zoning Appeals shall act as the Appeal Board as established by Abilene, Kansas and shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit is denied by the Floodplain Administrator, the applicant may apply for such floodplain development permit directly to the Appeal Board, as defined in Article 5, Section A.

The Appeal Board shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the Appeal Board or any taxpayer may appeal such decision to the District Court as provided in K.S.A. 12-759 and 12-760.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Appeal Board shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood elevation, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, repair, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provide the proposed activity will not preclude the structure's continued historic designation and the variance is the minimum necessary to preserve the historic character and design of the structure.
3. Variances shall not be issued within any designated floodway if any significant increase in flood discharge or base flood elevation would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

5. Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
6. A community shall notify the applicant in writing over the signature of a community official that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
7. A community shall maintain a record of all variance actions, including justification for their issuance.
8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of items 1 through 6 of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

SECTION F. CONDITIONS FOR APPROVING VARIANCES FOR AGRICULTURAL STRUCTURES

New agricultural structures should be built to standards specified under Article 4, Section B(1)(b) of this ordinance pertaining to non-residential structures unless a variance is granted to wet floodproof the structure at grade. Any variance granted for an agricultural structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Article 5, Sections D and E of this ordinance.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for agricultural structures that are constructed at-grade and wet-floodproofed.

1. All agricultural structures considered for a variance from the floodplain management regulations of this ordinance shall demonstrate that the proposed varied structure is located in wide, expansive floodplain areas and no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures.
2. Use of the proposed structures must be limited to exclusively agricultural purposes in a Zone A, AE, A1-30, AH, AO, floodplain as identified on the community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM).
3. Proposed structures must not increase risks and pose a danger to public health, safety, and welfare if flooded contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquefied natural gas terminals, and production and

storage of highly volatile, toxic, or water-reactive materials.

4. Proposed structures have low damage potential (amount of physical damage, contents damage, and loss of function).
5. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (3)(b) of this ordinance.
6. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (4)(a) of this ordinance. All the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
7. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance.
8. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of floodwaters in accordance with Article 4, Section B (1)(c) of this ordinance.
9. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E(2) of this ordinance. No variances may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood.
10. Major equipment, machinery, or other contents must be protected from any flood damage.
11. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures.
12. A community shall notify the applicant in writing over the signature of a community official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.
13. Wet-floodproofing construction techniques must be reviewed and approved by the community and a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

Exceptions to the variance requirement for agricultural structures apply only to those that are substantially damaged by flooding and agricultural structures that are repetitive loss structures. These are allowed to be permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

1. If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
2. The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet-floodproofing in accordance with Article 5, Section F 1 through 13, proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage condition must be regulated as substantial improvements.
3. The repaired or restored structure will continue to be an agricultural structure, as defined in these regulations.
4. Owners are notified, in writing, that agricultural structures approved under this section:
 - a. Will not be eligible for disaster relief under any program administered by the Federal Emergency Management Agency or any other Federal agency.
 - b. Will have National Flood Insurance Program flood insurance policies rated based on the structure's risk.
 - c. May be denied National Flood Insurance Program flood insurance policies if repairs do not include the wet floodproofing construction requirements of Article 5, Section F 1 through 13 of this ordinance.
5. Wet floodproofing construction requirements. When owners elect to wet-floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the standards of Article 5, Section F 1 through 13 of this ordinance.

ARTICLE 6 VIOLATIONS

1. The floodplain administrator may make reasonable entry upon any lands and waters in Abilene, Kansas for the purpose of making an investigation, inspection or survey to verify compliance with these regulations. The floodplain administrator shall provide notice of entry by mail, electronic mail, phone call, or personal delivery to the owner, owner's agent, lessee, or lessee's agent whose lands will be entered. If none of these persons can be found, the floodplain administrator shall affix a copy of the notice to one or more conspicuous places on the property a minimum of five (5) days prior to entry.
2. A structure or other development without a floodplain development permit or other evidence of compliance is presumed to be in violation until such documentation is provided.
3. The floodplain administrator shall provide written notice of a violation of this ordinance to the owner, the owner's agent, lessee, or lessee's agent by personal service or by certified mail, return receipt requested. The written notice shall include instructions and a deadline to request a hearing before the appeals board, and if no hearing is requested, a deadline by which the violation must be corrected.
4. Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500, and in addition, shall pay

all costs and expenses involved in the case. Each day such violation continues, shall be considered a separate offense. Nothing herein contained shall prevent the City of Abilene or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

5. Notwithstanding any criminal prosecutions or in lieu of any criminal prosecutions, if the owner, occupant or agent in charge of the property has neither alleviated the conditions causing the alleged violation nor requested a hearing within the period specified, the public officer or an authorized assistant shall abate or remove the conditions causing the violation.

6. If the public officer or an authorized assistant abates or removes the nuisance pursuant to this section, notice shall be provided to the owner, the owner's agent, lessee, or lessee's agent by certified mail, return receipt requested, of the total cost of the abatement or removal incurred. The notice shall also state that the payment is due within 30 days following receipt of the notice. The cost of providing notice, including any postage, required by this section may also be recovered.

7. The notice shall also state that if the cost of the removal or abatement is not paid within the 30-day period, the cost of the abatement or removal shall be collected in the manner provided by K.S.A. 12-1,115, and amendments thereto, or shall be assessed as special assessments and charged against the lot or parcel of land on which the nuisance was located and the city clerk, at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and applicable interest has been paid in full. (K.S.A. 12-1617f).

ARTICLE 7 AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Abilene, Kansas. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the FEMA Region VII office. The regulations of this ordinance are in compliance with the NFIP regulations.

ARTICLE 8 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" *see "base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" *see "risk premium rates."*

"Administrator" means the Federal Insurance Administrator.

"Agency" means the Federal Emergency Management Agency (FEMA).

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities and livestock.

"Appeal" means a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Shallow Flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Also referred to as Special Flood Hazard Area (SFHA).

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" means the elevation of the surface of the water during a one percent annual chance flood event.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

"Building" *see "structure."*

"Chief Engineer" means the chief engineer of the division of water resources, Kansas Department Of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in

states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, **provided** that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* does include mobile homes manufactured prior to 1976 but **does not include** a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the National American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Numbered A Zone" means a special flood hazard area where the Flood Insurance Rate Map shows the Base Flood Elevation.

"One percent annual chance flood" see *"base flood."*

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably Safe From Flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area" *see "area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The *actual start* means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the *actual start of construction* means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before *"start of construction"* of the improvement. This term includes structures, which have incurred *"substantial-damage,"* regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a *"historic structure,"* provided that the alteration will not preclude the structure's continued designation as a *"historic structure."*

"Unnumbered A Zone" means a special flood hazard area shown on either a flood hazard boundary map or flood insurance rate map where the base flood elevation is not shown on the FIRM. Commonly referred to as Zone A in Kansas meaning a non-detailed study.

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE 9 CERTIFICATE OF ADOPTION

This Floodplain Management Ordinance for the community of Abilene, Kansas.

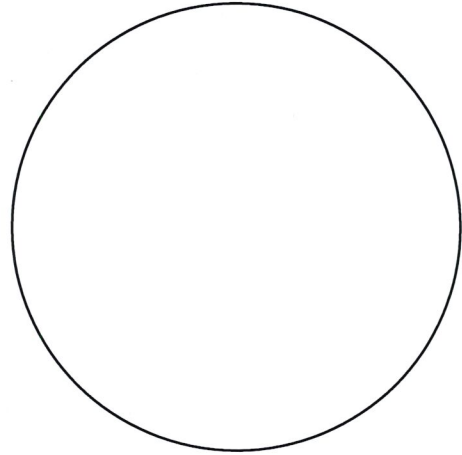
PASSED AND ADOPTED by the Governing Body of Abilene, Kansas.

This _____ day of _____, 2024.

Chief Engineer Draft Approval Seal Here:

APPROVED
This 10th day of January, 2024
Iana Langstaff for Earl Lewis
Earl D. Lewis, Jr., P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

Community Approval Seal Here:



APPROVED:

Signature of Chief Executive Officer/Chief Elected Official Date

Chief Executive Officer/Chief Elected Official Name (Typed/printed) Title

ATTEST:

Signature of Recording Clerk Date

Shayla Mohr, CMC City Clerk

Published in official news publication The Abilene Reflector Chronicle.



Federal Emergency Management Agency

Washington, D.C. 20472

September 13, 2023

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

The Honorable Trevor Witt
Mayor, City of Abilene
P.O. Box 519
Abilene, Kansas 67410

Community Name: City of Abilene,
Dickinson County,
Kansas
Community No.: 200074
Map Panels Affected: See FIRM Index

Dear Mayor Witt:

This is to notify you of the final flood hazard determination for Dickinson County, Kansas and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Revised Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on March 13, 2024. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(d) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document.

This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(d);
2. Adopting all the standards of 44 CFR Part 60.3(d) into one new, comprehensive set of regulations; or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(d).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at <https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood>.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at <https://www.msc.fema.gov>. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Tara Lanzrath, NFIP State Coordinator for Kansas by telephone at (785) 296-2513. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 7 at (202) 480-1084 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at <https://www.fema.gov/flood-maps>. Copies of these documents may also be obtained by calling our FMIX.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Luis Rodriguez', with a stylized, cursive flourish at the end.

Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:
Final SOMA

cc: Community Map Repository
Ron Marshall, City Manager, City of Abilene

Topeka Field Office
1131 SW Winding Rd, Suite 400
Topeka, KS 66615



Phone: 785-296-5733
www.agriculture.ks.gov

Mike Beam, Secretary

Laura Kelly, Governor

January 10, 2024

Ron Marsh
P.O. Box 519
Abilene, Ks 67410

Subject: Floodplain Management Ordinance for Abilene, Kansas

Dear Mr. Marsh,

The floodplain management regulations submitted for Abilene, Kansas were received for review on January 09, 2024. The Chief Engineer, Division of Water Resources, Kansas Department of Agriculture, acting under terms of K.S.A. 12-766, and the administrative regulations adopted pursuant thereto (K.A.R. 5-44-1 through 7) approved your regulations on January 10, 2024. An approved draft copy of the regulations is returned for action by the governing body.

When the governing body has officially adopted the regulations, please send a signed copy of the adopted document to me. I will send the documentation to FEMA for you. Please call me at (785)-296-0854 if you have any questions.

Sincerely,

A handwritten signature in black ink, reading "Cheyenne Sun Eagle".

Cheyenne Sun Eagle
NFIP Specialist

Enclosures:
Approved Draft Document

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

To assist your community in maintaining the Flood Insurance Rate Map (FIRM), we have summarized below the effects of the enclosed revised FIRM panels(s) on previously issued Letter of Map Change (LOMC) actions (i.e., Letters of Map Revision (LOMRs), Letter of Map Revision based on Fill (LOMR-Fs), and Letters of Map Amendment (LOMAs)) that will be affected when the revised FIRM becomes effective on March 13, 2024.

1. LOMCs Incorporated

The modifications effected by the LOMCs listed below will be reflected on the revised FIRM. In addition, these LOMCs will remain in effect until the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

2. LOMCs Not Incorporated

The modifications effected by the LOMCs listed below will not be reflected on the revised FIRM panels or will not be reflected on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lot(s) or structure(s) involved were outside the Special Flood Hazard Area, as shown on the FIRM. These LOMCs will remain in effect until the revised FIRM becomes effective. These LOMCs will be revalidated free of charge 1 day after the revised FIRM becomes effective through a single revalidation letter that reaffirms the validity of the previous LOMCs.

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

2A. LOMCs on Revised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	96-07-238A	06/17/1996	A PORTION OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 2 EAST, 6TH PRINCIPAL MERIDIAN; 210 N. BRADY	20041C0070C	20041C0262E
LOMR-F	99-07-066A	11/12/1998	NEMECHEK ADDITION, BLOCK 1, LOT 3, EXCEPT THE N. 65.84 FT. -- 800 SOUTH CEDAR ST.	20041C0070C	20041C0262E
LOMA	00-07-797A	11/08/2000	LOTS 3,4,5, BLOCK 1, WAHL'S SUBDIVISION; 600 EAST COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	01-07-526A	06/13/2001	407 S.E. 2ND STREET, ARKANSAS VALLEY TOWN AND LAND CO., LOTS 13 THROUGH 15, BLOCK 1	20041C0070C	20041C0262E
LOMR-F	01-07-365A	06/29/2001	DAWSON ESTATES, PHASE I, BLOCK 1, PHASE II, BLOCK 1	20041C0070C	20041C0262E
LOMA	01-07-567A	07/25/2001	NORTHWEST 1/4 OF SECITON 22, T13S, R2E; 806 EAST FIRST STREET	20041C0070C	20041C0262E
LOMA	05-07-0270A	01/14/2005	LEBOLD & FISHER'S ADDITION, LOTS 6-9, 13, 15, 17, & 19 -- 601 SOUTH BUCKEYE AVENUE	20041C0070C	20041C0262E
LOMR-F	07-07-0091A	11/16/2006	DAWSON ESTATES PHASE III, BLOCK 1, LOT 22 -- FAITH AVENUE (KS)	20041C0070C	20041C0262E
LOMA	07-07-0690A	03/15/2007	PROSPECT PARK ADDITION, BLOCK 1, LOTS 14-20 -- 701 COTTAGE AVENUE (KS)	20041C0070C	20041C0262E
LOMA	07-07-1659A	07/31/2007	BOSTON HEIGHTS, BLOCK 37 -- 1304 NW 14TH STREET	20041C0070C	20041C0261E
LOMA	07-07-1887A	10/16/2007	SMALLEY'S SUBDIVISION, BLOCK 2, LOT 6 -- 609 COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	08-07-0095A	01/22/2008	SMALLEY'S SUBDIV, BLOCK 2, LOTS 7 & 8 -- 613 COTTAGE AVENUE	20041C0070C	20041C0262E
LOMA	10-07-0403A	02/25/2010	EXISTING HAY SHED-PARCEL ABOVE BFE--2100 AVENUE	20041C0070C	20041C0264E
LOMA	10-07-1250A	05/13/2010	LOTS 9 & 10, BLOCK 2, SMALLEY'S SUBDIVISION	20041C0070C	20041C0262E
LOMA	10-07-1803A	08/05/2010	Lots 7-16, Blocks 4 & 5, J.M. Fisher's Addition -- 209 South Olive Street	20041C0070C	20041C0262E
LOMA	11-07-0626X	01/20/2011	COMMENCING AT NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 -- 2100 AVE.	20041C0070C	20041C0264E

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
LOMA	13-07-1603A	07/05/2013	JM FISHERS SUBDIVISION, LOT 10, 11, 12 -- 311 SE 2ND STREET	20041C0070C	20041C0262E
LOMA	14-07-2018A	07/29/2014	BLOCK 22, LOTS 7 & 8 -- 315 SW 4TH STREET	20041C0070C	20041C0262E
LOMA	14-07-2019A	07/29/2014	BLOCK 22, LOTS 4, 5, & 6 -- 309 SW 4TH STREET	20041C0070C	20041C0262E
LOMA	16-07-0041A	11/10/2015	SECTION 22, T13S, R2E, 6TH P.M. -- 800 EAST FIRST STREET	20041C0070C	20041C0262E
LOMA	20-07-1296A	08/28/2020	WAHL'S SUBDIVISION, BLOCK 2, LOTS 6-10 -- 603 COTTAGE AVENUE	20041C0070C	20041C0262E

2B. LOMCs on Unrevised Panels

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		

3. LOMCs Superseded

The modifications effected by the LOMCs listed below have not been reflected on the Final revised FIRM panels because they are being superseded by new or revised flood hazard information or the information available was not sufficient to make a determination. The reason each is being superseded is noted below. These LOMCs will no longer be in effect when the revised FIRM becomes effective.

LOMC	Case No.	Date Issued	Project Identifier	Reason Determination Will be Superseded
LOMR	08-07-1458P	03/19/2009	DAWSON ESTATES PHASE FOUR	4

1. Insufficient information available to make a determination.
2. Lowest Adjacent Grade and Lowest Finished Floor are below the proposed Base Flood Elevation.
3. Lowest Ground Elevation is below the proposed Base Flood Elevation.
4. Revised hydrologic and hydraulic analyses.
5. Revised topographic information.
6. Superseded by another LOMC.

FINAL SUMMARY OF MAP ACTIONS

Community: ABILENE, CITY OF

Community No: 200074

4. LOMCs To Be Redetermined

The LOMCs in Category 2 above will be revalidated through a single revalidation letter that reaffirms the validity of the determination in the previously issued LOMC. For LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures is no longer valid, the LOMC cannot be revalidated through this administrative process. Therefore, we will review the data previously submitted for the LOMC requests listed below and if appropriate issue a new determination for the affected properties after the effective date of the revised FIRM.

LOMC	Case No.	Date Issued	Project Identifier	Original Panel	Current Panel
			NO CASES RECORDED		



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

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

Department: Public Works

Staff Contact: City Manager/PW Director

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

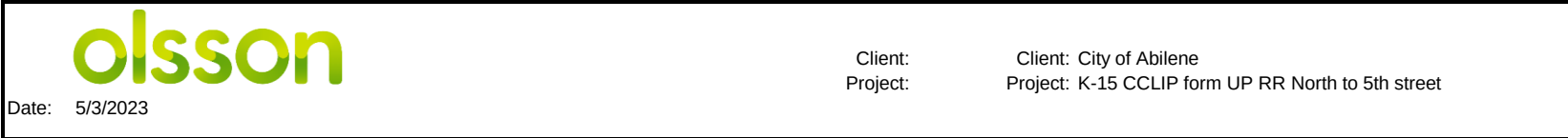
By _____
Signature

Print Name _____

Title _____

Dated: _____

ENGINEER'S OPINION OF PROBABLE COST
--



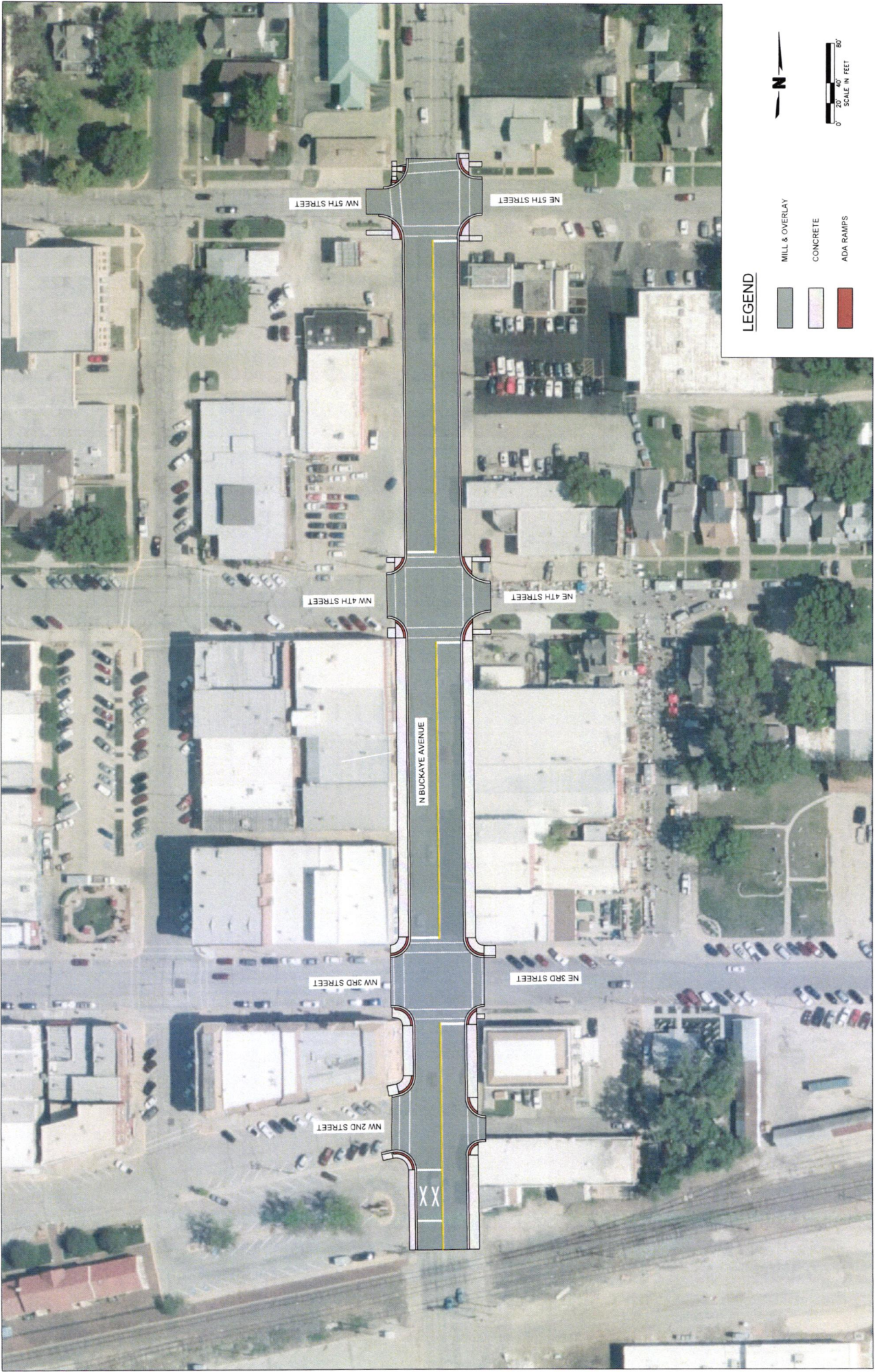
Item	Quantity (Participating)	Quantity (Non- Participating)	Unit	Unit Cost \$	Cost \$ (Participating)	Cost \$ (Non- Participating)	Total Cost \$
------	-----------------------------	----------------------------------	------	--------------	----------------------------	---------------------------------	---------------

	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

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

[illegible]





City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Regular Meeting

Topic: Well #6 and Well #16 Rehabilitation Bids

Department: Public Works Department

Staff Contact: Brad Anderson, Public Works Director/Jay Leusman, WTP Superintendent

Background:

The city does well capacity testing yearly. The most recent testing showed that well #16, at its projected yearly pumping rate, would need to be rehabilitated in early 2025. Due to a drier regional climate than usual, the city had three wells below acceptable water levels in 2023. The wells were shut down to protect them, and other wells were used. Well, #16 was used beyond the projected yearly rate to make up the difference, thus speeding up the deterioration. Well, #16 will be critical in 2024, and due to the additional pumping rate, rehabilitation will be needed sooner than initially scheduled.

It was decided to add well #6 to the bidding process since it was initially scheduled for rehabilitation in 2024.

A total of 45 water well drilling companies within Kansas were contacted following the January 22, 2024, City Commission Meeting, and out of those 45, only four companies stated that they might be interested in bidding. Sargent Drilling was the only company to provide a sealed bid.

The time involved in researching and creating this bid was well over 15 hours of staff time.

Recommendation:

Approve both bids from Sargent Drilling:

Well #6 - \$34,345.00

Well #16 - \$39,919.72

Fiscal Note:

\$74,264.72

Funding Source:

Water Fund: Wells-Production-WTP – Well Maintenance
002-023-520670



**INVITATION TO BID
Well Rehabilitation Project
CITY OF ABILENE, KANSAS**

Project: Well #6 and Well #16

January 31, 2024

You are invited to bid on two well rehabilitation projects for the City of Abilene, Kansas, Public Works Department.

The City of Abilene, Kansas, will receive sealed bids at the Office of the City Clerk until 2:00 pm, Thursday, February 15, 2024. Submit in a sealed envelope, marked on the outside, *"Well Rehabilitation Project Bid."* Bids can be mailed to PO Box 519, Abilene, Kansas 67410, put in the drop box at 419 N. Broadway, Abilene, Kansas or emailed to shayla@abilenecityhall.com.

The proposed bid items may be examined at:

Office of the City Clerk, 419 Broadway, P.O. Box 519, Abilene, Kansas 67410-0519 or online at www.abilenecityhall.com within E-Services under Public Bids.

Bidders must be at least 18 years of age.

The successful bidder must provide proof of \$300,000 in liability insurance.

OWNER reserves the right to reject any or all bids and waive technicalities under these specifications.

A pre-bid site visit is required before bidding on this project.

If you have any questions regarding this bid, please get in touch with Jay Leusman, Water Treatment Plant Superintendent, at (785) 263-7478 or email jay@abilenecityhall.com.



Public Works Department
601 NW 2nd Street/PO Box 519
www.abilenecityhall.com
(785) 263-3510

January 31, 2024

The City of Abilene (city) has the following projects for early 2024. We would like to invite you to submit a bid on the scope of work outlined below. Please be aware that these two projects should be bid on separately. The completion deadline for these projects is not movable and is set at March 31, 2024. You will need to meet the City of Abilene contractor minimum requirements. If your bid is accepted, you will be expected to work with the city-designated electrician and SCADA programmers. All work must be done in accordance with regulatory agency regulations. All equipment and chemicals must be new and unused. Bids will be rejected if a free comprehensive in-person on-site review is not performed. All equipment and chemicals must be approved by the city prior to procurement. All documentation on company history and prior projects, warranty, insurance coverage, and specification of proposed equipment and chemicals will be provided to the city for review in the bidding documents.

Projects Well #6 and Well #16

1. Well-cleaning minimum standards. Acidize, flush, mechanical scrub well casing and screen, flush, chlorinate while surging for 10 hours, let set for 10 hours, surge for 4 hours, and flush. These steps may be repeated to meet the desired cleaning. A specific capacity test must be performed at this time, and the result must be presented to the city for review immediately after completion before proceeding further.
2. Pull existing equipment that is not needed for the project. Remove all debris from the well by mechanical means.
3. Video recording of wells #6 and #16 from the top of the casing to the bottom of the well. A 360-degree view of the entire well structure must be recorded and made available for review in a format compatible with a Windows media player. This video will be presented to the city on a thumb drive for review before new construction can start.
4. Installation of a submersible pump and motor capable of 400 GPM @ 222' TDH and compatible with running on new exciting VFD at 480vac 3ph.
5. A new 6" mag meter (**well, #16 only**)
6. A specific performance test must be conducted on wells #6 and #16 on all new equipment to meet pre-approved specifications after installation of new equipment. At this time, well performance should be evaluated.
7. All wiring and SCADA connections must be affixed in their proper location to ensure proper operation of Well #6 and Well #16. (Termination)

8. All new piping and equipment must be free of leaks and rust. To exclude the meter, piping must be primed and painted with a 2-part epoxy to match the city's preapproved color.
9. As-built plans and equipment documentation must be presented to the city upon completion of the project.
10. The city-designated electrician will be responsible for setting up the parameters of the VFD drive.
11. The submittal deadline will be Thursday, February 15, 2024, by 2:00 pm CST.

Total amount of bid for Well #6: \$ 34,345.00

Total amount of bid for Well #16 \$ 39,919.72

Signed this 14 day of February, 2024.

By 

doing business as Charles Sargent Irrigation, Inc dba Sargent Drilling

Business Address: 505 Francis St., Salina, KS 67401

Contact number: 785-829-0963 Email address: waterwells@sargentdrilling.com



11. Call to Order – February 26, 2024, City Commission Study Session

12. February 26, 2024, City Commission Study Session Agenda

- a. Reciprocal Road Maintenance Agreement with Grant Township – City Manager/PW Director
- b. Franchise Ordinance with Twin Valley Communications – City Manager

13. Consider a motion to adjourn the February 26, 2024, City Commission Meeting.

Future Meeting Reminders

- *Joint City/County Meeting regarding the 14th and Van Buren intersection on March 4, 2024, at 4 pm. – Abilene Library
- *City Commission Regular Meeting, March 11, 2024, at 4 pm.
- *City Commission Study Session, March 11, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Regular Meeting, March 25, 2024, at 4 pm.
- *City Commission Study Session, March 25, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 pm.
- *City Commission Workshop, April 1, 2024, 12:00 pm – 5:00 pm. Location TBD



City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Study Session

Topic: Reciprocal Road Maintenance Agreement with Grant Township

Department: Public Works

Staff Contact: City Manager/PW Director

Background:

Grant Township has requested the city enter into a reciprocal road maintenance agreement, whereas the city will take over maintenance of north Vine St (north of NW 14th) and the township will assume maintenance for 2400 Ave from K-15 to Hawk Road.

Public Works has agreed to this agreement.

Grant Township approved the agreement at their February 13, 2024 meeting.

Recommendation:

Approve the reciprocal road maintenance agreement with Grant Township.

Fiscal Note:

Funding Source:

RECIPROCAL ROAD MAINTENANCE AGREEMENT

This Reciprocal Road Maintenance Agreement (the "Agreement") is entered into this 13 day of February, 2024, by and between the City of Abilene, Kansas (the "City") and Grant Township, Dickinson County, Kansas (the "Township").

Recitals

A. The City owns and is responsible for maintaining a segment of roadway on 2400 Ave., from K-15 Highway to Hawk Road, as depicted on the attached and incorporated Exhibit "A" (the "City Road").

B. The Township owns and is responsible for maintaining a segment of roadway on North Vine Street, from NW 14th Street north to the termination of the road, as depicted on the attached and incorporated Exhibit "B" (the "Township Road").

C. In furtherance of the cooperative efforts between the City and the Township, the parties have determined that the public interest is best served by the City undertaking responsibility for maintenance of the Township Road, and the Township undertaking responsibility for the City Road, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Reciprocal Maintenance. The City shall be responsible for maintenance of the Township Road at the City's sole cost and expense, and the Township shall be responsible for maintenance of the City Road at the Township's sole cost and expense, during the term of this Agreement. For purposes of this Agreement, the parties' respective maintenance responsibilities shall include surface maintenance and repairs, shoulder maintenance and repairs, vegetation maintenance and control, and snow removal.

2. Coordination of Maintenance Work. Any work of the City in maintaining the Township Road and of the Township in maintaining the City Road shall be coordinated with the other by the respective staffs of the two public entities.

3. Term. This Agreement shall remain in effect until either terminated or modified by the written agreement of the City and the Township. In addition, either party may terminate this Agreement, with or without cause, upon forty-five (45) days advance written notice.

CITY

TOWNSHIP

By: _____
Brandon Rein, Mayor

By: Kenneth Bombina

ATTEST:

ATTEST:

By: _____
Shayla L. Mohr, CMC, City Clerk

By: Anne H. H. H. H.

EXHIBIT A - CITY ROAD

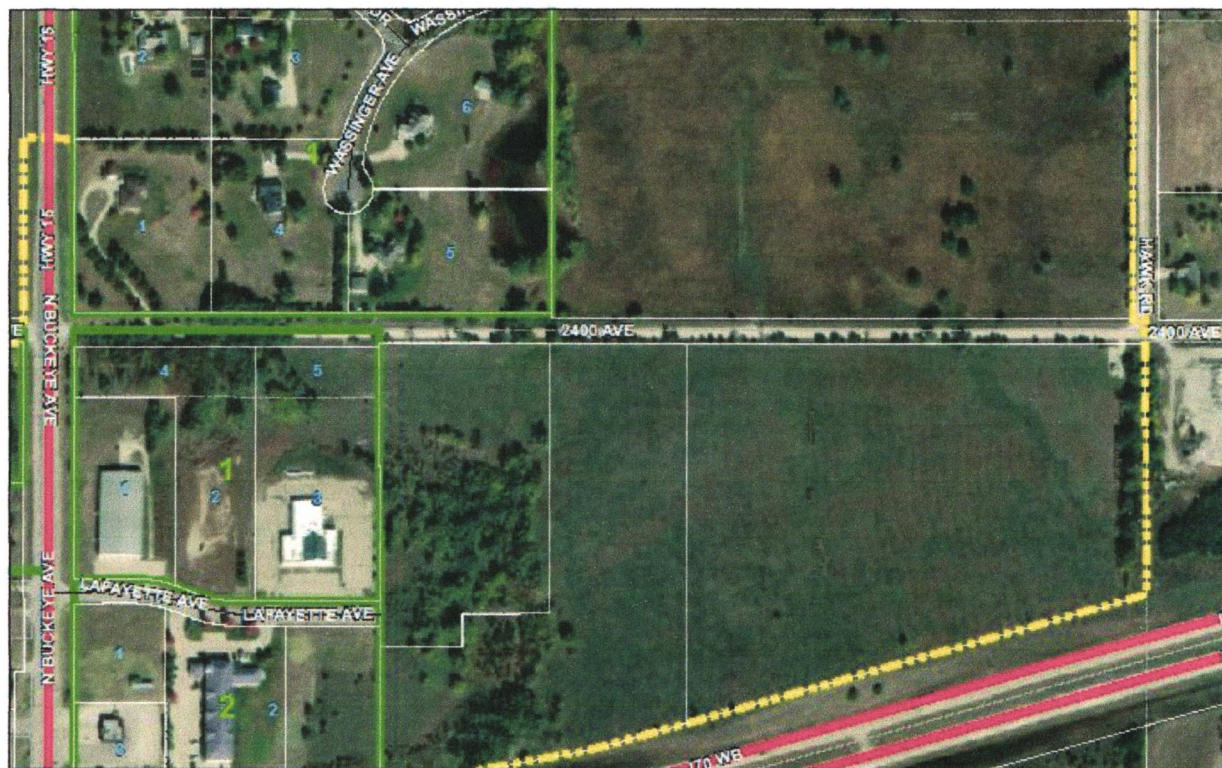
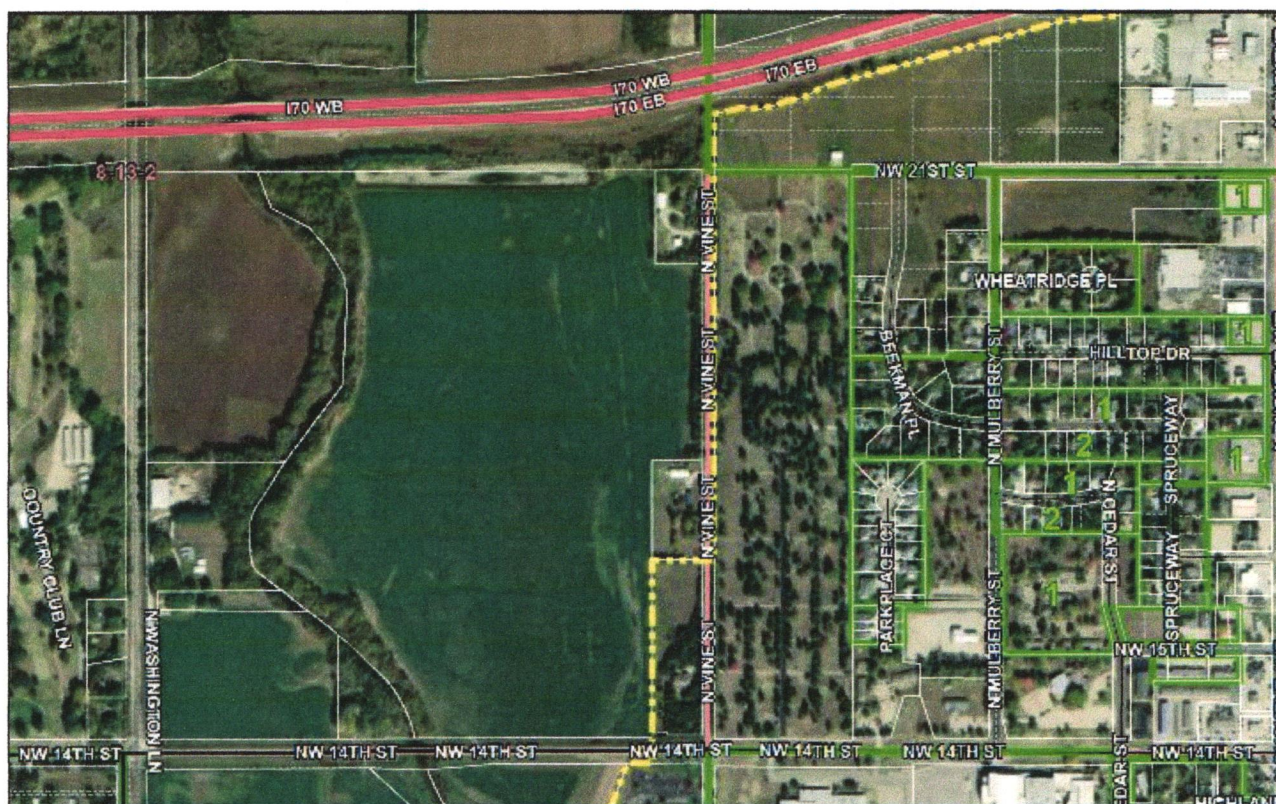


EXHIBIT B - MAP OF CITY ROAD





City Commission

Brandon Rein
Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
Commissioner

Trevor Witt
Commissioner

Amy Meysenburg
Commissioner

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 26, 2024

Session: Study Session

Topic: Franchise Agreement with Twin Valley Communications

Department: Administrative

Staff Contact: City Manager

Background:

Twin Valley Communications would like to enter into a franchise agreement ordinance with the City of Abilene to provide telecommunications local exchange service.

The franchise ordinance allows Twin Valley to work within the City right-of-way, per K.S.A. 12-2001. The initial term of the franchise ordinance will be for two years, renewable annually thereafter.

The franchise ordinance is non-exclusive.

Recommendation:

Approve the franchise ordinance with Twin Valley Communications.

Fiscal Note:

Revenue of \$1.75 per each access line subscriber.

Funding Source:

ORDINANCE NO.

A CONTRACT FRANCHISE ORDINANCE GRANTED TO TWIN VALLEY COMMUNICATIONS, INC., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF ABILENE, KANSAS.

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

SECTION 1. Pursuant to K. S.A. 12-2001, a contract franchise ordinance is hereby granted to Twin Valley Communications, Inc. d/b/a Twin Valley (“TVC”), a telecommunications local exchange service provider providing local exchange service within the City of Abilene, Kansas (“City”), subject to the provisions contained hereafter. The initial term of this contract franchise ordinance shall be for a period of two (2) years beginning March 11, 2024, and ending March 11, 2026. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the effective date of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

SECTION 2. For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

“Access line” shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services process by a telecommunications local exchange service provider or private line service arrangements.

“Access line count” means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

“Access line fee” means a fee determined by a city, up to a maximum as set out in K.S.A. 2006 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

“Access line remittance” means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunication local exchange service provider within that city for each month in that calendar quarter.

“Gross receipts” means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

“Local exchange service” means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

“Telecommunications local exchange service provider” means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1, 187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

“Telecommunications services” means providing the means of transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

SECTION 3. TVC shall collect from each access line subscriber and remit to the City an access line fee in the amount of \$1.75 per month per line. Access line remittances made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without an invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the first year of this contract franchise ordinance, said compensation shall be a sum

equal to \$1.75 per access line. Thereafter, compensation for each calendar year of the remaining term of the contract franchise ordinance shall continue to be based on a sum equal to \$1.75 per access line; unless the City notifies TVC prior to ninety days (90) before the end of the calendar year that it intends to increase or decrease the access line fee for the following calendar year or that it intends to switch to a gross receipts fee for the following calendar year. In the event City elects compensation based on gross receipts, nothing herein precludes City from switching back to an access line fee provided City notifies TVC prior to ninety days (90) before the end of the calendar year that it intends to elect an access line fee for the following calendar year. Any increased access line fee or gross receipt fee shall be in compliance with the public notification procedures set forth in subsections (l) and (m) of K.S.A. 12-2001.

SECTION 4: The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance.

SECTION 5. As a condition of this contract franchise ordinance, TVC is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC), subject to TVC's right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. TVC shall also comply with all applicable laws, statutes and/or ordinances, subject to TVC's right to challenge in good faith such laws, statutes and/or ordinances.

SECTION 6: Nothing herein contained shall be construed as giving TVC any exclusive privileges, nor shall it affect any prior or existing rights of TVC to maintain a telecommunications system within the City.

SECTION 7: TVC shall collect, and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 8: The City agrees to provide TVC with notification in the event that it annexes property into the corporate boundaries of the City that would require TVC to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property TVC was not required to pay a franchise fee. The City agrees to provide TVC with notification in the event the City rennumbers or renames any streets that would require TVC to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets TVC would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide TVC with notice of an annexation or renumbering and/or renaming of the streets, TVC is not liable to the City for payment of franchise fees on the annexation or renumbered and/or renamed streets prior to the City providing notice to TVC of such.

SECTION 9: The City agrees that pursuant to K.S.A. 12-2001(j)(1) and (2) that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Permission is hereby granted to TVC to trim trees upon and overhanging streets, alleys, sidewalks, and public places of said city so as to prevent the branches of such trees from coming in contact with TVC's facilities, all the said trimming shall comply with all applicable laws, statutes and/or ordinances and done in a manner that is aesthetically appealing.

SECTION 11: TVC shall repair all damage to the public right-of-way caused by the activities of TVC, or of any agent, affiliate, employee, or subcontractor of TVC, while occupying, installing, repairing or maintaining facilities in a public right-of-way and return the right-of-way to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If TVC fails to make the repairs required by the City, the City may effect those repairs and charge TVC the costs of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against TVC for violation of this subsection, and may recover its damages, including reasonable attorney fees, if TVC is found liable by a court of competent jurisdiction.

SECTION 12: If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, TVC shall remove its facilities from the public right-of-way or shall relocate or adjust its facilities within the public right-of-way at no cost to the City. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of TVC's failure to timely relocate or adjust its facilities shall be borne by TVC.

SECTION 13: Any required or permitted notice under this contract franchise ordinance shall be in writing. Notice upon the City shall be delivered to the city clerk by first class United States mail or by personal delivery. Notice upon TVC shall be delivered by first class United States mail or by personal delivery to:

Twin Valley Communications, Inc.
Scott Leitzel
Vice President - Operations
22 W. Spruce St.
Miltonvale, Kansas 67466

SECTION 14: The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

SECTION 15: Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond TVC's or the City's control.

SECTION 16: TVC has entered into this contract franchise ordinance as required by the City and K.S.A. 12-2001. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or TVC may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 12-2001, and amendments thereto, if TVC is required by

law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

SECTION 17: In entering into this contract franchise ordinance, neither the City's nor TVC present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor TVC waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or TVC may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and TVC entering into this contract franchise ordinance.

SECTION 18: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non-breaching party has the right to terminate the contract franchise ordinance immediately. Prior to terminating the contract franchise ordinance, the non-breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non-breaching party deems that the breach has not been cured, the non-breaching party may take action to terminate this contract franchise ordinance.

SECTION 19: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. No such contract franchise ordinance shall be effective until the ordinance granting the same has been adopted as provided by law.

SECTION 20: 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-_____ Summary

On _____, 2024, the City of Abilene, Kansas, passed Ordinance No. 24-_____. The ordinance granted to Twin Valley Communications, Inc. a telecommunications local exchange service franchise for the right to provide local exchange service in the City of Abilene, Kansas, pursuant to K.S.A. 12-2001. 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 ____ day of _____, 2024.

Brandon Rein, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this ____ day of _____, 2024.

Aaron O. Martin, Legal Counsel

CITY OF ABILENE

02/20/24 2:42 PM

Page 1

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36970	02/26/24	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$484.00	294057	IMPOUND FEES
		Total	\$484.00		
36971	02/26/24	ABILENE REFLECTOR-CHRONICLE			
E 001-001-520320		PRINTING & ADVERTISI	\$50.00	279610	4TH QTR TREASURER'S REPORT
E 002-024-520320		PRINTING & ADVERTISI	\$50.00	279610	4TH QTR TREASURER'S REPORT
E 004-043-520320		PRINTING & ADVERTISI	\$50.00	279610	4TH QTR TREASURER'S REPORT
E 001-001-520320		PRINTING & ADVERTISI	\$99.26	279615	LAND BANK PARCEL DESCRIPTIONS
E 001-008-520320		PRINTING & ADVERTISI	\$49.50	279652	NOTICE OF PUBLIC HEARING FOR FLOOD PLAIN UPDATE @ PC MTG 2/20/24
E 002-023-520910		DUES-SUBSCRIPTIONS-	\$67.06	279760	INVITATION TO BID WELL 6 & 16
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$39.28	51815	YEARLY SUBSCRIPTION
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$39.28	51815	YEARLY SUBSCRIPTION
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$39.27	51815	YEARLY SUBSCRIPTION
		Total	\$483.65		
36972	02/26/24	ABILENE RENT-ALL & SALES, INC			
E 002-022-520661		WATER LINE MAINTENA	\$350.00	20793-01	JACKHAMMER RENTAL LEAK @ COTTAGE & OLIVE
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$53.04	77168	PROPANE - HOT PATCH
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$107.50	77193	PROPANE TANK REPAIR & PROPANE
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$27.30	77198	PROPANE HOT MIX
		Total	\$537.84		
36973	02/26/24	BANKERS SECURITY			
E 001-001-520700		RENT-CONTRACTS-MAI	\$283.34	INV29457	YEARLY MAINT & ACCESS CONTROL AGREEMENT SECURITY DOORS CITY HALL
E 002-024-520700		RENT-CONTRACTS-MAI	\$283.33	INV29457	YEARLY MAINT & ACCESS CONTROL AGREEMENT SECURITY DOORS CITY HALL
E 004-043-520700		RENT-CONTRACTS-MAI	\$283.33	INV29457	YEARLY MAINT & ACCESS CONTROL AGREEMENT SECURITY DOORS CITY HALL
		Total	\$850.00		
36974	02/26/24	BAYSINGERS UNIFORMS & EQUIPMEN			
E 001-002-521150		UNIFORMS & ALTERATI	\$45.00	1064837	BAY REPAIR
		Total	\$45.00		
36975	02/26/24	JEFF WILKENS			
E 037-000-530230		STREET PROJECTS - C.I	\$12,320.00	2882	14TH ST. RETAINING WALL
		Total	\$12,320.00		
36976	02/26/24	CASCO INDUSTRIES			
E 001-003-521231		FIRE EQUIPMENT	\$187.00	258909	BREAK AWAY VESTS
		Total	\$187.00		
36977	02/26/24	CATLETT AUTOMOTIVE INC			
E 001-003-520610		BUILDING MAINTENANC	\$26.00	169230	HTR HOSE
E 001-004-520620		EQUIPMENT REP & MAI	\$61.44	169500	21 DUMP TRUCK OVAL STT
E 002-023-520600		VEHICLE EXPENSES	\$37.38	169944	OIL#12
E 003-000-520610		BUILDING MAINTENANC	\$21.74	170215	U-BOLTS

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-042-520620		EQUIPMENT REP & MAI	\$710.08	170396	FILTERS - EMERGENCY GENERATOR
E 001-004-520620		EQUIPMENT REP & MAI	\$12.79	170810	LIGHT PLUG GREY TRAILER
E 004-042-520620		EQUIPMENT REP & MAI	\$1,089.20	171002	BATTERY REPLACEMENT- GENERATOR
E 004-042-520620		EQUIPMENT REP & MAI	\$7.79	171003	BATTERY REPLACEMENT GENERATOR
E 001-004-520620		EQUIPMENT REP & MAI	\$27.12	171101	CHEVY BRAKE BOOSTER
		Total	\$1,993.54		
36978	02/26/24	CBK INC			
E 001-001-520700		RENT-CONTRACTS-MAI	\$5.00	2024-01-31-L	COLLECTIONS FEES JAN 2024
E 002-024-520700		RENT-CONTRACTS-MAI	\$5.00	2024-01-31-L	COLLECTIONS FEES JAN 2024
E 004-043-520700		RENT-CONTRACTS-MAI	\$5.00	2024-01-31-L	COLLECTIONS FEES JAN 2024
		Total	\$15.00		
36979	02/26/24	CNA SURETY			
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$16.67	54813128N	JENNIE HIATT
E 002-022-520910		DUES-SUBSCRIPTIONS-	\$16.66	54813128N	JENNIE HIATT
E 004-041-520910		DUES-SUBSCRIPTIONS-	\$16.67	54813128N	JENNIE HIATT
		Total	\$50.00		
36980	02/26/24	COOPER, JOHN			
E 001-004-520270		TRAINING	\$52.35	STM 021624	MEALS - CDL TRAINING
		Total	\$52.35		
36981	02/26/24	CORE & MAIN			
E 002-022-531060		WATER DISTRIBUTION L	\$988.93	U305458	SETTER FITTINGS
E 002-022-531060		WATER DISTRIBUTION L	\$610.73	U305487	SETTER FITTINGS
		Total	\$1,599.66		
36982	02/26/24	DOWNTOWN DANCE LLC			
E 015-156-523331		DANCE/TUMBLING	\$570.00	STM 022024	FEB REG FEES
		Total	\$570.00		
36983	02/26/24	EMPOWER FAMILY HEALTH AMERICAL LC			
E 001-001-510290		EMPLOYER CONTRB TO	\$178.70	40368	FEB 2024 ADMIN & MONTHLY COMPLIANCE FEES
		Total	\$178.70		
36984	02/26/24	FOUR SEASONS INC			
E 005-000-520620		EQUIPMENT REP & MAI	\$1,252.16	70799	REPAIR TUBE HEATER
E 005-000-520620		EQUIPMENT REP & MAI	\$759.88	70823	BLOWER MOTOR
		Total	\$2,012.04		
36985	02/26/24	GALLS, LLC			
E 001-002-521150		UNIFORMS & ALTERATI	\$65.99	26884734	OC SPRAY
E 001-002-530390		POLICE EQUIPMENT	\$342.89	27011320	UNIFORM SUPPLIES
E 001-002-530390		POLICE EQUIPMENT	\$95.18	27012385	UNIFORM SUPPLIES
E 001-002-521150		UNIFORMS & ALTERATI	\$197.55	27027122	UNIFORM
		Total	\$701.61		
36986	02/26/24	HAMM, INC			
E 001-004-520660		ALLEY MAINTENANCE	\$1,377.43	562459	GRAVEL FOR STREETS & ALLEYS

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520660		ALLEY MAINTENANCE	\$1,342.13	563091	ROCK FOR ALLEY MAINT
E 014-000-520140		ENGINEERING	\$460.56	563091	ROCK FOR ALLEY MAINT
		Total	\$3,180.12		
36987	02/26/24	HAYS FIRE & RESCUE			
E 001-003-521231		FIRE EQUIPMENT	\$526.75	6888D	REPLACEMENT PARTS FOR R#1
		Total	\$526.75		
36988	02/26/24	BRAD HOMMAN			
E 001-003-521231		FIRE EQUIPMENT	\$169.66	8248	RADIO WIRING REPAIR E31
		Total	\$169.66		
36989	02/26/24	INSIGHT PUBLIC SAFETY			
E 001-002-520970		MISCELLANEOUS SERVI	\$550.00	1720	NEW HIRE EVALUATION
		Total	\$550.00		
36990	02/26/24	J & K CONTRACTING			
E 002-022-531060		WATER DISTRIBUTION L	\$35,592.73	PMT 1	OAK, OLIVE & KUNEY ST WATERLINE REPLACEMENT
		Total	\$35,592.73		
36991	02/26/24	KDHE			
E 002-023-520210		LAB ANALYSIS & EQUIP	\$672.00	65503	COLILERT DRINKING WATER SAMPLES
		Total	\$672.00		
36992	02/26/24	KUNTZ, LEANN			
E 015-153-520780		REFUND EXPENSE	\$90.00	65326261	REUND RENTAL
		Total	\$90.00		
36993	02/26/24	LACY, KARI			
E 015-153-520780		REFUND EXPENSE	\$150.00	65416416	REFUND VB TOURNEY
		Total	\$150.00		
36994	02/26/24	LAWRENZ, VANESSA			
E 015-153-520780		REFUND EXPENSE	\$35.00	63518664	REFUND BASKETBALL
		Total	\$35.00		
36995	02/26/24	LEAGUE KS MUNICIPALITIES			
E 001-001-521010		OFFICE SUPPLIES	\$129.34	8415	LABOR LAW REQUIREMENTS POSTERS
E 002-024-521010		OFFICE SUPPLIES	\$129.33	8415	LABOR LAW REQUIREMENTS POSTERS
E 004-043-521010		OFFICE SUPPLIES	\$129.33	8415	LABOR LAW REQUIREMENTS POSTERS
E 001-002-520270		TRAINING	\$25.00	8469	KORA & POLICE RECORDS WEBINAR
E 001-001-520270		TRAINING	\$8.34	8496	KORA & POLICE RECORDS WEBINAR MOHR
E 002-024-520270		TRAINING	\$8.33	8496	KORA & POLICE RECORDS WEBINAR MOHR
E 004-043-520270		TRAINING	\$8.33	8496	KORA & POLICE RECORDS WEBINAR MOHR
		Total	\$438.00		
36996	02/26/24	LUMBER HOUSE TRUE VALUE			
E 001-001-521080		TOOLS & MINOR EQUIP	\$27.99	2402-165522	DRILL BIT
E 014-000-520140		ENGINEERING	\$405.00	2402-165712	SLOT DRAIN TILE 2/SOCK
E 001-013-520610		BUILDING MAINTENANC	\$65.99	2402-165914	FAUCET
E 001-001-520610		BUILDING MAINTENANC	\$4.60	2402-166803	3-IN-1 GAR DR LUB/ANCHORS

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-024-520610		BUILDING MAINTENANC	\$4.59	2402-166803	3-IN-1 GAR DR LUB/ANCHORS
E 004-043-520610		BUILDING MAINTENANC	\$4.59	2402-166803	3-IN-1 GAR DR LUB/ANCHORS
E 004-042-520610		BUILDING MAINTENANC	\$29.98	2402-166830	HEAT LAMPS
E 001-004-521130		SIGNS MAINTENANCE	\$30.82	2402-166862	SIGN REPAIR
E 004-042-520610		BUILDING MAINTENANC	\$34.47	2402-166908	SILICONE CAULKING
E 002-022-520661		WATER LINE MAINTENA	\$106.13	2402-167018	SUPPLIES FOR WATER LEAK 1410 NW 4TH
E 001-001-520610		BUILDING MAINTENANC	\$7.66	2402-167054	ROOF SEALER
E 002-024-520610		BUILDING MAINTENANC	\$7.66	2402-167054	ROOF SEALER
E 004-043-520610		BUILDING MAINTENANC	\$7.66	2402-167054	ROOF SEALER
E 001-001-520610		BUILDING MAINTENANC	\$3.83	2402-167055	ROOF SEALER
E 002-024-520610		BUILDING MAINTENANC	\$3.83	2402-167055	ROOF SEALER
E 004-043-520610		BUILDING MAINTENANC	\$3.83	2402-167055	ROOF SEALER
E 001-004-520610		BUILDING MAINTENANC	\$36.99	2402-167085	WINDOW SHOP DOOR
E 005-000-520610		BUILDING MAINTENANC	\$21.99	2402-167312	BULB
E 004-042-520620		EQUIPMENT REP & MAI	\$24.46	2402-167566	PLUMBING SUPPLIES
E 001-004-520610		BUILDING MAINTENANC	\$11.99	2402-167897	HOSE SPRAY NOZZLE
		Total	\$844.06		
36997	02/26/24	INVORG INC			
E 001-011-520705		SOFTWARE SUBSCRIPT	\$1,422.00	1410	JAN 2023 SOFTWARE SUBSCRIPTION
		Total	\$1,422.00		
36998	02/26/24	OCCK INC.			
E 003-000-520490		OCCK SERVICES	\$6,166.67	125685	JAN 2024 RECYCLE CENTER SERVICE
		Total	\$6,166.67		
36999	02/26/24	OCCUPATIONAL PERFORMANCE CORP.			
E 001-004-520425		PHYS CAP/DRUG SCR/B	\$119.00	170485	DOT US & BREATH ALCOHOL STEINER/RHODES
		Total	\$119.00		
37000	02/26/24	OLSSON			
E 008-000-530260		SPECIAL PROJECTS	\$4,644.00	486050	TENNIS COURT ADA SURVEY & DOCUMENTS
E 014-000-520140		ENGINEERING	\$5,469.50	487110	14TH ST. INSP
		Total	\$10,113.50		
37001	02/26/24	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$456.90	2460200746	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$351.50	2460201074	SUSPENDED SOLIDS
		Total	\$808.40		
37002	02/26/24	PIONEER FARM INC			
E 003-000-520610		BUILDING MAINTENANC	\$13.91	649894	BOLT/NON STOCK
E 001-013-520610		BUILDING MAINTENANC	\$21.73	649954	ICE MAKER PARTS/HOOK UPS
E 001-004-520620		EQUIPMENT REP & MAI	\$19.99	650078	PUMP HARNESS
E 002-023-520610		BUILDING MAINTENANC	\$6.80	650099	SCREWS
E 001-013-520610		BUILDING MAINTENANC	\$129.98	650153	SINK FAUCET
E 001-001-520610		BUILDING MAINTENANC	\$3.16	650154	WIRE ROPE CLIP
E 001-013-520610		BUILDING MAINTENANC	\$92.50	650238	FAUCET SUPPLIES
E 001-013-520610		BUILDING MAINTENANC	\$17.16	650295	PLUMBING FOR SINK
E 002-022-520970		MISCELLANEOUS SERVI	\$19.99	650375	BATTERIES

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-005-521080		TOOLS & MINOR EQUIP	\$19.99	650649	SPOT SPRAYER HANDGUN
		Total	\$345.21		
37003	02/26/24	QUADIENT FINANCE USA, INC			
E 001-001-520220		POSTAGE & METER RE	\$180.89	STM 021624	POSTAGE
E 002-024-520220		POSTAGE & METER RE	\$180.88	STM 021624	POSTAGE
E 004-043-520220		POSTAGE & METER RE	\$180.88	STM 021624	POSTAGE
E 001-002-520220		POSTAGE & METER RE	\$25.84	STM 021624	POSTAGE
E 001-003-520220		POSTAGE & METER RE	\$6.40	STM 021624	POSTAGE
E 001-008-520220		POSTAGE & METER RE	\$1.52	STM 021624	POSTAGE
E 001-011-520220		POSTAGE & METER RE	\$64.03	STM 021624	POSTAGE
E 001-012-520220		POSTAGE & METER RE	\$17.44	STM 021624	POSTAGE
E 015-151-520220		POSTAGE & METER RE	\$104.75	STM 021624	POSTAGE
		Total	\$762.63		
37004	02/26/24	JERRY RANKIN			
E 001-001-520880		SISTER CITY BOARD	\$61.43	STM 021624	JAPAN CLUB BONENKAI
		Total	\$61.43		
37005	02/26/24	ROASTER JOES, INC			
E 001-001-520970		MISCELLANEOUS SERVI	\$34.44	2064:316581	COFFEE
E 002-024-520970		MISCELLANEOUS SERVI	\$34.44	2064:316581	COFFEE
E 004-043-520970		MISCELLANEOUS SERVI	\$34.44	2064:316581	COFFEE
		Total	\$103.32		
37006	02/26/24	SALINA SUPPLY CO			
E 002-022-520665		METERS, RADIOS, PITS,	\$1,481.48	S100259014.	PITS & RINGS
E 002-022-520661		WATER LINE MAINTENA	\$117.82	S100259670.	SERVICE LINE PARTS
		Total	\$1,599.30		
37007	02/26/24	SECURE SHRED OF N.C.K.			
E 001-001-520700		RENT-CONTRACTS-MAI	\$17.21	1116	FEB 2024 SHREDDING
E 002-024-520700		RENT-CONTRACTS-MAI	\$17.21	1116	FEB 2024 SHREDDING
E 004-043-520700		RENT-CONTRACTS-MAI	\$17.20	1116	FEB 2024 SHREDDING
E 001-002-520700		RENT-CONTRACTS-MAI	\$51.63	1116	FEB 2024 SHREDDING
E 001-004-521010		OFFICE SUPPLIES	\$43.25	1125	FEB 2024 SHREDDING
		Total	\$146.50		
37008	02/26/24	SHILLING ASPHALT, INC			
E 001-004-520640		STREET REPAIRS	\$2,378.25	4821	COLD MIX
		Total	\$2,378.25		
37009	02/26/24	SMART INSURANCE			
E 001-002-520410		INSURANCE	\$553.00	4700	2023 DODGE DURANGO/COMPOST WINDROW TURNER
E 003-000-520410		INSURANCE	\$111.00	4700	2023 DODGE DURANGO/COMPOST WINDROW TURNER
		Total	\$664.00		
37010	02/26/24	SMOKY HILL, LLC			
E 037-000-530230		STREET PROJECTS - C.I	\$103,767.55	APP #6	NW 14TH ST IMPROVEMENTS

CITY OF ABILENE

02/20/24 2:42 PM

Page 6

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$103,767.55		
37011	02/26/24	STOVER, KRISTY			
E 015-153-520780		REFUND EXPENSE	\$150.00	65416457	REFUND VB TOURNEY
Total			\$150.00		
37012	02/26/24	SUPERIOR SANITATION SERVICE			
E 001-006-520610		BUILDING MAINTENANC	\$60.00	STM 021324	TRASH SERVICE @ PARK SHOP
E 015-157-520610		BUILDING MAINTENANC	\$60.00	STM 021324	TRASH SERVICE @ COMMUNITY CENTER
E 001-013-520610		BUILDING MAINTENANC	\$64.00	STM 021324	TRASH SERVICE @ SR CENTER
Total			\$184.00		
37013	02/26/24	US BANK EQUIPMENT FINANCE			
E 001-001-520700		RENT-CONTRACTS-MAI	\$128.00	521443903	COPIER CONTRACT PYMT 1/25-2/25/24
E 002-024-520700		RENT-CONTRACTS-MAI	\$127.99	521443903	COPIER CONTRACT PYMT 1/25-2/25/24
E 004-043-520700		RENT-CONTRACTS-MAI	\$127.99	521443903	COPIER CONTRACT PYMT 1/25-2/25/24
Total			\$383.98		
37014	02/26/24	VANDERBILT'S NO. 4, INC			
E 001-004-521150		UNIFORMS & ALTERATI	\$150.00	697882	BOOTS REIFSNYDER
E 001-004-521150		UNIFORMS & ALTERATI	\$150.00	698759	BOOTS COOPER
E 001-005-521150		UNIFORMS & ALTERATI	\$150.00	699319	BOOTS HAWK
E 001-004-521150		UNIFORMS & ALTERATI	\$150.00	699473	BOOTS RHODES
E 004-042-521150		UNIFORMS & ALTERATI	\$150.00	700074	BOOTS D. ANGUIANO
E 004-041-521150		UNIFORMS & ALTERATI	\$129.99	700364	BOOTS STEINER
Total			\$879.99		
37015	02/26/24	VERIZON			
E 001-004-520520		TELEPHONE / INTERNE	\$12.15	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$12.15	9956057083	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$20.74	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.73	9956057083	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$34.21	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$34.20	9956057083	CELL PHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$8.10	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$8.10	9956057083	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$8.10	9956057083	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$30.49	9956057083	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$13.34	9956057083	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$30.49	9956057083	CELL PHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$13.34	9956057083	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$30.48	9956057083	CELL PHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$13.33	9956057083	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$46.47	9956057083	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-023-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 001-001-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$20.01	9956057083	CELL PHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$20.00	9956057083	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 001-006-520520		TELEPHONE / INTERNE	\$41.47	9956057083	CELL PHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$40.01	9956057083	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$40.01	9956057083	CELL PHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$68.41	9956057083	CELL PHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$40.01	9956057083	CELL PHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$1,203.61	9956057083	CELL PHONE SERVICE
Total			\$2,266.12		
37016	02/26/24	VISA - UMB ADMINISTRATION			
E 001-001-521010		OFFICE SUPPLIES	\$7.32	STM 020224	DOOR BAGS FOR LSLI/CHARGING CORD
E 002-024-521010		OFFICE SUPPLIES	\$7.33	STM 020224	DOOR BAGS FOR LSLI/CHARGING CORD
E 004-043-521010		OFFICE SUPPLIES	\$7.33	STM 020224	DOOR BAGS FOR LSLI/CHARGING CORD
E 001-001-520270		TRAINING	\$106.68	STM 020224	CEDBR REGISTRATON FOR ALL DEPT HEADS
E 002-024-520270		TRAINING	\$106.66	STM 020224	CEDBR REGISTRATON FOR ALL DEPT HEADS
E 004-043-520270		TRAINING	\$106.66	STM 020224	CEDBR REGISTRATON FOR ALL DEPT HEADS
E 005-000-520910		DUES-SUBSCRIPTIONS-	\$100.00	STM 020224	KA 2024 MEMBERSHIP
E 001-001-520270		TRAINING	\$49.95	STM 020224	LUNCH LKM WEBINAR
E 001-001-521010		OFFICE SUPPLIES	\$22.79	STM 020224	CARDSTOCK/HD STAPLES
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 020224	KSGFOA MEMBERSHIP 2024 LEANN
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 020224	KSGFOA MEMBERSHIP 2024 LEANN
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$25.00	STM 020224	KSGFOA MEMBERSHIP 2024 LEANN
E 001-001-520270		TRAINING	\$49.46	STM 020224	LKM WEBINAR LUNCH
E 001-001-530320		OFFICE EQUIPMENT & F	(\$33.33)	STM 020224	REFUND ASSEMBLY CHG CONF TABLE
E 002-024-530320		OFFICE EQUIPMENT & F	(\$33.33)	STM 020224	REFUND ASSEMBLY CHG CONF TABLE
E 004-043-530320		OFFICE EQUIPMENT & F	(\$33.34)	STM 020224	REFUND ASSEMBLY CHG CONF TABLE
E 002-022-520510		ELECTRIC SERVICE	\$131.01	STM 020224	ELECTRIC SERVICE @ WATER TOWER/CLR GARTEN & RUSSEL STOVER
E 002-022-520425		PHYS CAP/DRUG SCR/B	\$20.00	STM 020224	BACKGROUND CK WATER DEPT
E 001-001-521010		OFFICE SUPPLIES	\$9.61	STM 020224	CORD FOR MOUSE/BAGS LSLI
E 002-024-521010		OFFICE SUPPLIES	\$9.60	STM 020224	CORD FOR MOUSE/BAGS LSLI
E 004-043-521010		OFFICE SUPPLIES	\$9.60	STM 020224	CORD FOR MOUSE/BAGS LSLI
E 001-001-521010		OFFICE SUPPLIES	\$2.99	STM 020224	INK RIBBON
E 002-024-521010		OFFICE SUPPLIES	\$2.99	STM 020224	INK RIBBON
E 004-043-521010		OFFICE SUPPLIES	\$3.00	STM 020224	INK RIBBON
E 001-001-521010		OFFICE SUPPLIES	\$4.66	STM 020224	CELEBRATORY ITEM
E 002-024-521010		OFFICE SUPPLIES	\$4.66	STM 020224	CELEBRATORY ITEM
E 004-043-521010		OFFICE SUPPLIES	\$4.67	STM 020224	CELEBRATORY ITEM
E 001-001-521010		OFFICE SUPPLIES	\$8.87	STM 020224	CELEBRATORY SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	\$8.87	STM 020224	CELEBRATORY SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	\$8.86	STM 020224	CELEBRATORY SUPPLIES
E 001-001-521010		OFFICE SUPPLIES	\$10.19	STM 020224	CELEBRATORY SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	\$10.19	STM 020224	CELEBRATORY SUPPLIES

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 004-043-521010		OFFICE SUPPLIES	\$10.20	STM 020224	CELEBRATORY SUPPLIES
E 001-001-521010		OFFICE SUPPLIES	\$5.17	STM 020224	CELEBRATORY SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	\$5.17	STM 020224	CELEBRATORY SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	\$5.16	STM 020224	CELEBRATORY SUPPLIES
E 001-001-521010		OFFICE SUPPLIES	\$2.72	STM 020224	CHARGING CORD
E 002-024-521010		OFFICE SUPPLIES	\$2.72	STM 020224	CHARGING CORD
E 004-043-521010		OFFICE SUPPLIES	\$2.72	STM 020224	CHARGING CORD
E 001-001-520270		TRAINING	\$13.34	STM 020224	DKEDC REGIONAL OUTLOOK EVENT LEANN
E 002-024-520270		TRAINING	\$13.33	STM 020224	DKEDC REGIONAL OUTLOOK EVENT LEANN
E 004-043-520270		TRAINING	\$13.33	STM 020224	DKEDC REGIONAL OUTLOOK EVENT LEANN
E 001-001-520705		SOFTWARE SUBSCRIPT	\$53.30	STM 020224	ZOOM ANNUAL RENEWAL
E 002-024-520705		SOFTWARE SUBSCRIPT	\$53.30	STM 020224	ZOOM ANNUAL RENEWAL
E 004-043-520705		SOFTWARE SUBSCRIPT	\$53.30	STM 020224	ZOOM ANNUAL RENEWAL
E 001-001-521010		OFFICE SUPPLIES	(\$0.05)	STM 020224	RETURN DOOR BAGS
E 002-024-521010		OFFICE SUPPLIES	(\$0.06)	STM 020224	RETURN DOOR BAGS
E 004-043-521010		OFFICE SUPPLIES	(\$0.06)	STM 020224	RETURN DOOR BAGS
E 001-001-521010		OFFICE SUPPLIES	(\$9.61)	STM 020224	RETURN DOOR BAGS
E 002-024-521010		OFFICE SUPPLIES	(\$9.60)	STM 020224	RETURN DOOR BAGS
E 004-043-521010		OFFICE SUPPLIES	(\$9.60)	STM 020224	RETURN DOOR BAGS
E 001-001-521010		OFFICE SUPPLIES	\$20.96	STM 020224	1099 MISC TAX FORMS
E 002-024-521010		OFFICE SUPPLIES	\$20.96	STM 020224	1099 MISC TAX FORMS
E 004-043-521010		OFFICE SUPPLIES	\$20.96	STM 020224	1099 MISC TAX FORMS
E 001-001-521010		OFFICE SUPPLIES	\$21.02	STM 020224	BINDER DIVIDERS/HUMIDIFIER
E 002-024-521010		OFFICE SUPPLIES	\$21.02	STM 020224	BINDER DIVIDERS/HUMIDIFIER
E 004-043-521010		OFFICE SUPPLIES	\$21.01	STM 020224	BINDER DIVIDERS/HUMIDIFIER
E 001-001-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 020224	MONTHLY BASECAMP FEE
E 002-024-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 020224	MONTHLY BASECAMP FEE
E 004-043-520705		SOFTWARE SUBSCRIPT	\$33.00	STM 020224	MONTHLY BASECAMP FEE
E 001-001-521010		OFFICE SUPPLIES	(\$4.66)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	(\$4.66)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	(\$4.67)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 001-001-521010		OFFICE SUPPLIES	(\$12.39)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	(\$3.10)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	(\$3.10)	STM 020224	REFUND CLEBRATORY SUPPLIES
E 001-001-521010		OFFICE SUPPLIES	\$43.33	STM 020224	WHITEBOARD FOR CONF. ROOM
E 002-024-521010		OFFICE SUPPLIES	\$43.33	STM 020224	WHITEBOARD FOR CONF. ROOM
E 004-043-521010		OFFICE SUPPLIES	\$43.33	STM 020224	WHITEBOARD FOR CONF. ROOM
E 001-001-520280		TRAVEL-MEETINGS & C	\$11.00	STM 020224	PARKING LOCAL GOV'T DAY TOPEKA
E 001-001-521010		OFFICE SUPPLIES	(\$40.00)	STM 020224	IIMC REFUND
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$40.00	STM 020224	KSGFOA WPS ANNUAL MEMBERSHIP LEANN
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$40.00	STM 020224	KSGFOA WPS ANNUAL MEMBERSHIP LEANN
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$40.00	STM 020224	KSGFOA WPS ANNUAL MEMBERSHIP LEANN
E 001-001-521010		OFFICE SUPPLIES	\$11.95	STM 020224	POST ITS/HOLE PUNCH/STAPLES
E 002-024-521010		OFFICE SUPPLIES	\$11.95	STM 020224	POST ITS/HOLE PUNCH/STAPLES
E 004-043-521010		OFFICE SUPPLIES	\$11.95	STM 020224	POST ITS/HOLE PUNCH/STAPLES
E 001-001-521010		OFFICE SUPPLIES	\$12.83	STM 020224	LSLI DOOR HANGERS/CORD COVER
E 002-024-521010		OFFICE SUPPLIES	\$12.83	STM 020224	LSLI DOOR HANGERS/CORD COVER
E 004-043-521010		OFFICE SUPPLIES	\$12.82	STM 020224	LSLI DOOR HANGERS/CORD COVER
E 001-001-521000		COMPUTER EQUIPMEN	\$532.77	STM 020224	TV MONITOR FOR CONF. ROOM

CITY OF ABILENE

02/20/24 2:42 PM

Page 9

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 002-024-521010		OFFICE SUPPLIES	\$532.61	STM 020224	TV MONITOR FOR CONF. ROOM
E 004-043-521010		OFFICE SUPPLIES	\$532.61	STM 020224	TV MONITOR FOR CONF. ROOM
E 001-001-521010		OFFICE SUPPLIES	(\$2.38)	STM 020224	REFUND STAPLES
E 002-024-521010		OFFICE SUPPLIES	(\$2.38)	STM 020224	REFUND STAPLES
E 004-043-521010		OFFICE SUPPLIES	(\$2.37)	STM 020224	REFUND STAPLES
E 001-001-521010		OFFICE SUPPLIES	\$4.03	STM 020224	LSLI ADDRESS LABELS
E 002-024-521010		OFFICE SUPPLIES	\$4.03	STM 020224	LSLI ADDRESS LABELS
E 004-043-521010		OFFICE SUPPLIES	\$4.03	STM 020224	LSLI ADDRESS LABELS
E 001-001-520610		BUILDING MAINTENANC	\$57.65	STM 020224	CITY HALL TV MOUNTING SUPPLIES/FIRE DEPT PL
E 002-024-520610		BUILDING MAINTENANC	\$57.65	STM 020224	CITY HALL TV MOUNTING SUPPLIES/FIRE DEPT PL
E 004-043-520610		BUILDING MAINTENANC	\$57.66	STM 020224	CITY HALL TV MOUNTING SUPPLIES/FIRE DEPT PL
E 001-003-520610		BUILDING MAINTENANC	\$182.41	STM 020224	CITY HALL TV MOUNTING SUPPLIES/FIRE DEPT PL
E 001-001-520520		TELEPHONE / INTERNE	\$405.66	STM 020224	TELEPHONE SERVICE
E 002-024-520520		TELEPHONE / INTERNE	\$405.66	STM 020224	TELEPHONE SERVICE
E 004-043-520520		TELEPHONE / INTERNE	\$405.65	STM 020224	TELEPHONE SERVICE
E 001-008-520520		TELEPHONE / INTERNE	\$135.22	STM 020224	TELEPHONE SERVICE
E 001-011-520520		TELEPHONE / INTERNE	\$135.22	STM 020224	TELEPHONE SERVICE
E 001-013-520520		TELEPHONE / INTERNE	\$168.60	STM 020224	TELEPHONE SERVICE
E 001-002-520520		TELEPHONE / INTERNE	\$233.17	STM 020224	TELEPHONE SERVICE
E 001-003-520520		TELEPHONE / INTERNE	\$135.21	STM 020224	TELEPHONE SERVICE
E 002-023-520520		TELEPHONE / INTERNE	\$165.21	STM 020224	TELEPHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$114.54	STM 020224	TELEPHONE SERVICE
E 015-151-520520		TELEPHONE / INTERNE	\$195.00	STM 020224	TELEPHONE SERVICE
E 001-004-520520		TELEPHONE / INTERNE	\$70.88	STM 020224	TELEPHONE SERVICE
E 002-022-520520		TELEPHONE / INTERNE	\$70.88	STM 020224	TELEPHONE SERVICE
E 004-041-520520		TELEPHONE / INTERNE	\$70.89	STM 020224	TELEPHONE SERVICE
E 003-000-520520		TELEPHONE / INTERNE	\$90.39	STM 020224	TELEPHONE SERVICE
E 015-152-520520		TELEPHONE / INTERNE	\$60.15	STM 020224	TELEPHONE SERVICE
E 013-131-520520		TELEPHONE / INTERNE	\$124.59	STM 020224	TELEPHONE SERVICE
E 001-001-521010		OFFICE SUPPLIES	\$18.19	STM 020224	TOILET PAPER & PENS
E 002-024-521010		OFFICE SUPPLIES	\$18.19	STM 020224	TOILET PAPER & PENS
E 004-043-521010		OFFICE SUPPLIES	\$18.20	STM 020224	TOILET PAPER & PENS
E 001-001-521010		OFFICE SUPPLIES	\$12.09	STM 020224	ADRESS LABELS/LSLI OFFICE SUPPLIES
E 002-024-521010		OFFICE SUPPLIES	\$12.09	STM 020224	ADRESS LABELS/LSLI OFFICE SUPPLIES
E 004-043-521010		OFFICE SUPPLIES	\$12.09	STM 020224	ADRESS LABELS/LSLI OFFICE SUPPLIES
Total			\$6,517.49		
37017	02/26/24	VISA - UMB AIRPORT			
E 005-000-520520		TELEPHONE / INTERNE	\$16.85	STM 020224	AWOS INTERNET
E 005-000-520520		TELEPHONE / INTERNE	\$117.70	STM 020224	OFFICE COMPUTER INTERNET
Total			\$134.55		
37018	02/26/24	VISA - UMB COMMUNITY DEVELOP			
E 001-008-521010		OFFICE SUPPLIES	\$53.98	STM 020224	STORAGE BAGS FOR HOLIDAY DÉCOR
E 001-008-520270		TRAINING	\$70.00	STM 020224	COM DEVO STAFF TRAINING LUNCH
E 001-011-520600		VEHICLE EXPENSES	\$33.08	STM 020224	12VOLT RECP FOR TRUCK ACCESSORIES

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-011-520270		TRAINING	\$35.00	STM 020224	DUES FOR HEART OF AMERICA 2024 MEMBERSHIP
E 001-008-521010		OFFICE SUPPLIES	\$23.58	STM 020224	ADDRESS LABELS
E 001-008-521010		OFFICE SUPPLIES	\$57.56	STM 020224	OFFICE SUPPLIES FOR COM DEVO
E 001-011-520600		VEHICLE EXPENSES	\$7.81	STM 020224	GLUE STRIP TO MOUNT ADAPTER
E 001-008-520705		SOFTWARE SUBSCRIPT	\$21.69	STM 020224	ADOBE ACROBAT SUBSCRIPTION 1/14-2/13/24
E 001-011-521010		OFFICE SUPPLIES	\$74.10	STM 020224	KEYBOARD/MOUSE/USB ADAPTER & COMPUTER
E 001-011-521010		OFFICE SUPPLIES	\$49.49	STM 020224	CAR CHARGER FOR NEW COMPUTER
E 001-008-520270		TRAINING	\$264.38	STM 020224	AIRFARE TO 2024 NP CONF.
E 001-008-520270		TRAINING	\$1,053.00	STM 020224	REGISTRATION 2024 NP CONF.
E 001-008-520270		TRAINING	\$15.00	STM 020224	REGISTRATION ADDITIONAL SESSION @ APA NPC
E 001-008-520270		TRAINING	\$15.00	STM 020224	REGISTRATION ADDITIONAL SESSION @ APA NPC
E 001-008-521010		OFFICE SUPPLIES	\$90.91	STM 020224	OFFICE SUPPLIES
E 001-011-521010		OFFICE SUPPLIES	\$39.49	STM 020224	CASE FOR NEW PHONE
E 001-011-520600		VEHICLE EXPENSES	\$13.00	STM 020224	CAR WASH
Total			\$1,917.07		
37019	02/26/24	VISA - UMB CVB			
E 013-131-520220		POSTAGE & METER RE	\$7.50	STM 020224	POSTAGE MAILE VISITORS GUIDE
E 001-015-530380		MISCELLANEOUS	\$152.76	STM 020224	2023 STORAGE CONTAINERS
E 013-131-520520		TELEPHONE / INTERNE	\$158.88	STM 020224	JANUARY INTERNET
E 001-015-530380		MISCELLANEOUS	\$609.00	STM 020224	ROOM DIVIDER
E 013-131-520270		TRAINING	\$1,304.31	STM 020224	TRAINING SPRING SEMESTER PUBLIC & NONPROFIT G
E 013-131-520705		SOFTWARE SUBSCRIPT	\$4,800.00	STM 020224	DIGITAL KIOSK YEARLY FEE
E 013-131-520270		TRAINING	\$38.48	STM 020224	WSU CLASS FEE
E 013-131-520220		POSTAGE & METER RE	\$5.01	STM 020224	POSTAGE UNION PACIFIC RE:RENOVATION
E 013-131-520910		DUES-SUBSCRIPTIONS-	\$50.00	STM 020224	KAPIO DUES
E 013-131-520270		TRAINING	\$41.07	STM 020224	BOOK FOR CLASS
E 001-001-520520		TELEPHONE / INTERNE	\$49.00	STM 020224	MONTHLY FEE STREAM CITY COMMIS MEETINGS
E 013-131-520220		POSTAGE & METER RE	\$29.08	STM 020224	POSTAGE VISITORS GUIDES
E 013-131-520270		TRAINING	\$200.00	STM 020224	2024 TRAVEL INDUSTRY ASSOC. OF KS - US T
E 013-131-520740		PROMOTION, ADS, MAR	\$700.00	STM 020224	DESTINATION STATEHOUSE REG & SPONSORSHIP
E 013-131-521010		OFFICE SUPPLIES	\$30.98	STM 020224	CHARGER FOR SURFACE
E 013-131-520740		PROMOTION, ADS, MAR	\$189.40	STM 020224	HOSTED TRAVEL WRITER ONE DELIGHTFUL LIFE
E 013-131-520740		PROMOTION, ADS, MAR	\$150.00	STM 020224	IKE STICKERS
E 013-131-520705		SOFTWARE SUBSCRIPT	\$122.48	STM 020224	LITTLE TOWN OF MANSIONS WEBSITE DOMAINS
E 013-131-520220		POSTAGE & METER RE	\$28.80	STM 020224	POSTAGE VISITORS GUIDES
E 013-131-520220		POSTAGE & METER RE	\$15.26	STM 020224	POSTAGE VISITORS GUIDES
E 013-131-520740		PROMOTION, ADS, MAR	\$320.25	STM 020224	HOLIDAY TOUR YARD SIGNS
E 013-131-520220		POSTAGE & METER RE	\$3.79	STM 020224	POSTAGE VISITORS GUIDES
E 013-131-520705		SOFTWARE SUBSCRIPT	\$576.00	STM 020224	YEARLY FEE FOR VIDEO CREATION
E 013-131-520220		POSTAGE & METER RE	\$15.16	STM 020224	POSTAGE VISITORS GUIDES
E 013-131-520740		PROMOTION, ADS, MAR	\$15.69	STM 020224	SOCIAL MEDIA ADS
E 013-131-520220		POSTAGE & METER RE	\$7.58	STM 020224	POSTAGE VISITORS GUIDES

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 013-131-520260		SPECIAL PROJECTS	\$2,576.24	STM 020224	FLAG PURCHASES (PENDING SALES TAX REFUND)
		Total	\$12,196.72		
37020	02/26/24	VISA - UMB FIRE DEPT			
E 001-003-521231		FIRE EQUIPMENT	\$50.00	STM 020224	KELLER 540 HELMET SHIELD
E 001-003-521040		JANITOR SUPPLIES	\$35.97	STM 020224	TRUCK SOAP/AIR FRESHENERS
E 001-003-521040		JANITOR SUPPLIES	\$82.35	STM 020224	CLEANING SUPPLIES
E 001-003-520910		DUES-SUBSCRIPTIONS-	\$60.00	STM 020224	CHIEFS ASSOC. MEMBERSHIP
E 001-003-520120		MEDICAL SUPPLIES	\$47.13	STM 020224	N-95 MASKS
E 001-003-520270		TRAINING	\$35.88	STM 020224	WATER FOR STATION
E 001-003-520270		TRAINING	\$50.00	STM 020224	TICKET FOR OVERHAUL TRAINING IN JC
E 001-003-521231		FIRE EQUIPMENT	\$174.17	STM 020224	PROPANE TANK/HEATER & ANCHORS FOR AIR TRAILER
E 001-003-521231		FIRE EQUIPMENT	(\$2.97)	STM 020224	TAX REFUND
E 001-003-521231		FIRE EQUIPMENT	\$59.25	STM 020224	FUEL ADDITIVE, BATTERY MAINTAINER, SUPPLIES
E 001-003-521231		FIRE EQUIPMENT	\$115.08	STM 020224	WIPER BLADES, DIESEL TREATMENT & TOW STRAP
E 001-003-521010		OFFICE SUPPLIES	\$3.80	STM 020224	LOG BOOK
E 001-003-521231		FIRE EQUIPMENT	\$12.86	STM 020224	LIGHTERS FOR TRAILER
E 001-003-520270		TRAINING	\$50.00	STM 020224	TRAINING IN JC
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$53.96	STM 020224	FUEL TREATMENT & WASHER FLUID
E 001-003-520610		BUILDING MAINTENANC	\$29.98	STM 020224	AIR FILTER FOR FURNACE
E 001-003-521231		FIRE EQUIPMENT	\$4.59	STM 020224	GALV CAP
E 001-003-521231		FIRE EQUIPMENT	\$6.59	STM 020224	GALV TEE
E 001-003-520610		BUILDING MAINTENANC	\$249.99	STM 020224	FUEL FOR EQUIP & SPREADER
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$103.99	STM 020224	FUEL FOR EQUIP & SPREADER
E 001-003-520270		TRAINING	\$42.61	STM 020224	LUMBER FOR TRAINING PROP
E 001-003-521231		FIRE EQUIPMENT	(\$1.80)	STM 020224	REFUND GALV CAP
E 001-003-521231		FIRE EQUIPMENT	(\$2.00)	STM 020224	REFUND GALV TEE
E 001-003-521040		JANITOR SUPPLIES	\$11.94	STM 020224	PARTS
E 001-003-521231		FIRE EQUIPMENT	\$13.00	STM 020224	TRUCK WASH
E 001-003-520270		TRAINING	\$26.24	STM 020224	REGIONAL CHIEFS MEETING
E 001-003-521040		JANITOR SUPPLIES	\$203.13	STM 020224	BATHROOM SUPPLIES
E 001-003-520270		TRAINING	\$21.11	STM 020224	MEAL AT CHIEFS MEETING
E 001-003-520705		SOFTWARE SUBSCRIPT	\$1,272.05	STM 020224	REPORTING SOFTWARE PLUS CARD FEE
E 001-003-520270		TRAINING	\$261.26	STM 020224	3 BOOKS FOR DRIVER OPERATOR COURSE
E 001-003-521231		FIRE EQUIPMENT	\$102.68	STM 020224	TRUCK REPAIRS
E 001-003-521040		JANITOR SUPPLIES	\$36.00	STM 020224	TRUCK WASH
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520610		BUILDING MAINTENANC	\$898.99	STM 020224	WATER HEATER & FLAT IRON
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-521231		FIRE EQUIPMENT	\$115.11	STM 020224	LIGHTS FOR R-1
E 001-003-520270		TRAINING	\$4.00	STM 020224	TOLL FEE TRAINING @ LENEXA
E 001-003-520610		BUILDING MAINTENANC	(\$699.00)	STM 020224	REFUND WATERHEATER

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$51.31	STM 020224	FUEL WHILE TRAINING
E 001-003-520610		BUILDING MAINTENANC	\$1,318.99	STM 020224	WATERHEATER & PAN
E 001-003-520610		BUILDING MAINTENANC	\$19.99	STM 020224	HOLE SAW
E 001-003-520610		BUILDING MAINTENANC	\$69.99	STM 020224	PROPANE
E 001-003-520270		TRAINING	\$10.00	STM 020224	NARCAN TRAINING
E 001-003-520270		TRAINING	\$23.00	STM 020224	TOLL FEE TRAINING
E 001-003-520610		BUILDING MAINTENANC	\$23.57	STM 020224	PLUMBING SUPPLIES FOR WATERHEATER
E 001-003-520610		BUILDING MAINTENANC	\$29.76	STM 020224	PLUMBING SUPPLIES FOR WATERHEATER
E 001-001-521080		TOOLS & MINOR EQUIP	\$56.66	STM 020224	HOLE SAW
E 002-024-521080		TOOLS & MINOR EQUIP	\$56.66	STM 020224	HOLE SAW
E 004-043-521080		TOOLS & MINOR EQUIP	\$56.67	STM 020224	HOLE SAW
E 001-003-521231		FIRE EQUIPMENT	\$8.96	STM 020224	FIX ONSPOT CHAINS ON R1
Total			\$5,313.50		
37021	02/26/24	VISA - UMB MUNICIPAL COURT			
E 001-012-521010		OFFICE SUPPLIES	\$53.78	STM 020224	DESK ORGANIZERS, PENS
E 001-012-520910		DUES-SUBSCRIPTIONS-	\$50.00	STM 020224	KAPIO YEARLY DUES 2024
E 001-012-520910		DUES-SUBSCRIPTIONS-	\$100.00	STM 020224	KACM DUES FOR 2024
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$140.00	STM 020224	KSACP 2024 RENEWAL
E 001-002-521040		JANITOR SUPPLIES	\$54.00	STM 020224	SOAP FOR PD BATHROOMS
Total			\$397.78		
37022	02/26/24	VISA - UMB PARKS			
E 015-153-522300		YOUTH SPORTS SUPPLI	\$24.98	STM 020224	WHISTLES FOR YOUTH BASKETBALL
E 015-151-520270		TRAINING	\$385.00	STM 020224	KRPA CONF JAN 2024
E 015-151-520270		TRAINING	\$385.00	STM 020224	KRPA CONF JAN 2024
E 001-006-520620		EQUIPMENT REP & MAI	\$3.97	STM 020224	E CLIPS FOR FERTILIZER SPREADER
E 001-006-520620		EQUIPMENT REP & MAI	\$7.75	STM 020224	CLIPS FOR SALT SPREADER
E 015-151-520910		DUES-SUBSCRIPTIONS-	\$99.95	STM 020224	YEARLY SUBSCRIPTION
E 001-006-520270		TRAINING	\$8.00	STM 020224	PESTICIDE STUDY BOOK
E 001-006-521080		TOOLS & MINOR EQUIP	\$19.98	STM 020224	GRINDING DISKS
E 001-006-521080		TOOLS & MINOR EQUIP	\$31.72	STM 020224	SAWZALL BLADES
E 001-006-520620		EQUIPMENT REP & MAI	\$174.12	STM 020224	BOARDS FOR TRAILER FLOOR
E 001-006-521080		TOOLS & MINOR EQUIP	\$7.59	STM 020224	DRILL BIT
E 001-006-521160		LAWN & GARDEN SUPP	\$42.40	STM 020224	FLOWER SEEDS
E 001-006-521160		LAWN & GARDEN SUPP	\$311.91	STM 020224	GREENHOUSE SUPPLIES
E 001-006-520620		EQUIPMENT REP & MAI	\$3.99	STM 020224	SCREWS FOR TRAILER DECKING
E 001-006-521160		LAWN & GARDEN SUPP	\$52.10	STM 020224	FLOWER SEEDS
E 015-151-521010		OFFICE SUPPLIES	\$67.67	STM 020224	OFFICE SUPPLIES
E 001-006-521080		TOOLS & MINOR EQUIP	\$54.99	STM 020224	SNOW SHOVEL
E 015-157-520610		BUILDING MAINTENANC	\$256.76	STM 020224	NEW LOCKS & KEYS
E 001-006-521160		LAWN & GARDEN SUPP	\$55.62	STM 020224	FLOWER SEEDS
E 001-006-521160		LAWN & GARDEN SUPP	\$765.42	STM 020224	FLOWER SEEDS
E 001-013-520610		BUILDING MAINTENANC	\$45.58	STM 020224	PAINT FOR BATHROOM STALLS
E 015-156-523770		COMMUNITY EDUCATIO	\$78.58	STM 020224	PICKLEBALLS
E 001-006-520620		EQUIPMENT REP & MAI	\$2.78	STM 020224	CLIP FOR SPREADER REPAIR
E 015-157-520610		BUILDING MAINTENANC	\$95.23	STM 020224	SWITCHES FOR BASKETBALL GOALS
E 015-157-520610		BUILDING MAINTENANC	\$145.62	STM 020224	OUTSIDE DRAINAGE
E 015-153-522600		ADULT SPORTS EQUIP	\$243.04	STM 020224	ADULT BASKETBALLS

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-013-520610		BUILDING MAINTENANC	\$5.79	STM 020224	HOOKS FOR HANGING PICS
E 015-153-522320		TOURNAMENT SUPPLIE	\$186.21	STM 020224	VOLLEYBALLS FOR TOURNAMENT
E 001-013-520610		BUILDING MAINTENANC	\$17.37	STM 020224	PAINT SUPPLIES FOR PAINTING STALLS
E 001-006-520620		EQUIPMENT REP & MAI	\$30.68	STM 020224	AGITATOR KIT FOR SALT SPREADER
E 015-151-520270		TRAINING	\$115.00	STM 020224	NRPA MEMBERSHIP ACCT RENEWAL
E 001-006-521160		LAWN & GARDEN SUPP	\$52.63	STM 020224	SEEDS
E 015-151-520270		TRAINING	\$280.00	STM 020224	ONLINE TRAINING FOR CEU'S CERTIFICATION RENEWAL
E 015-156-523770		COMMUNITY EDUCATIO	\$32.98	STM 020224	PICKLEBALL NET
E 001-006-521160		LAWN & GARDEN SUPP	\$16.46	STM 020224	SEED
E 001-013-520610		BUILDING MAINTENANC	\$23.41	STM 020224	LUMBER FOR ICE MAKER STAND
E 001-006-521160		LAWN & GARDEN SUPP	\$29.75	STM 020224	SEEDS
E 015-153-522320		TOURNAMENT SUPPLIE	\$71.18	STM 020224	12S VB TOURNEY
E 001-006-521080		TOOLS & MINOR EQUIP	\$11.99	STM 020224	DRILL BIT
E 001-006-521160		LAWN & GARDEN SUPP	\$3.99	STM 020224	TOOL
E 001-006-521160		LAWN & GARDEN SUPP	\$16.29	STM 020224	FLOWER SEEDS
E 015-157-521040		JANITOR SUPPLIES	\$19.98	STM 020224	PAPER TOWELS
E 015-151-520320		PRINTING & ADVERTISI	\$21.40	STM 020224	AUCTION BASKET DONATION
E 015-151-520320		PRINTING & ADVERTISI	\$30.00	STM 020224	AUCTION BASKET DONATION
E 001-001-520720		BAND SHELL MAINTENA	\$13.98	STM 020224	FURNACE FILTER
E 001-013-520610		BUILDING MAINTENANC	\$34.76	STM 020224	FURNACE FILTER
E 015-156-523770		COMMUNITY EDUCATIO	\$118.60	STM 020224	PICKLEBALL SUPPLIES
E 001-006-521010		OFFICE SUPPLIES	\$56.98	STM 020224	PRINTER INK/TREE WRAP
E 001-006-521160		LAWN & GARDEN SUPP	\$19.99	STM 020224	PRINTER INK/TREE WRAP
E 001-006-521160		LAWN & GARDEN SUPP	\$155.04	STM 020224	GREENHOUSE SUPPLIES
E 015-157-520610		BUILDING MAINTENANC	\$350.00	STM 020224	AUTOSCRUB COMMUNITY CENTER
E 001-006-520610		BUILDING MAINTENANC	\$61.20	STM 020224	PLANT STANDS LUMBER
E 001-006-521160		LAWN & GARDEN SUPP	\$9.45	STM 020224	SEEDS
E 001-006-520610		BUILDING MAINTENANC	\$22.99	STM 020224	GFCI FOR GREENHOUSE
E 001-006-520610		BUILDING MAINTENANC	\$25.99	STM 020224	OUTLET FOR GREENHOUSE
E 015-151-520270		TRAINING	\$35.97	STM 020224	KRPA CONF
E 001-006-521160		LAWN & GARDEN SUPP	\$59.95	STM 020224	HEAT CABLE FOR GREENHOUSE
Total			\$5,299.76		
37023	02/26/24	VISA - UMB POLICE DEPT			
E 001-002-521010		OFFICE SUPPLIES	\$34.90	STM 020224	WATER FOR OFFICE
E 001-002-521010		OFFICE SUPPLIES	\$38.06	STM 020224	WATER FOR OFFICE
E 001-002-521040		JANITOR SUPPLIES	\$38.64	STM 020224	CREAMERS & TYLENOL
E 001-002-521040		JANITOR SUPPLIES	\$42.23	STM 020224	PAPER TOWEL HOLDER
E 001-002-520910		DUES-SUBSCRIPTIONS-	\$310.00	STM 020224	CLLEBRITE RECERTIFICATION
E 001-002-520270		TRAINING	\$249.00	STM 020224	ACE INTERDICTION TRAINING
E 001-002-521010		OFFICE SUPPLIES	(\$38.06)	STM 020224	REFUND WATER
E 001-002-530390		POLICE EQUIPMENT	\$113.26	STM 020224	EXTERNAL HARD DRIVE FOR CELLEBRITE COMPUTER
E 001-002-521150		UNIFORMS & ALTERATI	\$94.93	STM 020224	UNIFORM PANTS
E 001-002-520600		VEHICLE EXPENSES	\$108.93	STM 020224	WINDSHIELD WIPERS & DEICER
E 001-012-520270		TRAINING	\$132.23	STM 020224	KCJIS CONF REGISTRATION
E 001-002-521040		JANITOR SUPPLIES	\$23.99	STM 020224	ICE SCRAPER
E 001-002-520600		VEHICLE EXPENSES	\$4.99	STM 020224	MIRROR GLUE FOR 11
E 001-002-520610		BUILDING MAINTENANC	\$20.78	STM 020224	WINDOW COVERINGS

CITY OF ABILENE

02/20/24 2:42 PM

Page 14

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-002-521150		UNIFORMS & ALTERATI	\$105.95	STM 020224	BOOTS 205
E 001-002-530390		POLICE EQUIPMENT	\$45.50	STM 020224	DRIVES FOR CAR CAMERA SERVER
E 001-002-521010		OFFICE SUPPLIES	\$23.44	STM 020224	TZ BLACK ON WHITE TAPE
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 020224	CAR WASH
E 001-002-521010		OFFICE SUPPLIES	\$45.82	STM 020224	DOOR HANGER & PENS
E 001-002-521010		OFFICE SUPPLIES	\$60.00	STM 020224	BANKER BOXES
E 001-002-521150		UNIFORMS & ALTERATI	\$120.49	STM 020224	COAT 204
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 020224	CAR WASH
E 001-002-520600		VEHICLE EXPENSES	\$11.00	STM 020224	CAR WASH
E 001-002-520270		TRAINING	\$18.53	STM 020224	TRAINING MEAL
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 020224	CAR WASH
E 001-002-520270		TRAINING	\$221.86	STM 020224	HOTEL TRAINING
E 001-002-520270		TRAINING	\$15.03	STM 020224	TRAINING MEAL
E 001-002-520270		TRAINING	\$26.38	STM 020224	TRAINING MEAL
E 001-002-520270		TRAINING	\$14.55	STM 020224	MEAL @ CONF
E 001-002-530390		POLICE EQUIPMENT	\$7.99	STM 020224	REPAIR CAMERA UNIT 8
E 001-002-520270		TRAINING	\$18.31	STM 020224	TRAINING MEAL
E 001-002-520270		TRAINING	\$203.30	STM 020224	HOTEL FOR CONF
E 001-002-530390		POLICE EQUIPMENT	\$40.97	STM 020224	STORAGE FOR #8
E 001-002-520600		VEHICLE EXPENSES	\$12.00	STM 020224	CAR WASH
E 001-002-520270		TRAINING	\$911.70	STM 020224	HOTEL RESERVATION FOR TRAINING
E 001-002-521150		UNIFORMS & ALTERATI	\$69.10	STM 020224	UNIFORM BELTS
E 001-002-520270		TRAINING	(\$16.84)	STM 020224	TAX REFUND
E 001-002-520270		TRAINING	\$102.42	STM 020224	HOTEL TRAINING
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 020224	CAR WASH
E 001-002-520270		TRAINING	\$100.00	STM 020224	KU TRAINING
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 020224	CAR WASH
E 001-002-520600		VEHICLE EXPENSES	\$15.00	STM 020224	CAR WASH 4
E 001-002-520600		VEHICLE EXPENSES	\$13.00	STM 020224	CAR WASH
E 001-002-521010		OFFICE SUPPLIES	\$51.92	STM 020224	WATER FOR OFFICE
E 001-002-520600		VEHICLE EXPENSES	\$12.00	STM 020224	CAR WASH
E 001-002-520600		VEHICLE EXPENSES	\$12.00	STM 020224	CAR WASH 11
E 001-002-520270		TRAINING	\$21.87	STM 020224	TRAINING LUNCH HAAGA & BARNHART
E 001-002-521150		UNIFORMS & ALTERATI	(\$104.50)	STM 020224	UNIFORM REFUND
E 001-002-520270		TRAINING	\$100.53	STM 020224	HOTEL FOR TRAINING BARNHART
E 001-002-520270		TRAINING	\$100.53	STM 020224	HOTEL FOR TRAINING HAAGA
E 001-002-530390		POLICE EQUIPMENT	\$150.63	STM 020224	POLICE EQUIPMENT FOR GLASGOW
E 001-002-530390		POLICE EQUIPMENT	\$162.74	STM 020224	HOLSTER FOR 214
E 001-002-520270		TRAINING	\$31.71	STM 020224	TRAINING MEAL HAAGA & BARNHART
Total			\$3,969.81		
37024	02/26/24	VISA - UMB PUBLIC WORKS			
E 001-004-521010		OFFICE SUPPLIES	\$31.44	STM 020224	POST IT NOTES
E 004-042-521010		OFFICE SUPPLIES	\$342.87	STM 020224	TONER CARTRIDGES & OFFICE SUPPLIES
E 001-004-521010		OFFICE SUPPLIES	\$49.07	STM 020224	TONER CARTRIDGES & OFFICE SUPPLIES
E 001-001-520800		AWARDS & CONTRIBUTI	\$109.25	STM 020224	AAKC FUNERAL FLOWERS
E 004-042-521010		OFFICE SUPPLIES	\$104.17	STM 020224	MONITOR & CABLE
E 004-042-520620		EQUIPMENT REP & MAI	\$365.94	STM 020224	CABLE JD TRACTOR
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$112.59	STM 020224	DIESEL #21

CITY OF ABILENE

02/20/24 2:42 PM

Page 15

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$115.11	STM 020224	DIESEL #18
E 001-004-521170		SNOW CONTROL SUPPL	\$562.09	STM 020224	BRINE TANK SUPPLIES
E 001-004-521170		SNOW CONTROL SUPPL	\$3,685.90	STM 020224	BRINE ELLIPTICAL TANK
E 004-042-521010		OFFICE SUPPLIES	\$7.71	STM 020224	3 RING BINDERS
E 001-004-521170		SNOW CONTROL SUPPL	\$169.08	STM 020224	BRINE TANK SUPPLIES
E 001-004-521010		OFFICE SUPPLIES	\$200.56	STM 020224	MONITOR, CABLES, DRY ERASE MARKERS & HOLDER
E 001-004-521010		OFFICE SUPPLIES	\$17.58	STM 020224	MONITOR, CABLES, DRY ERASE MARKERS & HOLDER
E 004-042-521150		UNIFORMS & ALTERATI	\$150.83	STM 020224	B. SIMS BOOTS
E 001-004-521170		SNOW CONTROL SUPPL	\$31.26	STM 020224	BRINE TANK SUPPLIES
E 004-042-521150		UNIFORMS & ALTERATI	(\$11.83)	STM 020224	TAX REFUND SIMS BOOTS
E 001-004-521170		SNOW CONTROL SUPPL	\$259.99	STM 020224	BRINE TANK PUMP
E 004-042-520610		BUILDING MAINTENANC	\$12.84	STM 020224	WATER FOR WWTP
E 004-042-520610		BUILDING MAINTENANC	\$343.22	STM 020224	ABSORBENT PILLOWS & SOCKS
E 001-004-520705		SOFTWARE SUBSCRIPT	\$218.04	STM 020224	NAPA TRACS
E 002-022-520970		MISCELLANEOUS SERVI	\$314.55	STM 020224	MARKING PAINT FOR LOCATES
E 001-004-520610		BUILDING MAINTENANC	\$1,009.48	STM 020224	BREAKROOM TABLES, CHAIRS, TV WALL MOUNT & SMALL T
Total			\$8,201.74		
37025	02/26/24	VYVE BROADBAND			
E 004-042-520520		TELEPHONE / INTERNE	\$1,172.17	207-521223	FIBER @ WWTP
Total			\$1,172.17		
37026	02/26/24	WINTERS, MACY			
E 015-156-523331		DANCE/TUMBLING	\$456.00	STM 022024	FEB. REG. FEES
Total			\$456.00		
37027	02/26/24	XEROX FINANCIAL SERVICES			
E 001-002-520700		RENT-CONTRACTS-MAI	\$498.30	5355228	COPIER LEASE
E 001-004-521010		OFFICE SUPPLIES	\$158.07	5360905	COPIER LEASE 1/24-2/23/24
Total			\$656.37		
37028	02/26/24	YMCA			
E 015-153-520780		REFUND EXPENSE	\$150.00	65416516	REFUND VB TOURNEY
Total			\$150.00		
002000			\$243,033.52		

CITY OF ABILENE

02/20/24 2:42 PM

Page 16

***Check Detail Register©**

Batch: 022624PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
---------	------------	-------------	--------	---------	---------

Fund Summary**002000 Astra Bank checking**

001 GENERAL FUND	\$39,017.98
002 WATER FUND	\$43,432.80
003 RECYCLING FUND	\$6,403.71
004 SEWER FUND	\$8,187.76
005 AIRPORT FUND	\$2,268.58
008 SPECIAL PARKS & REC	\$4,644.00
013 TOURISM & CONVENTION FUND	\$11,592.03
014 SPECIAL STREET FUND	\$6,335.06
015 RECREATION COMMISSION	\$5,064.05
037 SALES TAX STREET FUND	\$116,087.55
	\$243,033.52

CITY OF ABILENE

02/20/24 2:18 PM

Page 1

***Check Detail Register©**

Batch: 123123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36964	12/31/23	AERZEN USA CORP			
E 004-042-520620		EQUIPMENT REP & MAI	\$7,057.00	SEO-23-0058	REBUILD BLOWER
		Total	\$7,057.00		
36965	12/31/23	DANKO EMERGENCY EQUIPMENT			
E 001-003-521231		FIRE EQUIPMENT	\$1,881.20	128158	FIRE NOZZLE
E 001-003-521231		FIRE EQUIPMENT	(\$676.00)	133234	FIRE NOZZLE
		Total	\$1,205.20		
36966	12/31/23	ELK'S CLUB			
E 001-001-520800		AWARDS & CONTRIBUTI	\$400.00	1007	LODGE RENTAL 2023 CHRISTMAS PART
		Total	\$400.00		
36967	12/31/23	FOSTER DESIGN ASSOCIATES LLC			
E 001-008-520260		SPECIAL PROJECTS	\$8,139.00	23006-5	COMP PLAN/PARKS MASTER PLAN SERVICE
		Total	\$8,139.00		12/16/23-1/3/24
36968	12/31/23	NATIONAL SIGN CO., INC			
E 001-004-521130		SIGNS MAINTENANCE	\$752.29	IN-206180	GALVANIZED POST
		Total	\$752.29		
36969	12/31/23	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$1,457.70	2360197257	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$3,787.10	2460199144	SUSPENDED SOLIDS
		Total	\$5,244.80		
		002000	\$22,798.29		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$10,496.49
004 SEWER FUND	\$12,301.80
	\$22,798.29

City of Abilene
Payroll Expenditures Report
2/16/2024 PR #4

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	107,957.09
051 & 501	OASDI - CITY/EMPLOYEE	\$	18,816.68
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,400.76
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	11,974.62
503	KPERS - CITY	\$	8,632.53
056, 057, 059	KPERS EMPLOYEE	\$	5,048.28
		\$	13,680.81
054	KPERS BUYBACK	\$	-
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	165.28
504	KPF - CITY	\$	16,308.97
061	KPF EMPLOYEE	\$	5,048.00
		\$	21,356.97
155	KPF GROUP LIFE- EMPLOYEE	\$	110.28
105	FTC EMPLOYEE	\$	736.00
540	FTC CITY	\$	400.00
219	KPERS 457 EMPLOYEE	\$	284.00
507	KPERS 457 CITY	\$	160.00
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	\$	7,003.32
120	AFLAC After Tax D&L - EMPLOYEE	\$	280.54
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	583.06
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$	283.66
104	VSP VISION PLANS - EMPLOYEE	\$	61.40
140	HEALTH INSURANCE - EMPLOYEE	\$	7,564.57
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	\$	383.04
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	\$	221,745.40