ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
November 25, 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 November 25, 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 November 12, 2024, Regular Meeting

    b. Resolution No. 112524-3, A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEE'S POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

6. Public Comments and Communications

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

    b. Cyber Insurance Update – Kyle Becker, Smart Insurance

7. Business Items

    a. Consider approval of the execution of a five-year Master Agreement with Olsson, Inc. for engineering services for the City of Abilene as described in qualifications in the Request for Qualifications. – Ron Marsh, City Manager

    b. Consider approval of Resolution No. 112524-1, A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET. – Shayla Mohr, City Clerk/HR Director

c. Consider approval of Resolution No. 112524-2, A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER-RELATED FEES OF THE CITY OF ABILENE, KANSAS. – Shayla Mohr, City Clerk/HR Director

d. Consider approval of the Dickinson County Courthouse Addition final replat. – Kari Zook, Community Development Director

8. Items for discussion

a. Consider a bid from J & K Contracting, LC in the amount of $162,253.50 for the Spruceway Waterline Replacement Project. – Brad Anderson, Public Works Director

9. Reports

a. City Manager's Report

10. Adjournment of Regular Meeting

a. Consider a motion to adjourn the November 25, 2024, City Commission Meeting.

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

UNAPPROVED

1. **Call to Order**

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

Staff Present: City Manager Marsh, City Clerk Mohr, City Attorney Martin, Parks and Recreation Director Timbrook, Fire Chief Strunk, Community Development Director Zook, Public Works Director Anderson, City Inspector Steerman, Assistant Police Chief Wilkins, Parks Supervisor Jones and City Engineer Bachamp.

3. **Pledge of Allegiance**

Agenda

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

Motion by Commissioner Witt, 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 October 28, 2024, Regular Meeting

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, 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.

Lance Homman, 311 Charles Rd., asked the City Commission to consider hiring a third-party investigator to investigate Commissioner Kollhoff's claims regarding City Manager Marsh.

Commissioner Kollhoff echoed Mr. Homman's comments regarding hiring a third-party investigator to investigate City Manager Marsh.

7. Business Items

    a. Consider approval of the Kansas Quitclaim Deed, transferring the drainage easement within the Faith Avenue Detention Basin from Highland Homes, LP, to the City of Abilene.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to approve the Kansas Quitclaim Deed, transferring the drainage easement within the Faith Avenue Detention Basin from Highland Homes, LP, to the City of Abilene. Roll call vote: Kollhoff YES, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 5-0.

    b. Consider approval of the bid from InfoSend for the printing and mailing of the City of Abilene's monthly utility bills in the amount of $33,664.80 annually.

Motion by Commissioner Rein, seconded by Commissioner Witt, to approve the bid from InfoSend for the printing and mailing of the City of Abilene's monthly utility bills in the amount of $33,664.80 annually. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff NO, Rein YES. The motion carried 4-1.

8. Items for Discussion

There were no items for discussion.

9. Reports

    a. City Manager's Report

UNAPPROVED

Police Chief Hatter and Assistant Police Chief Wilkins have been meeting with Central Kansas Mental Health about expanding their Mobile Crisis Program. CKMH is expanding its service to Dickinson County. The Unit is currently available M-F from 8 am to 10 pm and is expected to provide 24/7 services by summer 2025. The Unit consists of a Case Manager and a Crisis Staff Member who can provide support to law enforcement to prevent people in crisis from having to go to the ER or jail in appropriate situations. This should be a valuable resource for Abilene PD, as there are many times they repeatedly deal with citizens experiencing mental health issues that do not meet the criteria for hospital or intake. APD works to calm them down and offer resources to individuals in crisis that they may not be aware of. The Mobile Crisis Unit will provide an option to call, especially after hours, to respond to the situation and free up the officer to continue with their normal activities. If the numbers show sufficient need, there may be a possibility of having a full-time unit for the County.

The Abilene Convention and Visitors Bureau has been awarded a $9,800 Kansas Tourism Marketing Grant to support the Kansas Gunsmoke Trail 2.0 initiative. The trail highlights cowboy-themed attractions in four historic cities: Wichita, Abilene, Hays and Dodge City, which played significant roles in the storyline of Gunsmoke, the longest-running Western in television history.

Public Works will assist BNSF Railroad in repairing the NW 8th St. crossing. The crossing will be closed on November 21 for two days (weather permitting) for repairs. Christmas trees and decorations will be put up starting tomorrow.

The Community Development Department met one of its goals by revamping permit applications to make them more user-friendly. Each application has been revamped to include all necessary components for customer convenience and staff review. A handout outlining the necessary information required for the permit to be applied for is included with each application. The goal is to streamline the processes and deter miscommunication with customers. The newly revamped forms went live on Friday, November 8.

10. Recess of Regular Meeting

a. Consider a motion to recess the November 12, 2024, City Commission Meeting.

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to recess the November 12, 2024, City Commission Meeting at 4:32 pm. Roll call vote: Miller YES, Witt YES, Kollhoff YES, Meysenburg YES, Rein YES. The motion carried 5-0. The City Commission Study Session will begin immediately.

City Commission Study Session

1. Call to Order – City Commission Study Session

UNAPPROVED

The City Commission Study Session was called to order at 4:32 pm.

2. November 12, 2024, City Commission Study Session Agenda

a. Fee Schedule Resolution

b. Longevity Pay Reso

c. Engineering Services RFQ

d. Dickinson County replat – Courthouse Addition

3. Adjournment

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

Motion by Commissioner Witt, seconded by Commissioner Meysenburg, to adjourn the November 12, 2024, City Commission Meeting at 4:53 pm. Roll call vote: Witt YES, Kollhoff YES, Meysenburg YES, Miller YES, Rein YES. The motion carried 5-0.

(Seal)

_____

Brandon Rein, Mayor

ATTEST:

_____

Shayla L. Mohr, CMC
City Clerk

UNAPPROVED

ABILENE
KANSAS

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, November 25, 2024

Session: Regular Meeting

Topic: Longevity Resolution

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/Human Resources Director

Background:

In 2008, the City Commission approved discretionary longevity pay. The City Commission may grant discretionary longevity pay funds permitting, and upon the recommendation of the City Manager and approval of the City Commission. Discretionary longevity pay shall not be guaranteed. If longevity is paid, classified full-time employees shall be eligible to receive the longevity pay, provided they have completed at least five consecutive, uninterrupted years of service with the City. Time of services shall be considered as of November 30 of the year that it may be paid, in a classified position. If longevity is paid, it shall be distributed to employees by December 31.

The following table shows the longevity pay program:

Years 5 through 9 $200.00

Years 10 through 14 $400.00

Years 15 through 19 $600.00

Years 20 through 24 $800.00

Years 25 and over $1,000.00

If an employee leaves employment prior to payment of and approval of Longevity Pay for that year by the Commission, the Longevity Pay will not be paid to that employee.

Longevity pay will be paid on the December 6th pay day

Recommendation:

Approve Resolution No. 112524-3, A Resolution approving longevity pay for qualifying full-time City Employees for 2024.

Fiscal Note:

Longevity Pay in the amount of $17,800.00 was budgeted in the 2024 budget. The amount payable to eligible employees for 2024 is $16,200.00.

Funding Source:

RESOLUTION 112524-3

A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEE'S POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the governing body has previously adopted the Employees Policies and Guidelines of the City of Abilene, Kansas, and subsequent amendments thereto; and

WHEREAS, Section 13.16 of the Employees Policies and Guidelines provides that the governing body may grant discretionary longevity pay subject to the availability of funds for said purpose.

NOW THEREFORE, be it resolved by the City Commission of the City of Abilene, Kansas as follows:

SECTION ONE. Longevity Pay Approved. That Longevity Pay is hereby authorized to be paid to eligible employees of the City of Abilene, Kansas, as provided in Section 13.16 of the Employees Policies and Guidelines.

SECTION TWO. Implementation. The City Manager is hereby authorized to implement the provisions of this Resolution as provided in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force and effect after its adoption by the governing body.

Passed and approved by the Governing Body of the City of Abilene, Kansas, on this 25th day of November 2024.

_____

Brandon Rein, Mayor

ATTEST:

_____

Shayla L. Mohr, CMC, City Clerk

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, November 25, 2024

Session: Regular Meeting

Topic: Cyber Security Quote

Department: Administrative

Staff Contact: City Manager/City Clerk

Background:

Kyle Becker from Smart Insurance will be present to present the Cyber Security Insurance Quote for 2025.

- $4500 cheaper than last year
- Lower retention
- Same coverage

Recommendation:

Fiscal Note:

$7122.45

Funding Source:

Date: 10/31/2024

Insured: City of Abilene

Please find attached our quote from CFC – Lloyd's of London (Non-Admitted)

Premium (including TRIA)	$6,465.00
Broker Fee	$200.00
Supplier Fee	$250.00
Surplus Lines Taxes	$207.45
Stamping Fee	$0.00
Total	**$7,122.45**

Subjectivities:

1) Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents (30 days post binding).
2) For SL Tax Filing: Completed, signed and dated version of the Kansas tax packet.

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INDICATION OF TERMS

REFERENCE NUMBER:	4791074
COMPANY NAME:	City of Abilene
TOTAL PAYABLE:	USD6,715.00
Premium breakdown:	
Cyber & Privacy:	USD4,775.00
Cyber Crime:	USD1,690.00
Policy Administration Fee:	USD250.00
TRIA:	USD0.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (US) v3.2
ENDORSEMENTS:	Policyholder Disclosure Notice Of Terrorism Insurance Coverage CFC Cyber Amendatory Clause
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: 1. Full details of the surplus lines broker, including name, company name, address, license number, state of filing and expiry date. (prior to binding) 2. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)
POLICY PERIOD:	12 months
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
SECURITY:	Certain underwriters at Lloyd's and other insurers

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS, RETENTIONS AND APPLICABLE CLAUSES

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DECLARATIONS

THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	USD50,000	each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**
Deductible:	USD0	each and every claim

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INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION D: EXTORTION

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	USD50,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

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INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of **system failure**
Deductible:	USD5,000	each and every claim

SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability:	USD100,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability:	USD1,000,000	each and every claim, sub-limited to USD1,000,000 in respect of **system failure**
Deductible:	USD5,000	each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability:	USD25,000	each and every claim
Deductible:	USD0	each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability:	USD1,000,000	each and every claim
Deductible:	USD5,000	each and every claim

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THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION D: REGULATORY FINES

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	USD1,000,000	in the aggregate, including **costs and expenses**
Deductible:	USD5,000	each and every claim, including **costs and expenses**

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN

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INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability:	USD100,000	in the aggregate
Deductible:	USD0	each and every claim

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POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: City of Abilene
WITH EFFECT FROM: -

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is USD0.00 and does not include any charges for the portion of losses covered by the United States government under the Act.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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CFC CYBER AMENDATORY CLAUSE

ATTACHING TO POLICY NUMBER: N/A
THE INSURED: City of Abilene
WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to the Declarations page:

1. The time period shown as the "WAITING PERIOD" is deleted in its entirety and replaced with the following:

   6 hours

2. The following **INSURING CLAUSE** is added:

CRIMINAL REWARD COVERAGE

Limit of liability:	USD50,000	each and every claim
Deductible:	USD5,000	each and every claim

3. The following **SECTIONS** are added to **INSURING CLAUSE 2**:

SECTION: NEW VENDOR FRAUD

Limit of liability:	USD100,000	each and every claim
Deductible:	USD5,000	each and every claim

SECTION: INVOICE MANIPULATION FRAUD

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim

4. The following **SECTIONS** are added to **INSURING CLAUSE 4**:

SECTION: CONTINGENT BODILY INJURY

Limit of liability:	USD250,000	each and every claim
Deductible:	USD5,000	each and every claim, including **costs and expenses**

SECTION: CORRECTIVE ACTION PLAN COSTS

Limit of liability:	USD50,000	each and every claim
Deductible:	USD5,000	each and every claim, including **costs and expenses**

It is further understood and agreed that the following amendments are

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ABILENE
KANSAS

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, November 25, 2024

Session: Regular Meeting

Topic: Engineering Services RFQ

Department: Administrative

Staff Contact: City Manager

Background:

- RFQ for Engineering Services went out October 1, 2024
- Responses due October 15, 2024
- RFQ sent to seven vendors: Olsson, Kaw Valley, BG Consultants, Benesch, PEC, Earles Engineering, Schwab-Eaton. Also published on the city web page.
- Committee of four reviewed and evaluated the responses:
    - Brandon Rein
    - Brad Anderson
    - Corey Jones
    - Ron Marsh
- Evaluation scores based on vendor requirements, detail & scope and evaluation, all outlined in the RFQ.
- Averaged the evaluation scores in each category for each response.
- Copy of the RFQ, example Evaluation Form, Consolidated Evaluation Form and total score spreadsheet are included in the agenda packet.
- Copies of each response sent digitally to each commissioner.

Recommendation:

Execute a master agreement for a period of five (5) years with Olsson for engineering services as described in the Request for Qualifications.

Fiscal Note:

Funding Source:

Engineering Services Consolidated Evaluation Form

	BG Consultants	Schwab-Eaton	Earles Engineering	Kaw Valley	Olsson
Vendor Requirements	10	9	10	9.5	10
Detail and Scope	13.375	10.375	10	13.75	14.75
Evaluation	11.75	10	8.25	12	11.625
Totals	35.125	29.375	28.25	35.25	36.375

Engineering Services 2024 Evaluations

Demonstrates the ability to meet the City of Abilene's engineering services needs

Vendor's Requirements (YES=1 NO=0)	**Schwab-Eaton**	**Earles**	**Olsson**	**Kaw Valley**	**BG**
Background and history; number of years in service.	1	1	1	1	1
Experience working with governmental entities.	.75	1	1	1	1
Land use and zoning.	.75	1	1	1	1
Statement the submission includes terms & conditions of RFQ.	.75	1	1	1	1
Proof of Insurance.	1	1	1	1	1
Included two references of similar services.	1	1	1	1	1
Nondiscrimination Policy.	1	1	1	1	1
Licensed engineer in the State of Kansas.	.75	1	1	1	1
Availability of necessary personnel.	1	1	1	1	1
The response is 20 pages or less.	1	1	1	.5	1
Totals	9	10	10	9.5	10

Detail and scope (0-3 scale)	**Schwab-Eaton**	**Earles**	**Olsson**	**Kaw Valley**	**BG**
Describe why your firm is qualified to perform the work and the proposed approach to performing this work.	2	1.75	3	3	3
Describe your firm's experience providing advice and services to City management, staff and governing body.	2.25	2	3	2.625	2.5
Discuss how your current and past experience enable you to effectively and efficiently represent the City of Abilene as city engineer.	2.375	2.25	3	3	2.75
Describe your experience working with cities in the preparation of grant applications.	2.5	2	3	2.75	3
Describe your experience working with cities relating to infrastructure financing districts (TIF, CID, etc).	1.25	2	2.75	2.375	2.125
Totals	10.375	10	14.75	13.75	13.375

Evaluation (0-3 scale)	**Schwab-Eaton**	**Earles**	**Olsson**	**Kaw Valley**	**BG**
The ability to provide the engineering work to the standards required of the City.	2.625	2.5	3	3	3
Ability to provide additional as-needed services.	2.125	1.5	3	3	3
Has the financial resources necessary to perform the required professional services.	2.625	2	3	3	3
Proximity to Abilene.	2.625	2.25	2.625	3	2.75
Totals	10	8.25	11.625	12	11.75

Company:

Evaluation Form-Engineering Services 2024

Demonstrates the ability to meet the City of Abilene's engineering services needs

Vendor's Requirements	**YES (1 point)**	**No (0 points)**
Background and history; number of years in service.		
Experience working with governmental entities.		
Land use and zoning.		
Statement the submission includes terms & conditions of RFQ.		
Proof of Insurance.		
Included two references of similar services.		
Nondiscrimination Policy.		
Licensed engineer in the State of Kansas.		
Availability of necessary personnel.		
The response is 20 pages or less.		

Detail and scope (0-3 scale)	**0 (poor)**	**1 (fair)**	**2 (good)**	**3(excellent)**
Describe why your firm is qualified to perform the work and the proposed approach to performing this work.				
Describe your firm's experience providing advice and services to City management, staff and governing body.				
Discuss how your current and past experience enable you to effectively and efficiently represent the City of Abilene as city engineer.				
Describe your experience working with cities in the preparation of grant applications.				
Describe your experience working with cities relating to infrastructure financing districts (TIF, CID, etc).				

Evaluation (0-3 scale)	**0 (poor)**	**1 (fair)**	**2 (good)**	**3(excellent)**
The ability to provide the engineering work to the standards required of the City.				
Ability to provide additional as-needed services.				
Has the financial resources necessary to perform the required professional services.				
Proximity to Abilene.				

Additional Comments:

Total Points: **Evaluator Recommendation:**

General Information

Introduction

The City of Abilene, Kansas, is requesting Statements of Qualifications from engineering firms to provide municipal engineering and other professional/technical services on an as-needed basis. This includes supervising all work produced by the city, which is subject to the terms of the Kansas State Board of Technical Professions.

As a result of this Request for Qualifications (RFQ) the City will select a top qualifier with whom to commence contract negotiations. If negotiations are successful, the city will enter into a professional services contract with that firm. The City will consider a contract of approximately five (5) years with an option to renew the contract annually. The City reserves the right to conduct periodic reviews of these services. The City retains the option to renew the contract annually upon review of performance and services. The City retains the option to use alternative service methods and service providers when it deems appropriate.

Scope

General services provided under the as-needed engineering contract may include, but are not limited to:

A. Providing on-call professional engineering, including specific engineering, financial and professional services, and other consulting services to assist with the City's need for professional services. Services include, but are not limited to, general technical assistance, review of planning and environmental documents, review of development applications, providing recommendations on conditions of approval for development permits, civil and building plan checking, easement, lot line adjustment, subdivision maps and other subdivision plans and documents checking, capital projects planning, environmental studies, design, project management, specifications and estimates, construction management and observation, permit assistance and observation, financial analysis, formation of assessment districts, special zones of benefits, impact fees and other similar financial programs, and other studies and reports as required.

B. Serving in the capacity of City Engineer.

C. Additional services beyond the general scope, which cannot fully be described at this time, may be necessary if requested by the City.

Requirements

Submissions shall include, as a minimum, the following items:

A. Describe your firm's background and history, including the number of years in business and the scope of service currently provided to clients. Include a statement describing why your firm is qualified to perform the work outlined in this RFQ and detailing the proposed approach to performing this work.

B. Describe your firm's experience and current practice in providing engineering services to governmental entities, specifically municipalities, including the names of current government clients. Describe your firm's experience in providing advice and services to City management, staff, and policy-making boards. Include a discussion of how your current and past experience will enable you to effectively and efficiently represent the City of Abilene as city engineer.

C. Describe your firm's experience and expertise as it specifically relates to land use and zoning.

D. The name of the person(s) authorized to represent the respondent in negotiating and signing any agreement that may result from the submission.

E. Name and qualifications of the individual who will serve as the City Engineer.

F. The names of the professional persons who will assist the City Engineer in performing the work and a current resume for each, including a description of qualifications, skills, and responsibilities.

G. A statement that the submission includes all terms and conditions of the RFQ.

H. Proof of insurance for:
    1. Commercial General Liability, $1,000,000 combined single limit, per occurrence and general aggregate.
    2. Comprehensive Automobile Liability, $1,000,000 combined single limit, per occurrence.
    3. Workers Compensation
    4. Professional Liability, $2,000,000 per claim of annual aggregate.

I. At least two (2) references of former client cities for which similar services have recently been provided. (Include names, phone numbers, and list of projects).

J. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

K. Confirmation that the respondent is a civil engineer licensed to work in the State of Kansas.

L. Written confirmation that the respondent has, and will make available to the project, the necessary personnel.

M. Describe your experience working with cities in the preparation of grant applications.

N. Describe your experience working with cities in the preparation of infrastructure financing districts.

O. Responses will be limited to 20 pages front and back including cover page.

P. Past experience working with the City of Abilene.

Evaluation

A. The city will review submissions received to determine whether or not the respondent meets the following qualifications:

B. Civil Engineer licensed to work in the State of Kansas.

C. Ability to provide the engineering work the city needs to the standards required by the City.

D. Ability to provide additional as-needed services as described in the scope of work.

E. Possession of the financial resources for the performance of the professional services agreement, or the ability to obtain such resources.

F. Being an equal opportunity employer and otherwise legally qualified to enter into the professional services agreement.

G. Proximity to Abilene, KS, and response time to emergency situations.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience, training, and related matters of any firm or individual under consideration for a contract resulting in successfully completing the RFQ process. Said investigation may include, but is not limited to, communication with principal clients, as appropriate, relating to your firm's ability to successfully perform the duties and responsibilities of a city engineer.

Closing Date for Submittal of Qualifications

Submit one (1) digital copy and five (5) hard copies of your proposal in a sealed envelope clearly marked:

City of Abilene: Statement of Qualifications for City Engineer
ATTENTION: Ron Marsh, City Manager
419 N. Broadway
Abilene, KS 67410

Submissions must be received by Tuesday, October 15, 2024, at 2:30 pm (local time). The City of Abilene assumes no responsibility for delayed or undelivered mail packages. Submissions not received by the above-specified date and time will not be considered.

Right to Award or Reject

All proposals will become part of the City's public record on this matter without obligation to the City. This RFQ does not commit the City of Abilene to award a professional services agreement. The City reserves the right to reject all submissions and negotiate an agreement with one of the

submitting firms. The City reserves the right to award the agreement to any firm based on evaluation criteria.

Waiver of Informalities

The City reserves the right to waive minor informalities contained in submissions, when, in the City's sole judgment, it is in the City's best interest to do so.

Incurring Costs

The City accepts no liability for any costs respondents incur in preparing or presenting proposals.

Procedure

The city intends to have a city engineer contracted as soon as possible. The request for qualifications is scheduled to be issued by October 1, 2024. The deadline for submission is October 15, 2024, as described above. To help expedite the process, submissions may be opened as received and reviewed by the City Manager. A selection committee comprised of the City Manager, Mayor, Public Works Director, and Park Maintenance Supervisor will evaluate all submissions and may conduct interviews with finalists as necessary. The selection committee will make a recommendation to the City Commission. Upon the Commission's approval of the recommendation, the City Manager, with the assistance of the City Attorney, will negotiate a master agreement contract.

Open Invitation

It is the intent of the City to accept submissions from any qualified service provider, and the City will advertise this request as broadly as possible. To enhance submission response times and ensure the greatest number of submissions possible, the City is proactively sending invitations to the following known service providers in alphabetical order:

BG Consultants, Inc. Attn: Brian Foster 4806 Vue Du Lac Place Manhattan, KS 66503	Benesch Attn: Emily Molloy 2627 KFB Plaza, Ste. 102W Manhattan, KS 66503	Earles Engineering and Inspection, Inc. 115 W. Iron Salina, KS 67401
Kaw Valley Engineering, Inc. Attn: Leon Osbourn 2319 N. Jackson St. Junction City, KS 66441	Olsson Attn: Mark Bachamp, PE 302 S. 4th St., Ste. 110 Manhattan, KS 66502	PEC Attn: Mike Kelsey 303 S. Topeka Wichita, KS 67202
Schwab Eaton Attn: Amy Lewis 5410 Ledge Stone Dr. Manhattan, KS 66502		

Inquiries

Questions concerning this request for proposals should be submitted to:

Ron Marsh, City Manager
City of Abilene
419 N. Broadway
Abilene, KS 67410
(785) 263-2550
ron@abilenecityhall.com

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, November 25, 2024

Session: Regular Meeting

Topic: 2025 Pay Plan Adjustment

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/Human Resources Director

Background:

On July 8, 2024, the City Commission adopted Resolution No. 070824-3, adopting an updated classification and compensation plan for the City of Abilene, Kansas to ensure appropriate compensation for City Employees as prepared by the Austin Peters Group, Inc.

In the report from the Austin Peters Group, it was recommended that "In planning for 2025 adjustments, it is advised that the ranges presented here be adjusted at the start of the year to account for general market increases. This will help keep pace with peers."

The Consumer Price Index for-Midwest Region shows an increase of 2.88% in the cost-of-living from June 2023 to May 2024.

This Resolution provides for a 3% adjustment to all pay ranges in the pay plan.

Recommendation:

Adopt Resolution 112524-1, A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED TO THE COMPARABLE LABOR MARKET.

Fiscal Note:

This 3% pay plan adjustment was included in the 2025 adopted budget.

Funding Source:

RESOLUTION NO. 112524-1

A RESOLUTION PROVIDING FOR AN ADJUSTMENT TO THE PAY PLAN OF THE CITY OF ABILENE, KANSAS, TO ENSURE APPROPRIATE COMPENSATION FOR CITY EMPLOYEES AS COMPARED WITH THE COMPARABLE LABOR MARKET.

WHEREAS, the City Commission has adopted Resolution Number 070824-2 adopting a classification and compensation plan for the City of Abilene, Kansas, to ensure appropriate compensation for City Employees as prepared by the Austin Peters Group, Inc. The new ranges were put in place on July 19, 2024;

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

SECTION 1. Adjustment to Pay Plan. In order to maintain the adopted pay and classification plan a three percent (3.00%) adjustment will be applied to all pay ranges in the Pay Plan for 2025, as shown in the table below:

RANGE	2024 MIN	2024 MAX	2025 MIN	2025 MAX
1	$18.29	$25.61	$18.84	$26.38
2	$19.28	$26.99	$19.86	$27.80
3	$19.88	$27.84	$20.48	$28.68
4	$21.33	$29.86	$21.97	$30.76
5	$22.82	$31.95	$23.50	$32.91
6	$23.82	$32.16	$24.53	$33.12
7	$26.73	$37.42	$27.53	$38.54
8	$30.79	$43.10	$31.71	$44.39
9	$34.11	$47.75	$35.13	$49.18
10	$39.25	$54.95	$40.43	$56.60
11	$42.62	$59.67	$43.90	$61.46
FIRE RANGE	**2024 MIN**	**2024 MAX**	**2025 MIN**	**2025 MAX**
FIRE 1	$15.89	$22.24	$16.37	$22.91
FIRE 2	$17.89	$25.05	$18.43	$25.80
FIRE 3	$19.41	$27.17	$19.99	$27.99
FIRE 4	$26.89	$37.64	$27.70	$38.77

POLICE RANGE	2024 MIN	2024 MAX	2025 MIN	2025 MAX
POLICE 1	$22.15	$31.01	$22.81	$31.94
POLICE 2	$24.37	$34.12	$25.10	$35.14
POLICE 3	$28.72	$40.21	$29.58	$41.42
POLICE 4	$33.36	$46.70	$34.36	$48.10

SECTION 2. Step System. The adopted 2025 budget incorporated the amounts necessary to execute the provision of the Pay Plan that provides for the above adjustments to the pay plan.

SECTION 3. Implementation. The City Manager is hereby authorized to implement changes to the Pay Plan as provided in the approved Pay Plan document and this Resolution as provided in the applicable resolutions, ordinances, and laws.

SECTION 4. Repeal. Adoption of this Resolution superseded and repeals all previous Pay Plans adopted by the City of Abilene, Kansas.

SECTION 5. Effective Date. That the effects of the Resolution shall be in full force and effective as of January 1, 2025.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 25th day of November 2024.

(Seal)

_____
Brandon Rein, Mayor

ATTEST:

_____
Shayla L. Mohr, CMC
City Clerk

City Commission

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Mayor

Wendy Miller
Vice-Mayor

John Kollhoff
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Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, November 25, 2024

Session: Regular Meeting

Topic: 2025 Fee Schedule changes

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/Human Resources Director

Background:

We have a few proposed changes to the fee schedule for 2025.

1. Change the Recycling Fee from $2.50 per month to $2.75 per month. This will help cover the costs of leasing the tractor for composting operations.
2. Remove the fee for water transfers (move from one house to another) – currently charged $25.00
3. Increase the water reconnection fee from $30.00 to $50.00. Dedicate extra funds to purchasing new style meters that can be turned off/on from the office.
4. Remove Civic Center rental charges – no longer rented out due to Community Foundation sharing the space.
5. Add a refundable deposit of $50.00 for the use of electrical posts at Little Ike Park to cover incidental damages that may occur.
6. Lower cost of bulk millings from $15.00 to $5.00.
7. Solar Permit Ground Mounted $25
8. Solar Permit Roof Mounted – Base Fee $25
9. Solar Permit Roof Mounted – Each $1,000 of value $3.50
10. Solar Permit Roof Mounted – Additional inspections $25

Recommendation:

Adopt Resolution 112524-2, A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER-RELATED FEES OF THE CITY OF ABILENE, KANSAS.

Fiscal Note:

Funding Source:

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Administrative	Facsimile Transmission - 1st Page	$1.00
Administrative	Facsimile Transmission - Additional Pages	$0.50
Administrative	Mailing Fee	$1.00 plus postage
Administrative	Photo Copy Charges - First Page	$1.00
Administrative	Photo Copy Charges - Additional Pages	$0.50
Administrative	Credit Card Fees - Utilities	No Fee
Administrative	Credit Card Fees - All Other Payments	Actual costs (% of sale or flat fee) charged by the specific credit card company used
Airport	Hangar Ground Rental Lease	$0.10 per square ft. of developed structural space per year
Airport	Ground Rental Late Fee (After February 10th)	12%
Airport	Ground Rental Late Fee (After February 15th)	$5.00 per day
Airport	Hanger Rental	$90.00 per month
Airport	Hangar Rental Late Fee (After 10th of month)	12%
Airport	Hangar Rental Late Fee (After 15th of month)	$5.00 per day
Alcoholic Beverages	Alcoholic Liquor Distributor	$500.00
Alcoholic Beverages	Alcoholic Liquor Retailer (2-year license)	$500.00
Alcoholic Beverages	Alcoholic Liquor Temporary Permit	$25.00
Alcoholic Beverages	Cereal Malt Beverage - Consumption on premise	$200.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Packaged Sales	$50.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Special Event/Temporary Permit	$25.00 plus applicable ABC fees
Alcoholic Beverages	Class "A" Club (2-year license)	$300.00
Alcoholic Beverages	Class "B" Club (2-year license)	$500.00
Alcoholic Beverages	Caterer (Temporary)	$25.00 per day
Alcoholic Beverages	Drinking Establishment (2-year license)	$500.00
Community Development	Chicken Permit-Annual Fee	$25.00
Animal Control	Dog License Fee - Spayed/Neutered	$2.00
Animal Control	Dog License Fee - Not Spayed/Neutered	$5.00
Animal Control	Dog License Late Fee (After March 1st)	$2.00
Animal Control	Kennel License	$25.00
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$25.00 initial fee
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$5.00 annual renewal fee
Business	Adult Oriented Business	$250.00
Business	Fireworks License (4 Days Retail Sale)	$500.00
Business	Ice Cream Vendor - License (6 Months)	$25.00
Business	Ice Cream Vendor - Vehicle Fee	$10.00
Business	Mobile Food Vendor License-annual	$100.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Business	Mobile Food Vendor License-up to 3 day event	$25.00
Business	Solid Waste Hauler License (per truck)	$36.00
Business	Solicitors License (6 months)	$25.00
Business	Precious Metals/Pawnbroker license (annual)	$25.00 (established by statute)
Business	Transient Merchant License (90 days)	$50.00
Community Development	Building Permit - Base Fee	$25.00
Community Development	Building Permit - Each $1,000 of value	$3.50
Community Development	Building Permit - Additional Inspections	$25.00
Community Development	Electrical Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Sewer	$10.00
Community Development	Plumbing Permit - Septic	$20.00
Community Development	Mechanical Permit - Base Fee	$25.00
Community Development	Solar Permit-Ground Mounted	$25.00
Community Development	Solar Permit - Roof Mounted Base Fee	$25.00
Community Development	Solar Permit - Roof Mounted - Each $1,000 of value	$3.50
Community Development	Solar Permit - Roof Mounted Additional Inspections	$25.00
Community Development	Curb Cut/Driveway Permit	$25.00
Community Development	Demolition Permit-Residential	$25.00
Community Development	Demolition Permit-Commercial	$50.00
Community Development	Development Approval Application	$250.00
Community Development	Fence Permit	$25.00
Community Development	Mobile Home Permit	$50.00
Community Development	Roof Permit	$25.00
Community Development	Sign Permit - Base Fee	$25.00
Community Development	Licensing - Roofing Contractor-initial	$200.00
Community Development	Licensing - Roofing Contractor-renewal	$25.00 per year
Community Development	Licensing - Electrical Contractor-initial	$200.00
Community Development	Licensing - Master Electrician-renewal	$20.00 per year
Community Development	Licensing - Journeyman Electrician-renewal	$ 15.00 per year
Community Development	Licensing - Apprentice Electrician-renewal	$5.00 per year
Community Development	Licensing - Mechanical Contractor-initial	$200.00
Community Development	Licensing - Master Mechanical-renewal	$20.00 per year
Community Development	Licensing - Journeyman Mechanical-renewal	$15.00 per year
Community Development	Licensing - Apprentice Mechanical-renewal	$5.00 per year
Community Development	Licensing - Plumbing Contractor-initial	$200.00
Community Development	Licensing - Master Plumber-renewal	$20.00 per year
Community Development	Licensing - Journeyman Plumber-renewal	$15.00 per year
Community Development	Licensing - Apprentice Plumber-renewal	$5.00 per year

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Community Development	Nuisance Abatement/Code Case Mowing Fee	$100.00 per hour
Community Development	Nuisance Abatement/Code Case Tree Removal	$150.00 per hour
CVB	Civic Center Rental (6 hours) $100 deposit	$100.00
CVB	Civic Center Rental (6 hours) $100 deposit Non-Profit Organization	$80.00
CVB	Civic Center Rental (12 hours) $100 deposit	$175.00
CVB	Civic Center Rental (12 hours) $100 deposit Non-Profit Organization	$120.00
CVB	Civic Center Rental Weddings $500 deposit (8:00 am Friday - 1:00 pm Sunday)	$500.00
CVB	Table and chair set up (requires one week notice)	$150.00
Municipal Court	Court Costs	$100.00
Municipal Court	Court Record	$5.00 per case
Municipal Court	Warrant fee	$45.00 per warrant
Municipal Court	30-Day Notice (Late Fee)	$5.00
Municipal Court	Diverson Fee	$150.00-$250.00
Municipal Court	DUI Evaluation Fee	$150.00
Municipal Court	Court Appointed Attorney Fee	$250.00 per case upon conviction
Municipal Court	Fine/Bond Fee Schedule	established by Municipal Court Judge
Open Public Records	1st Page-copying fee	$1.00
Open Public Records	Each Additional Page-copying fee	$0.50
Open Public Records	Fax fee-1st page	$1.00
Open Public Records	Fax fee-each additional page	$0.50
Open Public Records	Mailing Fee	Actual cost of mailing plus $1.00
Open Public Records	Inspection/Research Fee- Readily Available Rec	No Charge
Open Public Records	Inspection/Research Fee Minimum	$10.00
Open Public Records	Inspection/Research Fee Above Minimum	Hourly rate of employee performing search plus 20%
Parks & Recreation	Community Center-Multi-Purpose Room	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Community Center-Basketball Court	$30.00 per court per hour
Parks & Recreation	Community Center-Volleyball Court	$15.00 per court per hour
Parks & Recreation	Senior Center rental	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Band Shell Rental-with Electricity	$25.00
Parks & Recreation	Band Shell Rental-without Electricity	$15.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Parks & Recreation	Ball Diamonds-individual games	$25.00 per field
Parks & Recreation	Ball Diamonds-tournaments	$100.00 per field per day
Parks & Recreation	Rose Garden-all day	$100.00
Parks & Recreation	Little Ike Park Electrical Post Damage Deposit	$50.00 Refundable Deposit
Police	Special Purpose Vehicle	$50.00
Police	Fingerprints	$20.00 per card
Police	Accident Reports	$5.00
Police	Offense Reports	$5.00
Police	Research/Redaction Fee	Report fee plus hourly rate of employee time used
Police	Case photo(s)	$10.00
Police	Case Video(s)	$20.00
Police	Video Redaction	$50.00 minimum plus case video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Police	View Video	$20.00 plus hourly wage of employee monitoring the viewing.
Police	View Video Redaction	$50.00 minimum plus view video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Public Works	Right-of-Way Permit	$25.00
Public Works	Bulk Asphalt Millings-loaded	$5.00 per ton
Public Works	Sewer-Extraterritorial Sewer Connection	$1,500.00
Public Works	Sewer Tap Fee-if Street Work required	$500.00
Public Works	Sewer Truck-use to neighboring cities	$350.00 per hour plus mileage
Recycling	Monthly Recycling Fee	$2.75
Sewer	Inside City Limits Monthly Minimum Charge-Ordinance 24-3442, effective 2/1/2024	$15.30
Sewer	Inside City Limits Winter Water Usage Average-Ordinance 24-3442, effective 2/1/2024	$0.644 per 100 gallons

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Sewer	Outside City Limits Monthly Minimum Charge-Ordinance 24-3442, effective 2/1/2024	$22.94
Sewer	Outside City Limits Winter Water Usage Average-Ordinance 24-3342, effective 2/1/2024	$0.966 per 100 gallons
Storm Drain	Drainage Unit	$1.25
Storm Drain	Single Family Dwelling (1 DU)	$1.25
Storm Drain	Multiple Family Dwelling (up to 6 units)	.7 DU per unit
Storm Drain	Multiple Family Dwelling (7 tp 40 units)	.5 DU per unit
Storm Drain	Multiple Family Dwelling (over 40 units)	.4 DU per unit
Storm Drain	Central Business District (Double frontage and corner lots assessed for the shortest frontage)	One DU per 25 ft. or increment of frontage
Storm Drain	Commercial/Industrial Surface Less than 20,000 SF	3.00 x $1.25 = $3.75
Storm Drain	Commercial/Industrial Surface 20,000 to 29,999 SF	3.50 x $1.25 = $4.38
Storm Drain	Commercial/Industrial Surface 30,000 to 39,999 SF	4.00 x $1.25 = $5.00
Storm Drain	Commercial/Industrial Surface 40,000 to 49,999 SF	5.40 x $1.25 = $6.75
Storm Drain	Commercial/Industrial Surface 50,000 to 59,999 SF	6.80 x $1.25 = $8.50
Storm Drain	Commercial/Industrial Surface 60,000 to 69,999 SF	8.50 x $1.25 = $10.63
Storm Drain	Commercial/Industrial Surface 70,000 to 79,999 SF	10.20 x $1.25 = $12.75
Storm Drain	Commercial/Industrial Surface 80,000 to 89,999 SF	11.90 x $1.25 = $14.88
Storm Drain	Commercial/Industrial Surface 90,000 to 99,999 SF	13.60 x $1.25 = $17.00
Storm Drain	Commercial/Industrial Surface 100,000 to 119,999 SF	17.00 x $1.25 = $21.25
Storm Drain	Commercial/Industrial Surface 120,000 to 139,999 SF	20.40 x $1.25 = $25.50
Storm Drain	Commercial/Industrial Surface 140,000 to 159,999 SF	23.80 x $1.25 = $29.75
Storm Drain	Commercial/Industrial Surface 160,000 to 179,999 SF	27.30 x $1.25 = $34.13

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Storm Drain	Commercial/Industrial Surface 180,000 to 199,999 SF	30.70 x $1.25 = $38.38
Storm Drain	Commercial/Industrial Surface 200,000 to 219,999 SF	34.10 x $1.25 = $42.63
Storm Drain	Commercial/Industrial Surface 220,000 to 239,999 SF	37.50 x $1.25 = $46.88
Storm Drain	Commercial/Industrial Surface 240,000 to 259,999 SF	40.90 x $1.25 = $51.13
Storm Drain	Commercial/Industrial Surface 260,000 to 279,999 SF	44.30 x $1.25 = 55.38
Storm Drain	Commercial/Industrial Surface 280,000 to 299,999 SF	47.70 x $1.25 = $59.63
Storm Drain	Commercial/Industrial Surface 300,000 to 319,999 SF	51.10 x $1.25 = $63.88
Storm Drain	Commercial/Industrial Surface 320,000 to 339,999 SF	54.50 x $1.25 = $68.13
Storm Drain	Commercial/Industrial Surface 340,000 to 359,999 SF	57.90 x $1.25 = $72.38
Storm Drain	Commercial/Industrial Surface 360,000 to 379,999 SF	61.30 x $1.25 = $76.63
Storm Drain	Commercial/Industrial Surface 380,000 to 399,999 SF	64.80 x $1.25 = $81.00
Storm Drain	Commercial/Industrial Surface 400,000 to 419,999 SF	68.20 x $1.25 = 85.25
Storm Drain	Commercial/Industrial Surface 420,000 to 439,999 SF	71.60 x $1.25 = $89.50
Storm Drain	Commercial/Industrial Surface 440,000 to 459,999 SF	75.00 x $1.25 = $93.75
Storm Drain	Commercial/Industrial Surface 460,000 to 479,999 SF	78.40 x $1.25 = $98.00
Storm Drain	Commercial/Industrial Surface 480,000 to	81.80 x $1.25 = $102.25
Storm Drain	Commercial/Industrial Surface 500,000 SF and Over	85.20 x $1.25 = $106.50
Water	Water/Sewer Application Fee	$25.00
Water	Water/Sewer Transfer Fee	$0.00
Water	Water Reconnection Fee	$50.00
Water	3/4" Water Service - Inside City Limits	$1,800.00
Water	3/4" Water Service - Outsided City Limits	$1,800.00 plus $750.00 Service Fee
Water	1" Water Service - Inside City Limits	$1,950.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Water	1" Water Service - Outside City Limits	$1,950.00 plus $750.00 Service Fee
Water	2" Water Service - Inside City Limits	Actual cost of Time, Material & Equipment plus 10%
Water	2" Water Service - Outside City Limits	$3,000 service fee plus the actual cost of time, material & equipment plus 10%
Water	Any new Service involving Railroad Tracks	Actual cost of Service plus Permittng Process
Water	Bulk Water	$25.00 plus $2.00 per 100 gallons
Water	Residential in City Limits monthly minimum-Ordinance 24-3442, effective 2/1/24	$18.77
Water	Residential in City Limits-Base Tier-Ordinance 24-3442, effective 2/1/24	$0.447 per 100 gallons
Water	Commercial in City Limits monthly minimum-Ordinance 24-3442, effective 2/1/24	$18.77
Water	Commercial in City Limits 0-225,000 gallons-Ordinance 24-3442, effective 2/1/24	$0.447 per 100 gallons
Water	Commercial in City Limits 225,001 gallons & higher-Ordinance 24-3442, effective 3/1/24	$0.379 per 100 gallons
Water	Residential Outside City Limits monthly minimum-Ordinance 24-3442, effective 2/1/24	$37.54
Water	Residential Outside City Limits Base Tier-Ordinance 24-3342, effective 2/1/24	$0.897 per 100 gallons
Water	Commercial Outside City Limits monthly minimum-Ordinance 24-3442, effective 2/1/24	$37.54
Water	Commercial Outside City Limits 0-225,000 gallons-Ordinance 24-3442, effective 2/1/24	$0.897 per 100 gallons
Water	Commercial Outside City Limits 225,001 gallons & higher-Ordinance 24-3442, effective 2/1/24	$0.758 per 100 gallons

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Administrative	Facsimile Transmission - 1st Page	$1.00
Administrative	Facsimile Transmission - Additional Pages	$0.50
Administrative	Mailing Fee	$1.00 plus postage
Administrative	Photo Copy Charges - First Page	$1.00
Administrative	Photo Copy Charges - Additional Pages	$0.50
Administrative	Credit Card Fees - Utilities	No Fee
Administrative	Credit Card Fees - All Other Payments	Actual costs (% of sale or flat fee) charged by the specific credit card company used
Airport	Hangar Ground Rental Lease	$0.10 per square ft. of developed structural space per year
Airport	Ground Rental Late Fee (After February 10th)	12%
Airport	Ground Rental Late Fee (After February 15th)	$5.00 per day
Airport	Hanger Rental	$90.00 per month
Airport	Hangar Rental Late Fee (After 10th of month)	12%
Airport	Hangar Rental Late Fee (After 15th of month)	$5.00 per day
Alcoholic Beverages	Alcoholic Liquor Distributor	$500.00
Alcoholic Beverages	Alcoholic Liquor Retailer (2-year license)	$500.00
Alcoholic Beverages	Alcoholic Liquor Temporary Permit	$25.00
Alcoholic Beverages	Cereal Malt Beverage - Consumption on premise	$200.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Packaged Sales	$50.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Special Event/Temporary Permit	$25.00 plus applicable ABC fees
Alcoholic Beverages	Class "A" Club (2-year license)	$300.00
Alcoholic Beverages	Class "B" Club (2-year license)	$500.00
Alcoholic Beverages	Caterer (Temporary)	$25.00 per day
Alcoholic Beverages	Drinking Establishment (2-year license)	$500.00
Community Development	Chicken Permit-Annual Fee	$25.00
Animal Control	Dog License Fee - Spayed/Neutered	$2.00
Animal Control	Dog License Fee - Not Spayed/Neutered	$5.00
Animal Control	Dog License Late Fee (After March 1st)	$2.00
Animal Control	Kennel License	$25.00
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$25.00 initial fee
Animal Control	Miniature Vietnamese Pot-Bellied pigs	$5.00 annual renewal fee
Business	Adult Oriented Business	$250.00
Business	Fireworks License (4 Days Retail Sale)	$500.00
Business	Ice Cream Vendor - License (6 Months)	$25.00
Business	Ice Cream Vendor - Vehicle Fee	$10.00
Business	Mobile Food Vendor License-annual	$100.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Business	Mobile Food Vendor License-up to 3 day event	$25.00
Business	Solid Waste Hauler License (per truck)	$36.00
Business	Solicitors License (6 months)	$25.00
Business	Precious Metals/Pawnbroker license (annual)	$25.00 (established by statute)
Business	Transient Merchant License (90 days)	$50.00
Community Development	Building Permit - Base Fee	$25.00
Community Development	Building Permit - Each $1,000 of value	$3.50
Community Development	Building Permit - Additional Inspections	$25.00
Community Development	Electrical Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Base Fee	$25.00
Community Development	Plumbing Permit - Sewer	$10.00
Community Development	Plumbing Permit - Septic	$20.00
Community Development	Mechanical Permit - Base Fee	$25.00
Community Development	Solar Permit-Ground Mounted	$25.00
Community Development	Solar Permit - Roof Mounted Base Fee	$25.00
Community Development	Solar Permit - Roof Mounted - Each $1,000 of	
	value	$3.50
Community Development	Solar Permit - Roof Mounted	
	Additional Inspections	$25.00
Community Development	Curb Cut/Driveway Permit	$25.00
Community Development	Demolition Permit-Residential	$25.00
Community Development	Demolition Permit-Commercial	$50.00
Community Development	Development Approval Application	$250.00
Community Development	Fence Permit	$25.00
Community Development	Mobile Home Permit	$50.00
Community Development	Roof Permit	$25.00
Community Development	Sign Permit - Base Fee	$25.00
Community Development	Licensing - Roofing Contractor-initial	$200.00
Community Development	Licensing - Roofing Contractor-renewal	$25.00 per year
Community Development	Licensing - Electrical Contractor-initial	$200.00
Community Development	Licensing - Master Electrician-renewal	$20.00 per year
Community Development	Licensing - Journeyman Electrician-renewal	$ 15.00 per year
Community Development	Licensing - Apprentice Electrician-renewal	$5.00 per year
Community Development	Licensing - Mechanical Contractor-initial	$200.00
Community Development	Licensing - Master Mechanical-renewal	$20.00 per year
Community Development	Licensing - Journeyman Mechanical-renewal	$15.00 per year
Community Development	Licensing - Apprentice Mechanical-renewal	$5.00 per year
Community Development	Licensing - Plumbing Contractor-initial	$200.00
Community Development	Licensing - Master Plumber-renewal	$20.00 per year
Community Development	Licensing - Journeyman Plumber-renewal	$15.00 per year
Community Development	Licensing - Apprentice Plumber-renewal	$5.00 per year

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Community Development	Nuisance Abatement/Code Case Mowing Fee	$100.00 per hour
Community Development	Nuisance Abatement/Code Case Tree Removal	$150.00 per hour
CVB	Civic Center Rental (6 hours) $100 deposit	$100.00
CVB	Civic Center Rental (6 hours) $100 deposit Non-Profit Organization	$80.00
CVB	Civic Center Rental (12 hours) $100 deposit	$175.00
CVB	Civic Center Rental (12 hours) $100 deposit Non-Profit Organization	$120.00
CVB	Civic Center Rental Weddings $500 deposit (8:00 am Friday - 1:00 pm Sunday)	$500.00
CVB	Table and chair set up (requires one week notice)	$150.00
Municipal Court	Court Costs	$100.00
Municipal Court	Court Record	$5.00 per case
Municipal Court	Warrant fee	$45.00 per warrant
Municipal Court	30-Day Notice (Late Fee)	$5.00
Municipal Court	Diverson Fee	$150.00-$250.00
Municipal Court	DUI Evaluation Fee	$150.00
Municipal Court	Court Appointed Attorney Fee	$250.00 per case upon conviction
Municipal Court	Fine/Bond Fee Schedule	established by Municipal Court Judge
Open Public Records	1st Page-copying fee	$1.00
Open Public Records	Each Additional Page-copying fee	$0.50
Open Public Records	Fax fee-1st page	$1.00
Open Public Records	Fax fee-each additional page	$0.50
Open Public Records	Mailing Fee	Actual cost of mailing plus $1.00
Open Public Records	Inspection/Research Fee- Readily Available Rec	No Charge
Open Public Records	Inspection/Research Fee Minimum	$10.00
Open Public Records	Inspection/Research Fee Above Minimum	Hourly rate of employee performing search plus 20%
Parks & Recreation	Community Center-Multi-Purpose Room	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Community Center-Basketball Court	$30.00 per court per hour
Parks & Recreation	Community Center-Volleyball Court	$15.00 per court per hour
Parks & Recreation	Senior Center rental	$40.00 for first 2 hours, $10.00 each additional hour
Parks & Recreation	Band Shell Rental-with Electricity	$25.00
Parks & Recreation	Band Shell Rental-without Electricity	$15.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Parks & Recreation	Ball Diamonds-individual games	$25.00 per field
Parks & Recreation	Ball Diamonds-tournaments	$100.00 per field per day
Parks & Recreation	Rose Garden-all day	$100.00
Parks & Recreation	Little Ike Park Electrical Post Damage Deposit	$50.00 Refundable Deposit
Police	Special Purpose Vehicle	$50.00
Police	Fingerprints	$20.00 per card
Police	Accident Reports	$5.00
Police	Offense Reports	$5.00
Police	Research/Redaction Fee	Report fee plus hourly rate of employee time used
Police	Case photo(s)	$10.00
Police	Case Video(s)	$20.00
Police	Video Redaction	$50.00 minimum plus case video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Police	View Video	$20.00 plus hourly wage of employee monitoring the viewing.
Police	View Video Redaction	$50.00 minimum plus view video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Public Works	Right-of-Way Permit	$25.00
Public Works	Bulk Asphalt Millings-loaded	$5.00 per ton
Public Works	Sewer-Extraterritorial Sewer Connection	$1,500.00
Public Works	Sewer Tap Fee-if Street Work required	$500.00
Public Works	Sewer Truck-use to neighboring cities	$350.00 per hour plus mileage
Recycling	Monthly Recycling Fee	$2.75
Sewer	Inside City Limits Monthly Minimum Charge-Ordinance 24-3442, effective 2/1/2024	$15.30
Sewer	Inside City Limits Winter Water Usage Average-Ordinance 24-3442, effective 2/1/2024	$0.644 per 100 gallons

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Sewer	Outside City Limits Monthly Minimum Charge-Ordinance 24-3442, effective 2/1/2024	$22.94
Sewer	Outside City Limits Winter Water Usage Average-Ordinance 24-3342, effective 2/1/2024	$0.966 per 100 gallons
Storm Drain	Drainage Unit	$1.25
Storm Drain	Single Family Dwelling (1 DU)	$1.25
Storm Drain	Multiple Family Dwelling (up to 6 units)	.7 DU per unit
Storm Drain	Multiple Family Dwelling (7 tp 40 units)	.5 DU per unit
Storm Drain	Multiple Family Dwelling (over 40 units)	.4 DU per unit
Storm Drain	Central Business District (Double frontage and corner lots assessed for the shortest frontage)	One DU per 25 ft. or increment of frontage
Storm Drain	Commercial/Industrial Surface Less than 20,000 SF	3.00 x $1.25 = $3.75
Storm Drain	Commercial/Industrial Surface 20,000 to 29,999 SF	3.50 x $1.25 = $4.38
Storm Drain	Commercial/Industrial Surface 30,000 to 39,999 SF	4.00 x $1.25 = $5.00
Storm Drain	Commercial/Industrial Surface 40,000 to 49,999 SF	5.40 x $1.25 = $6.75
Storm Drain	Commercial/Industrial Surface 50,000 to 59,999 SF	6.80 x $1.25 = $8.50
Storm Drain	Commercial/Industrial Surface 60,000 to 69,999 SF	8.50 x $1.25 = $10.63
Storm Drain	Commercial/Industrial Surface 70,000 to 79,999 SF	10.20 x $1.25 = $12.75
Storm Drain	Commercial/Industrial Surface 80,000 to 89,999 SF	11.90 x $1.25 = $14.88
Storm Drain	Commercial/Industrial Surface 90,000 to 99,999 SF	13.60 x $1.25 = $17.00
Storm Drain	Commercial/Industrial Surface 100,000 to 119,999 SF	17.00 x $1.25 = $21.25
Storm Drain	Commercial/Industrial Surface 120,000 to 139,999 SF	20.40 x $1.25 = $25.50
Storm Drain	Commercial/Industrial Surface 140,000 to 159,999 SF	23.80 x $1.25 = $29.75
Storm Drain	Commercial/Industrial Surface 160,000 to 179,999 SF	27.30 x $1.25 = $34.13

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Storm Drain	Commercial/Industrial Surface 180,000 to 199,999 SF	30.70 x $1.25 = $38.38
Storm Drain	Commercial/Industrial Surface 200,000 to 219,999 SF	34.10 x $1.25 = $42.63
Storm Drain	Commercial/Industrial Surface 220,000 to 239,999 SF	37.50 x $1.25 = $46.88
Storm Drain	Commercial/Industrial Surface 240,000 to 259,999 SF	40.90 x $1.25 = $51.13
Storm Drain	Commercial/Industrial Surface 260,000 to 279,999 SF	44.30 x $1.25 = 55.38
Storm Drain	Commercial/Industrial Surface 280,000 to 299,999 SF	47.70 x $1.25 = $59.63
Storm Drain	Commercial/Industrial Surface 300,000 to 319,999 SF	51.10 x $1.25 = $63.88
Storm Drain	Commercial/Industrial Surface 320,000 to 339,999 SF	54.50 x $1.25 = $68.13
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Storm Drain	Commercial/Industrial Surface 400,000 to 419,999 SF	68.20 x $1.25 = 85.25
Storm Drain	Commercial/Industrial Surface 420,000 to 439,999 SF	71.60 x $1.25 = $89.50
Storm Drain	Commercial/Industrial Surface 440,000 to 459,999 SF	75.00 x $1.25 = $93.75
Storm Drain	Commercial/Industrial Surface 460,000 to 479,999 SF	78.40 x $1.25 = $98.00
Storm Drain	Commercial/Industrial Surface 480,000 to	81.80 x $1.25 = $102.25
Storm Drain	Commercial/Industrial Surface 500,000 SF and Over	85.20 x $1.25 = $106.50
Water	Water/Sewer Application Fee	$25.00
Water	Water/Sewer Transfer Fee	$0.00
Water	Water Reconnection Fee	$50.00
Water	3/4" Water Service - Inside City Limits	$1,800.00
Water	3/4" Water Service - Outsided City Limits	$1,800.00 plus $750.00 Service Fee
Water	1" Water Service - Inside City Limits	$1,950.00

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 112524-2	
Category	**Description**	**Amount**
Water	1" Water Service - Outside City Limits	$1,950.00 plus $750.00 Service Fee
Water	2" Water Service - Inside City Limits	Actual cost of Time, Material & Equipment plus 10%
Water	2" Water Service - Outside City Limits	$3,000 service fee plus the actual cost of time, material & equipment plus 10%
Water	Any new Service involving Railroad Tracks	Actual cost of Service plus Permittng Process
Water	Bulk Water	$25.00 plus $2.00 per 100 gallons
Water	Residential in City Limits monthly minimum-Ordinance 24-3442, effective 2/1/24	$18.77
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RESOLUTION NO. 112524-2

A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER-RELATED FEES OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene provides many specific services for the citizens of Abilene;

WHEREAS, specific individuals benefit from said services; and

WHEREAS, it is appropriate public policy to require specific individuals benefiting from specific services to pay all or a portion of the cost of such services; and

WHEREAS, the Governing Body has determined that the cost of providing services should be recuperated, when possible, through the enactment of fees; and

WHEREAS, Abilene Code Section 1-310 provides that the Governing Body shall determine, by resolution, all license fees, permit fees and other user-related fees established by the ordinances of the City;

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

Section 1. There is hereby compiled, enacted and adopted a Schedule of License, Permit, other User Related Fees for use within the service area of the City of Abilene, Kansas, as attached hereto.

Section 2. All previous Resolutions regarding a Schedule of Fees are hereby repealed.

Section 3. That this Resolution shall be in full force and effect January 1, 2025.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas, this 25th day of November 2024.

CITY OF ABILENE, KANSAS

_____

Brandon Rein, Mayor

ATTEST:

_____

Shayla L. Mohr, CMC, City Clerk

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, November 25, 2024

Session: Regular Meeting

Topic: Courthouse Addition final replat

Department: Community Development

Staff Contact: Kari Zook

Background:

- The final replat for the Courthouse Addition is attached for review. City staff and Olsson Engineering have reviewed the final replat, and no issues have been identified.
- The Dickinson County Courthouse recently completed a vast expansion and historic rehabilitation project. This final replat will clean up all records pertaining to the parcels in that vicinity.
- The Planning Commission held a public hearing on November 5, 2024, and recommended approval of the final replat with a vote of 6-0.

Recommendation:

Approve the Courthouse Addition final replat.

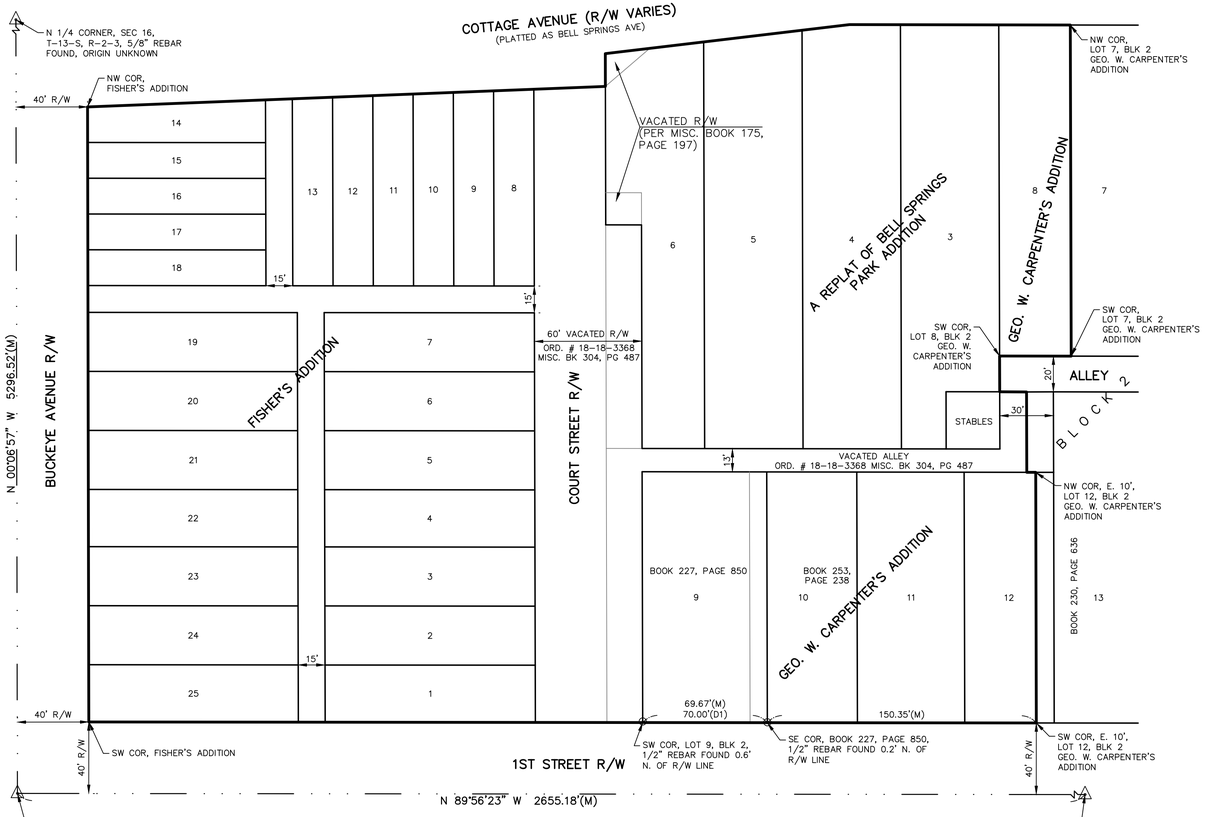
Fiscal Note:

N/A

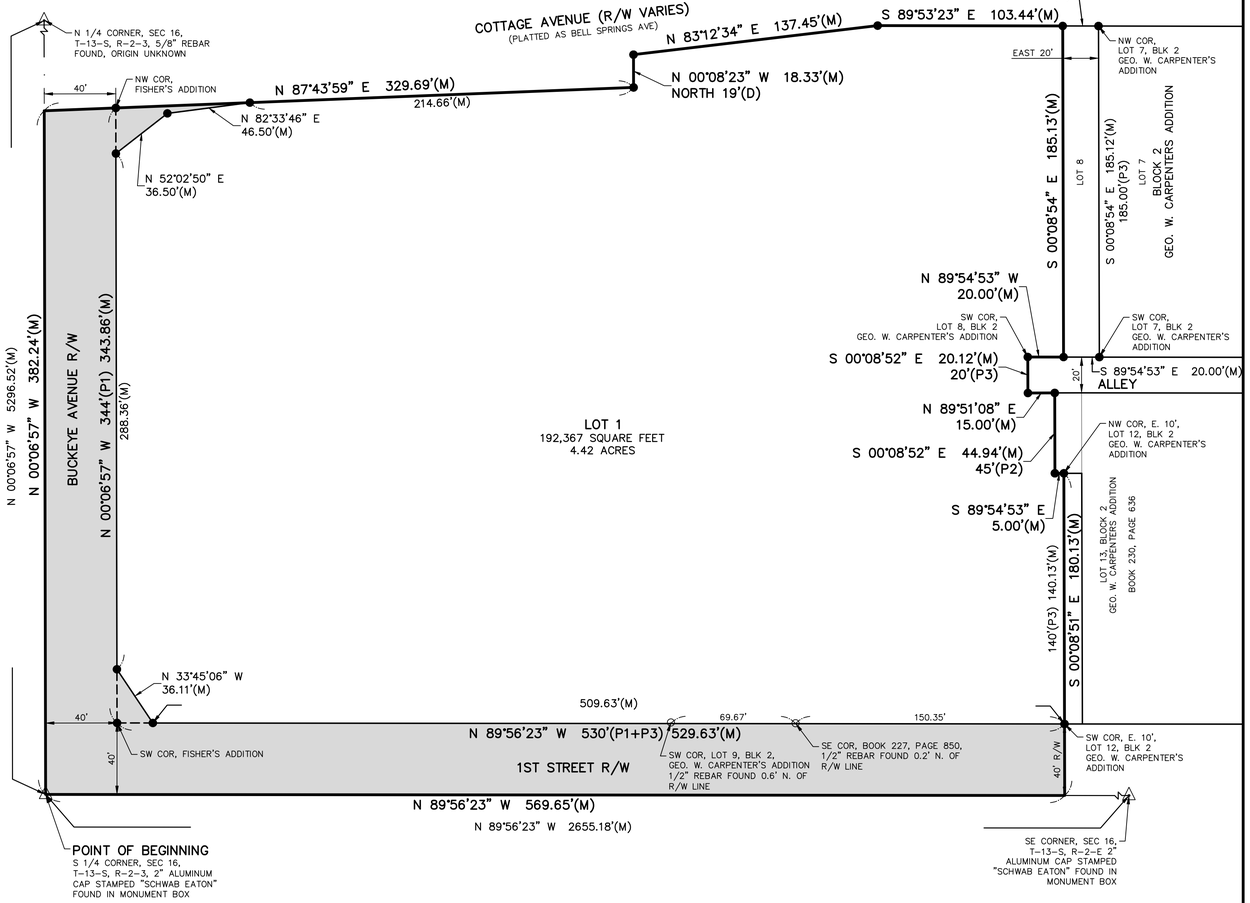
Funding Source:

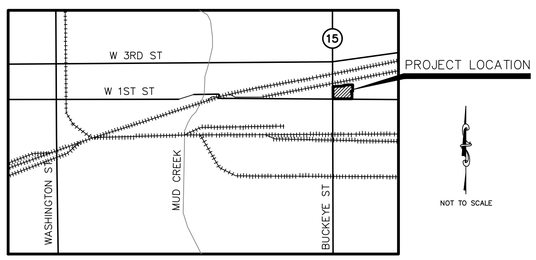
N/A

ORIGINAL



REPLAT

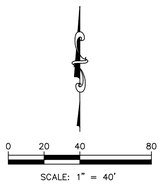




LOCATION MAP
ABILENE, KANSAS

LEGEND

- SECTION CORNER FOUND
- 1/2" REBAR FOUND, ORIGIN UNCERTAIN
- 1/2" X 24" REBAR W/ "KVE CLS-20" CAP SET
- (P1) PLATTED DISTANCE PER FISHER'S ADDITION
- (P2) PLATTED DISTANCE PER THE REPLAT OF BELLE SPRINGS PARK ADDITION
- (P3) PLATTED DISTANCE PER GEO. W. CARPENTER'S ADDITION
- (M) MEASURED BEARING AND DISTANCE
- (D) DEEDED PER BOOK 175 PAGE 197
- (D1) DEEDED PER BOOK 227 PAGE 850
- RIGHT-OF-WAY DEDICATED OR REDEDICATED BY THIS PLAT



FINAL PLAT OF
COURTHOUSE ADDITION
TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS

A REPLAT OF FISHER'S ADDITION, AND ALL OF LOTS 3, 4, 5, AND 6 IN THE REPLAT OF BELL SPRINGS PARK ADDITION, AND ALL OF LOTS 8, 9, 10, 11, AND A PORTION OF LOT 12, BLOCK 2, IN GEO. W. CARPENTER'S, AND VACATED COURT STREET, AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOTS IN THE REPLAT OF BELL SPRINGS PARK ADDITION AND GEO. W. CARPENTER'S ADDITION, ALL IN THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS.

KAW VALLEY ENGINEERING, INC.
2319 NORTH JACKSON – PO BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jc@kveng.com | www.kveng.com

DATE OF PREPARATION: JUNE 25, 2024 PROJECT NO. A18S8626 SHEET 1 OF 2

PROPERTY DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 2 EAST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ALL OF LOTS 1 THROUGH 25 OF FISHER'S ADDITION, INCLUDING THE PLATTED ALLEYS AND STREETS OF SAID FISHER'S ADDITION, AND LOTS 3 THROUGH 6 OF THE REPLAT OF BELL SPRINGS PARK ADDITION, AND A PORTION OF LOT COTTAGE MOTEL GROUNDS AND A PORTION OF LOT 8 AND LOTS 9 THROUGH 11 AND A PORTION OF LOT 12 IN BLOCK 2 OF GEO. W. CARPENTER'S ADDITION, INCLUDING A PORTION OF THE PLATTED STREETS AND ALLEYS OF SAID GEO. W. CARPENTER'S ADDITION, AND A PORTION OF BUCKEYE STREET RIGHT-OF-WAY, AND A PORTION OF FIRST STREET RIGHT-OF-WAY, LOCATED IN THE CITY OF ABILENE, COUNTY OF DICKINSON, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED BY JASON R. LOADER, P.S. 1462 ON SEPTEMBER 30, 2024 AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE ON THE WEST LINE OF SAID SOUTHEAST QUARTER, N 00°06'57" W 382.24 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF BELL SPRINGS AVE OF SAID REPLAT OF BELL SPRINGS PARK ADDITION; THENCE ON SAID WESTERLY PROLONGATION AND SOUTH RIGHT-OF-WAY LINE, N 87°43'59" E 329.69 FEET TO THE EAST LINE OF SAID FISHER'S ADDITION AND THE SOUTHWEST CORNER OF THE TRIANGLE TRACT DESCRIBED IN THE VACATION ORDER RECORDED IN MISC. BOOK 175 PAGE 197; THENCE ON THE WEST LINE OF SAID TRIANGLE TRACT, N 00°08'23" W 18.33 FEET TO THE NORTHWEST CORNER OF SAID TRIANGLE TRACT; THENCE ON THE NORTH LINE OF SAID TRIANGLE TRACT AND SAID SOUTH RIGHT-OF-WAY LINE OF BELL SPRINGS AVE, N 83°12'34" E 137.45 FEET TO A CORNER OF SAID SOUTH RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID SOUTH RIGHT-OF-WAY LINE, S 89°53'23" E 103.44 FEET TO THE NORTHWEST CORNER OF THE EAST 20 FEET OF SAID LOT 8 IN BLOCK 2 OF GEO. W. CARPENTER'S ADDITION; THENCE ON THE WEST LINE OF SAID EAST 20 FEET OF LOT 8, S 00°08'54" E 185.13 FEET TO THE SOUTHWEST CORNER OF SAID EAST 20 FEET OF LOT 8; THENCE ON THE SOUTH LINE OF SAID LOT 8, N 89°54'53" W 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE EAST LINE OF SAID REPLAT OF BELL SPRINGS PARK ADDITION; THENCE ON SAID EAST LINE, S 00°08'52" E 20.12 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 13 IN SAID BLOCK 2 OF GEO. W. CARPENTER'S ADDITION; THENCE ON SAID WESTERLY PROLONGATION, N 89°51'08" E 15.00 FEET TO THE CENTERLINE OF THE NORTH-SOUTH PORTION OF THE PLATTED ALLEY OF SAID GEO. W. CARPENTER'S ADDITION; THENCE ON SAID CENTERLINE, S 00°08'52" E 44.94 FEET TO THE NORTH LINE OF SAID LOT 12 IN BLOCK 2 OF GEO. W. CARPENTER'S ADDITION; THENCE ON SAID NORTH LINE, S 89°54'53" E 5.00 FEET TO THE NORTHWEST CORNER OF THE EAST 10 FEET OF SAID LOT 12; THENCE ON THE WEST LINE OF SAID EAST 10 FEET, S 00°08'51" E 180.13 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE ON SAID SOUTH LINE, N 89°56'23" W 569.65 FEET TO THE POINT OF BEGINNING. CONTAINS 5.27 ACRES, MORE OR LESS.

END OF DESCRIPTION

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS AN ASSUMED BEARING OF N 00°06'57" W ON THE WEST LINE OF FISHER'S ADDITION TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS.

SURVEYOR'S CERTIFICATE:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF KANSAS, WITH EXPERIENCE AND PROFICIENCY IN LAND SURVEYING; THAT THE HERETOFORE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY ME, OR UNDER MY DIRECT SUPERVISION; THAT ALL SUBDIVISION REGULATIONS OF DICKINSON COUNTY, KANSAS, HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT; THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS, AND THAT ALL THE MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.
GIVEN UNDER MY HAND AND SEAL AT JUNCTION CITY, KANSAS, THIS____ DAY OF_____,2024.
DATE OF SURVEY: APRIL 3, 2024

Preliminary
JASON R. LOADER LICENSED 1462 KANSAS LAND SURVEYOR
10/3/2024 7:27:41 AM

LAND SURVEYOR, JASON R. LOADER
REGISTRATION NO. 1462

REVIEW SURVEYOR'S CERTIFICATE:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

I HEREBY CERTIFY THAT THE REVIEW OF THIS PLAT WAS FOUND TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF K.S.A. 58-2005.
APPROVED THIS _____DAY OF _____, 2024.

CERTIFICATE OF THE COUNTY TREASURER:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO SPECIAL ASSESSMENTS, NO TAX LIENS, FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.
GIVEN UNDER MY HAND AND SEAL AT ABILENE, KANSAS THIS_____DAY OF _____,2024.

COUNTY TREASURER, LEAH HERN

CERTIFICATE OF THE CITY COMMISSION:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

THE EASEMENTS, RIGHT-OF-WAYS AND OTHER PUBLIC DEDICATIONS ON THIS PLAT ARE HEREBY ACCEPTED BY THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS, THIS_____DAY OF_____,2024.

MAYOR, BRANDON REIN

CITY CLERK, SHAYLA MOHR

OWNER'S CERTIFICATE:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT OR LICENSE TO THE PUBLIC TO LOCATE, CONSTRUCT, AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS AND SEWER PIPES OR REQUIRED DRAINAGE CHANNELS OR STRUCTURES UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT IS HEREBY GRANTED.
GIVEN UNDER MY HAND AT ABILENE, KANSAS THIS ____ DAY OF _____,2024.

LYNN PETERSON, CHAIRMAN

RON ROLLER

CRAIG CHAMBERLIN

NOTARY CERTIFICATE:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

BE IT REMEMBERED THAT ON THIS_____ DAY OF _____,2024 ,BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTORIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF THE CITY OF ABILENE PLANNING COMMISSION:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

THIS PLAT OF _____COURTHOUSE ADDITION_____ HAS BEEN SUBMITTED TO AND APPROVED BY PLANNING COMMISSION OF THE CITY OF ABILENE, KANSAS THIS_____DAY OF_____,2024.

SECRETARY, KARI ZOOK

BY_____
CHAIRPERSON, PENNI ZELINKOFF

CERTIFICATE OF THE CITY ATTORNEY:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

THIS PLAT OF _____COURTHOUSE ADDITION_____ HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY ATTORNEY OF ABILENE, KANSAS, THIS_____DAY OF _____,2024.

CITY ATTORNEY, AARON MARTIN

CERTIFICATE OF THE REGISTER OF DEEDS:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THE_____DAY OF_____,2024, AT_____ AND IS DULY RECORDED IN PLAT BOOK_____ AT PAGE_____.

DEPUTY, KIMBERLY MOONEY

REGISTER OF DEEDS, ROSE JONES

CERTIFICATE OF TRANSFER RECORD:

STATE OF KANSAS } SS
COUNTY OF DICKINSON }

ENTERED ON TRANSFER RECORD THIS_____DAY OF_____,2024.

COUNTY CLERK, JEANNE LIVINGSTON

FINAL PLAT OF

COURTHOUSE ADDITION

TO THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS

A REPLAT OF FISHER'S ADDITION, AND ALL OF LOTS 3, 4, 5, AND 6 IN THE REPLAT OF BELL SPRINGS PARK ADDITION, AND ALL OF LOTS 8, 9, 10, 11, AND A PORTION OF LOT 12, BLOCK 2, IN GEO. W. CARPENTER'S, AND VACATED COURT STREET, AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOTS IN THE REPLAT OF BELL SPRINGS PARK ADDITION AND GEO. W. CARPENTER'S ADDITION, ALL IN THE CITY OF ABILENE, DICKINSON COUNTY, KANSAS.

KAW VALLEY ENGINEERING, INC.
2319 NORTH JACKSON – PO BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
jc@kveng.com | www.kveng.com

DATE OF PREPARATION: JUNE 25, 2024 PROJECT NO. A18S8626 SHEET 2 OF 2

City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, November 25, 2024

Session: Regular Meeting

Topic: Award Bid for Spruceway Waterline Replacement

Department: Public Works

Staff Contact: Public Works Director Brad Anderson

Background:

The bid opening for the Spruceway Waterline Replacement took place at 2:00 pm on November 21, 2024.

Olsson Engineering emailed the bid documents to 23 local contractors, and of those, only 6 requested plans.

J & K Contracting LC from Junction City was the only contractor to turn in a bid.

Recommendation:

Award the contract to J & K Contracting LC for $162,253.50. We would like to have approval today so that the contractor can move forward with placing orders for the necessary supplies in order to start the project in a timely manner.

Fiscal Note:

The waterline project has been budgeted for within the 2025 budget.

Funding Source:

Water Distribution Fund - Water Distribution Lines - 002-022-531060

November 22, 2024

City of Abilene
Attn: Ron Marsh
P.O. Box 519
419 N Broadway St.
Abilene, Kansas 67410

RE: Spruceway Waterline Replacement
Olsson Project No. N22-00584
Bid Opening: November 21, 2024 at 2:00 pm

Dear Mr. Marsh:

Bids for the Spruceway Waterline Replacement project were solicited via publication in the local newspaper, on the website, and emailed directly to 23 Local contractors and 2 online plan rooms. Of those, 6 requested plans.

The bid opening for the Spruceway Waterline Replacement was held on November 21, 2024 at 2:00 pm. J&K Contracting, L.C. from Junction City, KS was the only bidder. It is our recommendation to award the bid to J & K Contracting, L.C. in the amount of $ 162,253.50. A bid tabulation for the bids is attached.

Sincerely,

Brayson Benne, P.E.
Olsson

302 S. Fourth Street / Suite 110 / Manhattan, KS 66502
O 785.539.6900 / **olsson.com**

BID TABULATION

olsson

Date: 11/22/2024

Client: City of Abilene
Project: Abilene KS Spruceway Waterline Replacement
Project Number: N22-00584

	Item	Quantity	Unit	Olsson, Inc. Unit Cost $	Olsson, Inc. Cost $	J & K Contracting LC Unit Cost $	J & K Contracting LC Cost $
	Street Construction						
1	Mobilization	1	LS	$ 25,000.00	$ 25,000.00	$ 2,500.00	$ 2,500.00
2	Seeding	1	LS	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00
3	Contractor Construction Staking	1	LS	$ 3,500.00	$ 3,500.00	$ 3,000.00	$ 3,000.00
4	Demolition and Removals	1	LS	$ 12,000.00	$ 12,000.00	$ 3,500.00	$ 3,500.00
5	Fencing Replacement	1	LS	$ 4,000.00	$ 4,000.00	$ 750.00	$ 750.00
6	Landscaping	1	LS	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00
7	Pavement Removal and Replacement	106	SY	$ 80.00	$ 8,480.00	$ 150.00	$ 15,900.00
8	Gravel Removal and Replacement	9	SY	$ 35.00	$ 315.00	$ 45.00	$ 405.00
9	Temporary Traffic Control	1	LS	$ 2,000.00	$ 2,000.00	$ 600.00	$ 600.00
10	Pothole	5	EA	$ 3,000.00	$ 15,000.00	$ 500.00	$ 2,500.00
				Street Construction	$ 73,795.00	**Street Construction**	$ 35,155.00
	Waterline Construction						
11	1" CTS PE Tubing	205	LF	$ 35.00	$ 7,175.00	$ 17.50	$ 3,587.50
12	4" PVC Casing Pipe	65	LF	$ 60.00	$ 3,900.00	$ 33.00	$ 2,145.00
13	6" C900 DR-18 PVC Waterline	980	LF	$ 92.00	$ 90,160.00	$ 60.00	$ 58,800.00
14	1" Meter Pit	11	EA	$ 4,400.00	$ 48,400.00	$ 1,650.00	$ 18,150.00
15	10" x 6" MJ Tee	1	EA	$ 3,200.00	$ 3,200.00	$ 1,000.00	$ 1,000.00
16	6" Solid Sleeve	1	EA	$ 3,100.00	$ 3,100.00	$ 500.00	$ 500.00
17	10" Solid Sleeve	1	EA	$ 4,200.00	$ 4,200.00	$ 800.00	$ 800.00
18	6" MJ Gate Valve	3	EA	$ 4,200.00	$ 12,600.00	$ 1,800.00	$ 5,400.00
19	10" MJ Gate Valve	1	EA	$ 4,800.00	$ 4,800.00	$ 3,500.00	$ 3,500.00
20	4" Cap MJ	2	EA	$ 1,000.00	$ 2,000.00	$ 250.00	$ 500.00
21	6" x 45 Degree MJ Bend	2	EA	$ 850.00	$ 1,700.00	$ 500.00	$ 1,000.00
22	6" MJ Tee	3	EA	$ 900.00	$ 2,700.00	$ 700.00	$ 2,100.00
23	6" x 1 Service Saddle	11	EA	$ 700.00	$ 7,700.00	$ 600.00	$ 6,600.00
24	5-1/4" Fire Hydrant Assembly (Storz) (Includes 6" MJ Gate Valve)	2	EA	$ 7,500.00	$ 15,000.00	$ 7,200.00	$ 14,400.00
25	Connect to Existing Waterline	2	EA	$ 3,000.00	$ 6,000.00	$ 900.00	$ 1,800.00
26	Abandon Existing Waterline	1,016	LF	$ 4.00	$ 4,064.00	$ 1.00	$ 1,016.00
27	Remove Existing Fire Hydrant, Salvage to City	2	EA	$ 2,800.00	$ 5,600.00	$ 300.00	$ 600.00
28	Remove Existing Valve Box and Grout	4	EA	$ 1,100.00	$ 4,400.00	$ 300.00	$ 1,200.00
29	Waterline Testing	1	LS	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00
30	Flowable Fill	15	CY	$ 160.00	$ 2,400.00	$ 200.00	$ 3,000.00
				Waterline Construction	$ 231,599.00	**Waterline Construction**	$ 127,098.50
		Total Cost			**$ 305,394.00**		**$ 162,253.50**
							*** Apparent Low**

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Abilene, Kansas

P.O. Box 519

419 N Broadway St.

Abilene, Kansas 67410

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Anti-Collusion Statement;

ARTICLE 3—BASIS OF BID—UNIT PRICE

3.01 *Unit Price Bid*

A. Bidder will perform the following Work at the indicated unit prices:

STREET CONSTRUCTION

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
1	Mobilization	1	LS	$ 2,500.00	$ 2,500.00
2	Seeding	1	LS	$ 3,000.00	$ 3,000.00
3	Contractor Construction Staking	1	LS	$ 3,000.00	$ 3,000.00
4	Demolition and Removals	1	LS	$ 3,500.00	$ 3,500.00
5	Fencing Replacement	1	LS	$ 750.00	$ 750.00

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6	Landscaping	1	LS	$ 3,000.00	$ 3,000.00
7	Pavement Removal and Replacement	106	SY	$ 150.00	$ $15,900.00
8	Gravel Removal and Replacement	9	SY	$ 45.00	$ 405.00
9	Temporary Traffic Control	1	LS	$ 600.00	$ 600.00
10	Pothole	5	EA	$ 500.00	$ 500.00
Subtotal of All Street Construction Unit Price Bid Items					$ 35,155.00

Waterline Construction

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount
11	1" CTS PE Tubing	205	LF	$ 17.50	$ 3,587.50
12	4" PVC Casing Pipe	65	LF	$ 33.00	$ 2,145.00
13	6" C900 DR-18 PVC Waterline	980	LF	$ 60.00	$ 58,800.00
14	1" Meter Pit	11	EA	$ 1,650.00	$ 18,150.00
15	10" x 6" MJ Tee	1	EA	$ 1,000.00	$ 1,000.00
16	6" Solid Sleeve	1	EA	$ 500.00	$ 500.00
17	10" Solid Sleeve	1	EA	$ 800.00	$ 800.00
18	6" MJ Gate Valve	3	EA	$ 1,800.00	$ 5,400.00
19	10" MJ Gate Valve	1	EA	$ 3,500.00	$ 3,500.00
20	4" Cap MJ	2	EA	$ 250.00	$ 500.00
21	6" x 45 Degree MJ Bend	2	EA	$ 500.00	$ 1,000.00
22	6" MJ Tee	3	EA	$ 700.00	$ 2,100.00
23	6" x 1" Service Saddle	11	EA	$ 600.00	$ 6,600.00

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24	5-1/4" Fire Hydrant Assembly (Storz) (Includes 6" MJ Gate Valve)	2	EA	$ 7,200.00	$ 14,400.00
25	Connect to Existing Waterline	2	EA	$ 900.00	$ 1,800.00
26	Abandon Existing Waterline	1016	LF	$ 1.00	$ 1,016.00
27	Remove Existing Fire Hydrant, Salvage to City	2	EA	$ 300.00	$ 600.00
28	Remove Existing Valve Box and Grout	4	EA	$ 300.00	$ 1,200.00
29	Waterline Testing	1	LS	$ 1,000.00	$ 1,000.00
30	Flowable Fill	15	CY	$ 200.00	$ 3,000.00
Subtotal of All Waterline Construction Unit Price Bid Items					$ 127,098.50

Subtotal of All Street Construction Unit Price Bid Items	$ 35,155.00
Subtotal of All Waterline Construction Unit Price Bid Items	$ 127,098.50
TOTAL COST – BASE BID	$ 162,253.50

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder agrees that the Work will be substantially complete on or before **February 28, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 1, 2025**

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

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ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ONE	11/18/24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

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procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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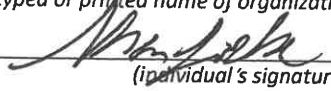
BIDDER hereby submits this Bid as set forth above:

Bidder:

J & K Contracting LC

(typed or printed name of organization)

By: 

(individual's signature)

Name: Shannon Locke

(typed or printed)

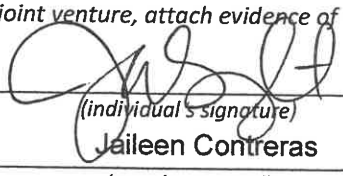
Title: Managing Member

(typed or printed)

Date: 11/21/24

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 

(individual's signature)

Name: Jaileen Contreras

(typed or printed)

Title: Office Administrator

(typed or printed)

Date: 11/21/24

(typed or printed)

Address for giving notices:

P.O. Box 306

Junction City, KS. 66441

Bidder's Contact:

Name: Shannon Locke

(typed or printed)

Title: Managing Member

(typed or printed)

Phone: 785-238-3298

Email: shannon@jkcontractingks.com

Address:

P.O. Box 306, Junction City, KS. 66441

Bidder's Contractor License No.: (if applicable) NA

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: **J&K Contracting, L.C.**	Name: **West Bend Insurance Company**
Address *(principal place of business)*:	Address *(principal place of business)*:
801 W 6th St, Ste B **Junction City, KS 66441**	**1900 S 18th Ave** **West Bend, WI 53095**
Owner	**Bid**
Name: **City of Abilene**	Project *(name and location)*:
Address *(principal place of business)*:	**Spruceway** **Waterline Replacement** **City of Abilene, KS** **Olsson Project No. N22-00584**
P.O. Box 519 **419 N Broadway St** **Abilene, KS 67410**	Bid Due Date: **November 21, 2024 at 2:00 pm**

Bond

Penal Sum: Five (5%) percent of amount bid

Date of Bond: **November 21, 2024 at 2:00 pm**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
J&K Contracting, L.C. *(Full formal name of Bidder)*	**West Bend Insurance Company** *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Shannon Locke *(Printed or typed)*	Name: David S. Salavitch *(Printed or typed)*
Title: Managing Member	Title: Attorney in Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Jaileen Contreras *(Printed or typed)*	Name: Kacee McCorey *(Printed or typed)*
Title: Office Admin.	Title: Secretary

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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WEST BEND®

Bond No. n/a

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Robert Cox, Rodney Demaree, Kathryn E Johnson, Luke Lambert, Kacee McCrorey, Julie Messbarger, Joshua Roberts, David S Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21st day of November, 2024.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

ANTI-COLLUSION STATEMENT

STATE OF KANSAS

CITY/COUNTY OF Abilene, KS. / Dickinson County

Shannon Locke
Name of Person Signing

being first duly sworn, deposes and says that they are

Managing Member
Title of Person Signing

of

J & K Contracting LC
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY Shannon Locke

BY _____

BY _____

SWORN to before me this 22nd day of NOV 2024.

Notary Public

STEVEN ROESLER
Notary Public - State of Kansas
My Appt. Expires 12-4-24

My Commission Expires _____

ABILENE LAND BANK BOARD OF TRUSTEES - MEETING AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

November 25, 2025 - 4:00 pm

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

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

1. Call to Order
2. Roll Call: ____ Rein ____Miller ____ Kollhoff ____ Witt ____ Meysenburg

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

3. Agenda approval for the November 25 2024, Land Bank Board of Trustees meeting.
4. Meeting minutes: May 13, 2024, Land Bank Board of Trustees meeting.

Public Comments and Communications

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

Old and New Business

6. Consider approval of a Real Estate Donation Agreement for the donation of three parcels of land in the Cedar Ridge Estates Subdivision to the City of Abilene Land Bank in exchange for the waiver of past-due special assessments on said lots**.**

Adjournment

7. Consider a motion to adjourn the November 25, 2024, Land Bank Board of Trustees meeting. The City Commission Study Session will begin no sooner than 4:30 pm.

Abilene Land Bank Board of Trustees Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
May 13, 2024 @ 5:46 p.m.
Abilene, Kansas

UNAPPROVED

1. **Call to Order**

2. **Roll Call** – Commissioners present: Mayor Rein, Commissioners: Miller , Kollhoff, Witt, and Meysenburg.

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

Consent Agenda

3. Agenda Approval for the May 13, 2024, Land Bank Board of Trustees Meeting
4. Meeting Minutes: January 22, 2024, Land Bank Board of Trustees 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.

Public Comments and Communications

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

There were no public comments or communications.

Business Items

5. Consider approval of Resolution LB 051324-1, A RESOLUTION ESTABLISHING A POLICY FOR THE CITY OF ABILENE, KANSAS LAND BANK'S SALE OF LOTS WITHING THE GOLDEN BELT HEIGHTS WEST SUBDIVISION.

Motion by Commissioner Witt, seconded by Commissioner Miller, to approve Resolution no. 051324-1, A RESOLUTION ESTABLISHING A POLICY FOR THE CITY OF ABILENE, KANSAS LAND BANK'S SALE OF LOTS WITHIN THE GOLDEN BELT HEIGHTS WEST SUBDIVISION. Roll call vote: Kollhoff NO, Meysenburg YES, Miller YES, Witt YES, Rein YES. The motion carried 4-1.

Adjournment

7. Consideration of a motion to adjourn the May 13, 2024, Land Bank Board of Trustees meeting.

Motion by Commissioner Witt, seconded by Commissioner Miller, to adjourn the May 13, 2024, Abilene Land Bank Board of Trustees meeting at 5:51 pm. The City Commission Study Session will begin at 5:56 pm. Roll call vote: Meysenburg YES, Miller YES, Witt YES, Kollhoff 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

Land Bank Meeting Date: Monday, November 25, 2024

Session: Regular Meeting

Topic: Cedar Ridge Estates

Department: Community Development

Staff Contact: Kari Zook/Ron Marsh

Background:

- Staff has received a request from Thad Reynolds, Cedar Ridge Estates representative, to donate the development's three remaining parcels to the Abilene Land Bank in exchange for a waiver of the past-due special assessments on those three lots.
- This development was set up on two different 20-year special assessment payment schedules. One for Streets, Street Lighting, Sanitary Sewer & Water Improvements, and the other for Storm Sewer & Drainage Improvements. The first year payment started in 2009, the final year will be in 2028.
- **Block 4, Lot 1:**
  - Paid to date: $15,682.02 (2009-2017)
  - Past due: $10,757.91 (2018-2023)
  - Remaining balance due: $9,240.28 (2024-2028)
- **Block 6, Lot 2:**
  - Paid to date: $15,682.02 (2009-2017)
  - Past due: $10,757.91 (2018-2023)
  - Remaining balance due: $9,240.28 (2024-2028)
- **Block 6, Lot 5:**
  - Paid to date: $97,803.73 (2009-2016)
  - Past due: $88,192.17 (2017-2023)
  - Remaining balance due: $65,002.54 (2024-2028)

Recommendation:

City Attorney Martin has drafted the attached Real Estate Donation Agreement for your review and consideration.

Fiscal Note:

Funding Source:

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("Agreement") is entered into this _____ day of _____, 2024, by Cedar Ridge Estates, LLC, a Kansas limited liability company ("Donor"), and the City of Abilene Land Bank ("Land Bank").

1. Donation and Acceptance. Donor agrees to donate, convey, and transfer to Land Bank, and Land Bank agrees to receive and accept from Donor, the following described real estate in Dickinson County, Kansas:

Lot 1, Block 4, Cedar Ridge Estates No. 1, to the City of Abilene, Dickinson County, Kansas.

Lots 2 and 5, Block 6, Cedar Ridge Estates No. 1, to the City of Abilene, Dickinson County, Kansas.

together with all appurtenances, permanent improvements and fixtures (the "Property"), upon the terms and conditions of this Agreement.

2. Donative Intent. The Property will be donated at no cost to Land Bank, subject to Land Bank's responsibility for the expenses set forth in Section 3 below. Donor is advised to seek its own legal and/or tax counsel regarding the donation contemplated in this Agreement and has not relied on any representation from Land Bank related to the donation provided in this Agreement. Land Bank makes no representation regarding the fair market value of the Property or any tax related benefits or consequences of the transaction contemplated in this Agreement.

3. Payment of Expenses. Expenses shall be allocated between the parties as follows:

3.1 Donor. Land Bank shall pay all of the following items:

(a) The title insurance premium;
(b) The escrow and closing fee, if any;
(c) The cost of recording the deed; and
(d) Any attorneys' fees and expenses incurred by Land Bank in the preparation and performance of this Agreement.

3.2 Land Bank. Donor shall pay any attorneys' fees and expenses incurred by Land Bank in the preparation and performance of this Agreement.

4. Escrow Agent. Security 1st Title, Abilene, Kansas, is designated as the Escrow Agent of the parties and shall hold this Agreement, the deed, the title insurance policy, and all other papers of transfer pending the complete fulfillment of this Agreement. The Escrow Agent shall receive and disburse all amounts to be paid under this Agreement.

5. Evidence of Title. As soon as reasonably possible after execution of this Agreement, Donor shall obtain and deliver to Land Bank a commitment for an owner's title insurance policy in the amount of $30,000.00, insuring Land Bank's title to the Property, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Agreement, and those

which shall be discharged by Donor at or before Closing. Land Bank shall have five (5) days after receipt to examine the title insurance commitment and to notify Donor in writing of any requirements to make the title marketable, in Land Bank's reasonable discretion.

6. Closing Date and Possession. The Closing Date shall be on or before December 20, 2024. "Closing" means the settlement of the obligations of Donor and Land Bank to each other under this Agreement, including the delivery to Land Bank of a warranty deed in a proper form for recording so as to transfer to Land Bank fee simple title to the Property, free of all encumbrances except as herein stated. Land Bank shall take possession of the Property immediately following the Closing.

7. Restrictions, Easements, Limitations, Assessments, and Taxes. Land Bank shall take title subject to zoning restrictions, covenants and matters appearing on the plat or of record; public utility easements of record; and all taxes and special assessments, including delinquent taxes and special assessments. The parties acknowledge and agree that Donor shall have no obligation to pay any taxes, assessments, or installments of special assessments on the Property, or any prorated portion thereof.

8. Conveyance. Donor shall properly execute a general warranty deed conveying the Property to Land Bank free and clear of all liens and encumbrances whatsoever, except as herein provided, and shall place such deed in escrow with the Escrow Agent as soon as may be reasonably possible. At Closing, the Escrow Agent shall deliver the warranty deed and other documents to the Property to Land Bank.

9. Mechanic's Liens. Donor certifies that at Closing there will be no lien claimants, potential lien claimants, or improvements to the Property for 120 days prior to Closing Date.

10. Condition of Property. Except as otherwise provided herein, Donor is making no warranties of any kind regarding the condition of the Property, and Land Bank is not asking for any warranties from Donor. Therefore, Land Bank acknowledges that it has inspected the Property and agrees to accept it "as is."

11. Default. If Donor is unable or fails to furnish title or possession as agreed in this Agreement, Land Bank may terminate this Agreement by written notice to Donor and the parties shall be released from all obligations hereunder.

12. Authority. Donor represents and warrants that Donor has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and neither the execution or delivery of this Agreement, nor the consummation of the conveyance contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions or provisions of any agreement or instrument to which Donor, or any partner or related entity or affiliate of Donor, is a party or by which Donor, or any partner or related entity or affiliate of Donor, or any of Donor's assets is bound. Donor agrees to execute such further documents and take such further actions as may be reasonably required to evidence and document the representations and warranties contained in this section.

13. Assignment. This Agreement or any right or interest in the Property shall not be assigned by either Donor or Land Bank.

14. **Administration of Agreement.** All references in this Agreement requiring the Land Bank's participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

15. **No Commission**. The parties stipulate that they have not consulted with any real estate broker or salesperson with respect to this transaction, and that no commissions arising from this transaction are due and owing.

16. **Real Estate Reporting Person**. The parties agree that the Escrow Agent is the real estate reporting person as that term is defined under Internal Revenue Code Section 6045(e). Donor agrees to provide Escrow Agent with a written statement, certified under penalties of perjury, setting forth Donor's correct name, address, and taxpayer identification number. The parties further agree that Escrow Agent shall be required to file the informational return required by Internal Revenue Code Section 6045.

17. **Time**. Time is of the essence of this Agreement.

18. **Persons Bound-Copies**. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors, and authorized assigns of the parties, and may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

19. **Merger Clause**. These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

"DONOR"

CEDAR RIDGE ESTATES, LLC

By: _____
Thad Reynolds, Manager

"LAND BANK"

CITY OF ABILENE LAND BANK

By: _____
Brandon Rein, Mayor

Attest:

By: _____
Shayla L. Mohr, CMC, City Clerk

all parcels K-3

ABILENE CITY COMMISSION – STUDY SESSION AGENDA

ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET

November 25, 2024 – following the adjournment of the regular meeting

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

1. Call to Order – November 25, 2024, City Commission Study Session

2. November 25, 2024, City Commission Study Session Agenda

a. NE 15th St. Drainage Study – Brad Anderson, Public Works Director

b. Golden Belt West Multifamily IRB Ordinance – Ron Marsh, City Manager & Kari Zook, Community Development Director

3. Consider a motion to adjourn November 25, 2024, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, December 9, 2024, at 4 pm.
*City Commission Study Session, December 9, 2024 - following the adjournment of the regular meeting, will not start before 4:30 pm.
*City Commission Regular Meeting, December 23, 2024, at 4 pm.
*City Commission Study Session, December 23, 2024 – following the adjournment of the regular meeting, will not start before 4:30 pm.

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, November 25, 2024

Session: Study Session

Topic: NE 15th St Drainage Study

Department: Public Works

Staff Contact: Public Works Director

Background:

This is for the area bounded by:

Charles Road on the north
Brady Street on the east
Old U.S. 40 on the south
N. Olive Street on the west

There has been a drainage problem for many years. At the August 12, 2024 City Commission meeting, the Governing Body approved an agreement for the City Engineers, Olsson, to conduct a drainage study of the area and to provide potential options the governing body could potentially pursue to alleviate the drainage issues.

The study is included in the packet. Jared Loomis from Olsson will be present to discuss the options and answer questions.

Recommendation:

Based on the facts and other information from the study, the recommendation is for the Governing Body to select an option to proceed to final design to alleviate the existing drainage issues.

Fiscal Note:

Option 1: $1,110,295
Option 2: $245,370

Funding Source: Stormwater Drainage Fund 027
Option 1: Stormwater drainage fund + bonds
Option 2: Stormwater drainage fund

NE 15TH STREET DRAINAGE STUDY

Prepared for:

City of Abilene

Submittal Date: November 2024

Olsson Project No. 022-00584-M

olsson

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Table 4: Drainage Area A1 Runoff Rate Comparison 4

APPENDICES

Appendix A: Exhibits
Appendix B: Design Information
Appendix C: Soils Report

1. GENERAL INFORMATION

This drainage study is being submitted to the City of Abilene, based on the City's request for analysis of an existing drainage issue near NE 15th Street. The study includes the conceptual design of a new underground storm sewer system and also determined the viability of a proposed detention basin that would reduce stormwater flowrates.

1.1. Project Location and Description

The primary location of the drainage analysis is 410 N 15th Street. It is an existing residence that has flooding issues on its property. The drainage issues also continue to downstream properties. The residence sits northwest of the storage facilities that are accessed off NE 14th Street. The surrounding area consists of residential neighborhoods to the west and north, with a mix of commercial and industrial land use to the south and east. The overall drainage basin is fully developed and generally drains northeast to the Brady Street and Charles Rd intersection.

1.2. Study Purpose & Guidelines

The purpose of this study is to provide two conceptual design options to alleviate the drainage issue occurring at 410 N 15th Street. One option is extending a new underground storm system from Brady and Charles up to N Campbell Street. A second option is a detention basin in the open lot north of the residence, that would outlet to an underground pipe that would discharge to the surface at N 16th Street. The storm sewer system and detention were designed to convey runoff rates in the 10-year design storm, per the City of Abilene's drainage criteria. Where the 10-year runoff rates could not be conveyed underground, pipe sizes were maximized to convey as much runoff as possible while maintaining minimum cover and slope requirements for the pipes.

Watershed boundaries were delineated for the study area using detailed ground survey in combination with LiDAR elevation information. Existing drainage area maps can be found in Appendix A. The detailed ground survey was also utilized in the design and layout of the stormwater improvements.

Time of Concentration's (Tc) were generated for each drainage area using the method as outlined in the city's stormwater design manual. They were calculated based on a combination of overland flow and channel flow. Per point E.4 from the design manual, if the Tc for a watershed was calculated at less than 15 minutes, 15 minutes should be used. The Rational and Modified Rational methods were used for the 2-year, 10-year, and 100-year hydrological evaluation and routing of hydrographs. All hydrologic and hydraulic evaluation was performed using Hydraflow Hydrographs Extension for Autodesk Civil 3D. Detailed design information and routing information can be found in Appendix B.

Soil classifications were obtained from the Natural Resource Conservation Service's website by utilizing the Web Soil Survey feature. The site soil composition and classification for the entire area can be found in Appendix C.

Using the obtained soil classifications in combination with existing land uses, runoff coefficients (C) were calculated for each individual drainage area using criteria from the Abilene standards. A summary of hydrology information can be found in Appendix B.

2. HYDROLOGIC/HYDRAULIC ANALYSES

2.1. Existing Conditions

The overall drainage area generally drains from 14th Street to the north and east towards the intersection of Charles Road and Brady Street. Existing storm sewer collects the stormwater and routes toward the existing channel to the north. Existing drain areas were split along ridge lines as well as by street and collection areas. The overall area draining to the Charles and Brady intersection is approximately 32.73 acres.

The existing drainage area map can be found in Appendix A. A summary of the existing hydrology information for the site can be found in the table below.

Table 1: Existing Drainage Conditions

Watershed	Area (AC)	C	Tc (min)
A1	1.61	0.60	15.0
B1	1.56	0.60	15.0
C1	4.38	0.60	15.0
D1	1.01	0.60	15.0
E1	2.49	0.60	15.0
F1	12.04	0.60	15.0
G1	0.15	0.60	15.0
H1	0.78	0.60	15.0
I1	0.14	0.60	15.0
J1	3.35	0.60	15.0
K1	1.35	0.60	15.0
L1	2.98	0.60	15.0
M1	0.14	0.60	15.0
N1	1.10	0.60	15.0

Table 2: Existing Rational Method Runoff Rates

Watershed	2-Year Design Storm (cfs)	10-Year Design Storm (cfs)	100-Year Design Storm (cfs)
A1	3.46	5.00	7.45
B1	3.35	4.85	7.22
C1	9.42	13.61	20.26
D1	2.17	3.14	4.67
E1	5.35	7.74	11.52
F1	25.89	37.42	55.68
G1	0.32	0.47	0.69
H1	1.68	2.42	3.61
I1	0.30	0.44	0.65
J1	7.23	10.44	15.54
K1	2.90	4.20	6.24
L1	6.41	9.26	13.78
M1	0.30	0.44	0.65
N1	2.37	3.42	5.09

2.2. Proposed Option 1

As mentioned in the study purpose section, one proposed option to alleviate the drainage issues is to install underground storm sewer from the Charles and Brady intersection up to NE 15th Street. Storm sewer improvements would be installed within city right-of-way until reaching NE 15th Street. From there, storm sewer pipes and inlets would be install through private property. Grading in the backyard of 410 N 15th Street would be required to drain stormwater to an area inlet. The improvements planned outside of city right-of-way would require easements to be obtained by the city.

Due to the significant drainage area collected by the planned underground storm sewer, the 10-year design storm could not be conveyed within the system, without upsizing the existing pipes downstream of the project limits. Therefore, pipe sizes were maximized while maintaining minimum requirements for pipe slope and minimum cover over the pipes. This resulted in the system being designed for the 2-year design storm from the Brady and Charles intersection to the Wildcat and Charles intersection. From that point, the underground system is designed for the 10-year design storm. A preliminary cost estimate for Proposed Option 1 has been generated and is included in Appendix A. A map showing the improvements for Option 1 can be found on Exhibit 2.

2.3. Proposed Option 2

A second proposed option was the design of a detention basin that would discharge to the surface where Wildcat Street turns to the north. The same improvements would be planned in the backyard of the 410 N 15th Street residence, but then the underground storm sewer would empty into a detention basin on the vacant 1501 N Campbell Street lot. Stormwater would be detained in the basin and discharge through a 10-inch HDPE pipe that runs east through the 419 NE 14th Street lot. From there it would turn north and transition from a pipe to a concrete flume and drain into the existing street at Wildcat Drive. The proposed detention basin and stormwater improvements for Option 2 can be found on Exhibit 3. Option 2 would require more easement and property acquisition to be required.

As stated above, the project area is fully developed. Therefore, the proposed detention basin was designed to reduce the 10-year flow rate to what it was estimated to be prior to development of the area. A summary of results can be found in the table below.

Table 3: Detention Pond Results

	Flowrate In (cfs)	Flowrate Out (cfs)	Peak WSEL	Peak Volume (cu-ft)
2-Year	3.46	1.77	1194.45	905
10-Year	5.00	2.16	1195.36	2,129
100-Year	7.45	2.59	1196.55	4,598

A comparison of runoff rates for the A1 drainage area can be found in the table below.

Table 4: Drainage Area A1 Runoff Rate Comparison

Design Storm	Pre-Development Flow (cfs)	Current Flow (cfs)	Proposed Flow (cfs)	Change In Flow (Proposed – PreDev) (%)
2-Year	1.73	3.46	1.78	2.9%
10-Year	2.50	5.00	2.16	-13.6%
100-Year	3.72	7.45	2.59	-30.3%

A preliminary cost estimate for Proposed Option 2 has been generated and is included in Appendix A.

3. CONCLUSIONS AND RECOMMENDATIONS

To alleviate the drainage issue occurring at 410 N 15th Street, two different options are proposed. Option 1 represents the installation of underground storm sewer from the Charles and Brady intersection up to the project area. Option 1 has an estimated overall project cost of $1,110,295. Option 2 represents the installation of a detention basin that would reduce runoff rates before discharging to the surface at N Wildcat Street. Option 2 has an estimated overall project cost of $245,370. Both estimates include costs for construction contingency, engineering design, and property acquisition.

Based on these facts and other information provided herein, we recommend that an option be selected to proceed to final design to alleviate the existing drainage issues.

APPENDIX A:
Exhibits

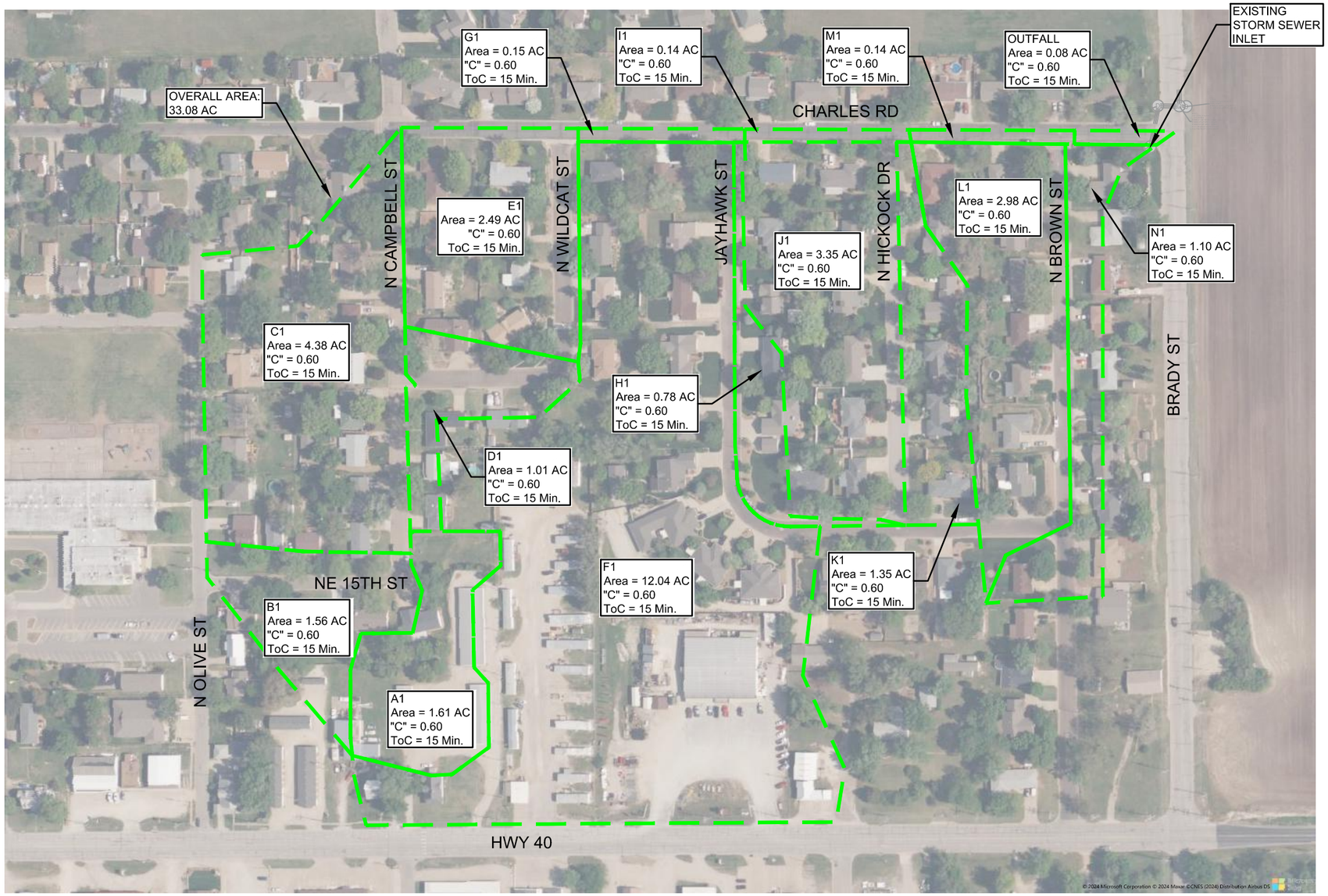


EXHIBIT 1: DRAINAGE AREA MAP

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502 TEL 785.539.6900 www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: cham

LEGEND

PROPERTY REQUIRING EASEMENT

N

0' 75' 150' 300'

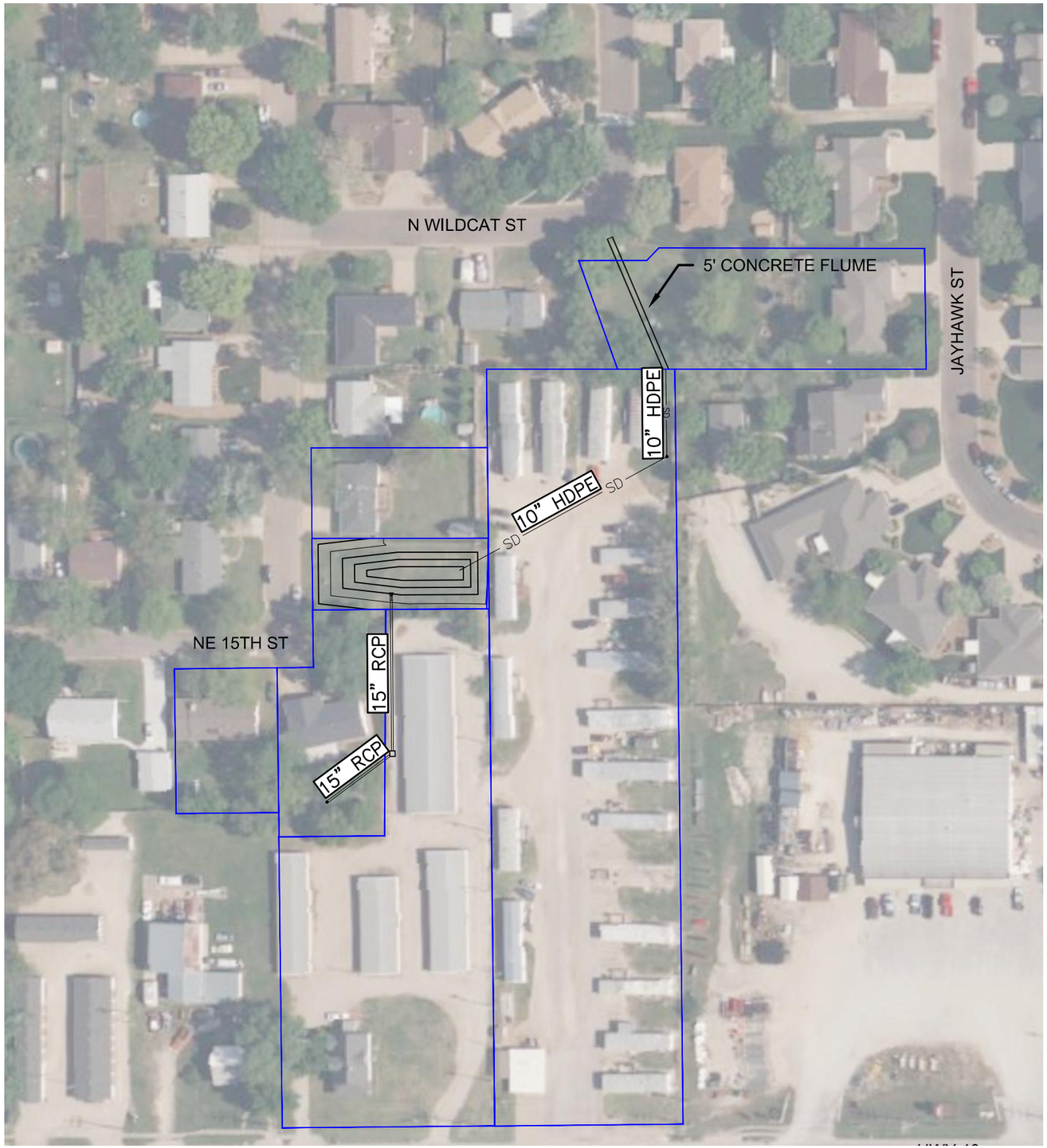
SCALE IN FEET

EXHIBIT 2: PROPOSED OPTION 1

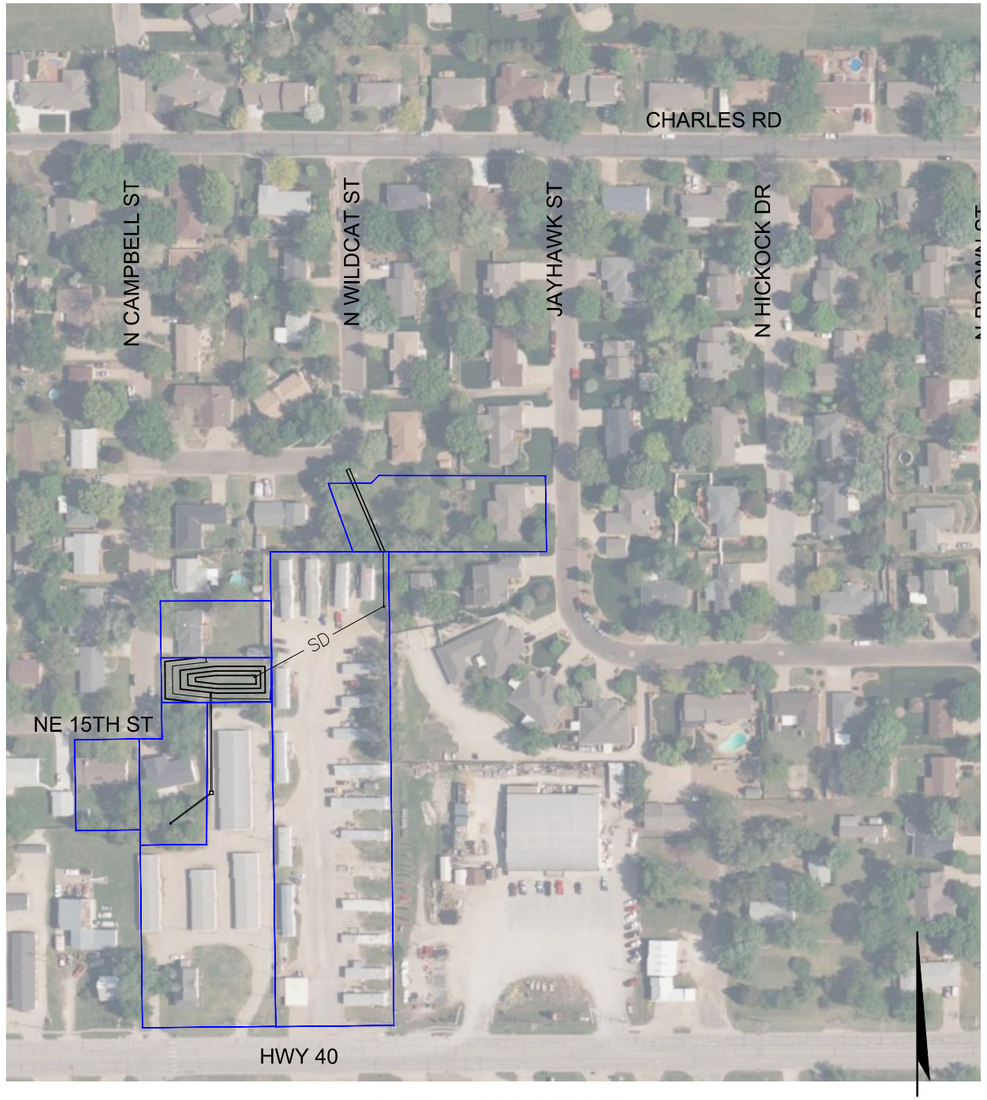
olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502 TEL 785.539.6900 www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jjoomis



PROPOSED DETENTION BASIN
Scale: 1"=100'



OVERALL PROJECT SITE
Scale: 1"=200'

N

LEGEND

PROPERTY REQUIRING EASEMENT

EXHIBIT 3: PROPOSED OPTION 2

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: jjoomis

ENGINEER'S OPINION OF PROBABLE COST

olsson

Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 1

	Item	Quantity	Unit	Unit Cost $	Cost $
	Street Construction				
1	Mobilization	1	LS	$ 65,000.00	$ 65,000.00
2	Clearing & Grubbing	1	LS	$ 10,000.00	$ 10,000.00
3	Demolition & Removals	1	LS	$ 3,000.00	$ 3,000.00
4	Contractor Construction Staking	1	LS	$ 10,000.00	$ 10,000.00
5	6" Asphalt Pavement	1,868	SY	$ 50.00	$ 93,424.28
6	6" Concrete Pavement	865	SY	$ 65.00	$ 56,209.91
7	8" Gravel Pavement - AB-3	342	SY	$ 25.00	$ 8,554.25
8	4" Aggregate Base - AB-3 (below roadway)	1,868	SY	$ 11.00	$ 20,553.34
9	Seeding	19,364	SF	$ 0.25	$ 4,841.09
10	Full Height Curb & Gutter	2,130	LF	$ 25.00	$ 53,250.00
11	Temporary Traffic Control	1	LS	$ 15,000.00	$ 15,000.00
12	Fencing	130	LF	$ 35.00	$ 4,550.00
13	Utility Relocation	1	LS	$ 50,000.00	$ 50,000.00
				Street Construction Subtotal	$ 394,382.86
	Storm Sewer Construction				
14	4'x4' Junction Box	2	EA	$ 8,450.00	$ 16,900.00
15	4'x4' Area Inlet	1	EA	$ 6,500.00	$ 6,500.00
16	7.5'x4' Setback Curb Inlet	11	EA	$ 10,250.00	$ 112,750.00
17	10'x5' Setback Curb Inlet	2	EA	$ 12,500.00	$ 25,000.00
18	15" RCP	75	LF	$ 65.00	$ 4,873.70
19	18" RCP	403	LF	$ 70.00	$ 28,186.90
20	24" RCP	399	LF	$ 80.00	$ 31,925.60
21	30" RCP	880	LF	$ 100.00	$ 87,952.00
22	36" RCP	701	LF	$ 120.00	$ 84,120.00
23	24"x38" HERCP	468	LF	$ 150.00	$ 70,155.00
				Storm Sewer Construction Subtotal	$ 468,363.20
				Total Construction Subtotal	$ 862,746.06
				Contigency (20%)	$ 172,549.21
				Survey and Engineering	$ 65,000.00
				Property Acquistion	$ 10,000.00
				Total Cost	**$ 1,110,295.28**

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

ENGINEER'S OPINION OF PROBABLE COST

Date: 11/6/2024

Client: City of Abilene
Project: Abilene Storage Facility Drainage Area Map
Project Number: M22-00584

OPTION 2

	Item	Quantity	Unit	Unit Cost $	Cost $
	Storm Sewer Construction				
1	Unclassified Excavation (Cut)	900	CY	$ 35.00	$ 31,500.00
2	15" RCP	250	LF	$ 65.00	$ 16,250.00
3	10" HDPE	300	LF	$ 45.00	$ 13,500.00
4	Fencing	150	LF	$ 35.00	$ 5,250.00
5	Seeding	200	SF	$ 50.00	$ 10,000.00
6	8" Gravel Pavement - AB-3	500	SY	$ 25.00	$ 12,500.00
7	6" Concrete Pavement	80	SY	$ 65.00	$ 5,200.00
8	12" FES	1	EA	$ 1,500.00	$ 1,500.00
9	18" FES	2	EA	$ 2,000.00	$ 4,000.00
10	4'X4' Area Inlet	1	EA	$ 6,500.00	$ 6,500.00
11	18" Nyloplast Drainage Basin	1	EA	$ 5,000.00	$ 5,000.00
12	24" Nyloplast Drainage Basin	1	EA	$ 5,000.00	$ 5,000.00
13	Utility Relocation	1	LS	$ 10,000.00	$ 10,000.00
				Storm Sewer Construction Subtotal	$ 126,200.00
				Contigency (20%)	$ 25,240.00
				Engineering	$ 18,930.00
				Property Acquistion	$ 75,000.00
				TOTAL COST	**$ 245,370.00**

The Engineer, using his or her professional judgment, has developed this stated Opinion of Probable Construction Cost based upon the design status identified above. Development of this Opinion has included consideration of design input level; however, the circumstances under which the work is expected to be undertaken, the cost and availability of materials, labor and services, probable bidder response and the economic conditions at the time of bid solicitation are beyond the control of the Engineer and will impact actual bid costs. Should bidding be delayed, these costs should be reviewed and, if necessary, adjusted to a more applicable *Engineering News Record* Construction Cost Index.

APPENDIX B:
Design Information

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	3.354	1	15	3,019	------	------	------	B1
2	Rational	9.418	1	15	8,476	------	------	------	C1
3	Rational	5.354	1	15	4,819	------	------	------	E1
4	Rational	0.172	1	15	155	------	------	------	EX1 (OUTFALL)
5	Rational	25.89	1	15	23,299	------	------	------	F1
6	Rational	0.323	1	15	290	------	------	------	G1
7	Rational	1.677	1	15	1,509	------	------	------	H1
8	Rational	0.301	1	15	271	------	------	------	I1
9	Rational	7.225	1	15	6,502	------	------	------	J1
10	Rational	2.903	1	15	2,612	------	------	------	K1
11	Rational	6.408	1	15	5,767	------	------	------	L1
12	Rational	2.365	1	15	2,129	------	------	------	N1
13	Rational	0.301	1	15	271	------	------	------	M1
14	Rational	2.172	1	15	1,955	------	------	------	D1
15	Mod. Rational	1.728	1	15	3,220	------	------	------	A1 - MODIFIED RATIONAL
16	Reservoir	1.583	1	32	3,214	15	1194.07	484	Option 2 Pond
17	Rational	3.462	1	15	3,116	------	------	------	A1
18	Rational	1.731	1	15	1,558	------	------	------	A1 - PRE-DEV

Hydrograph Report

Hyd. No. 1

B1

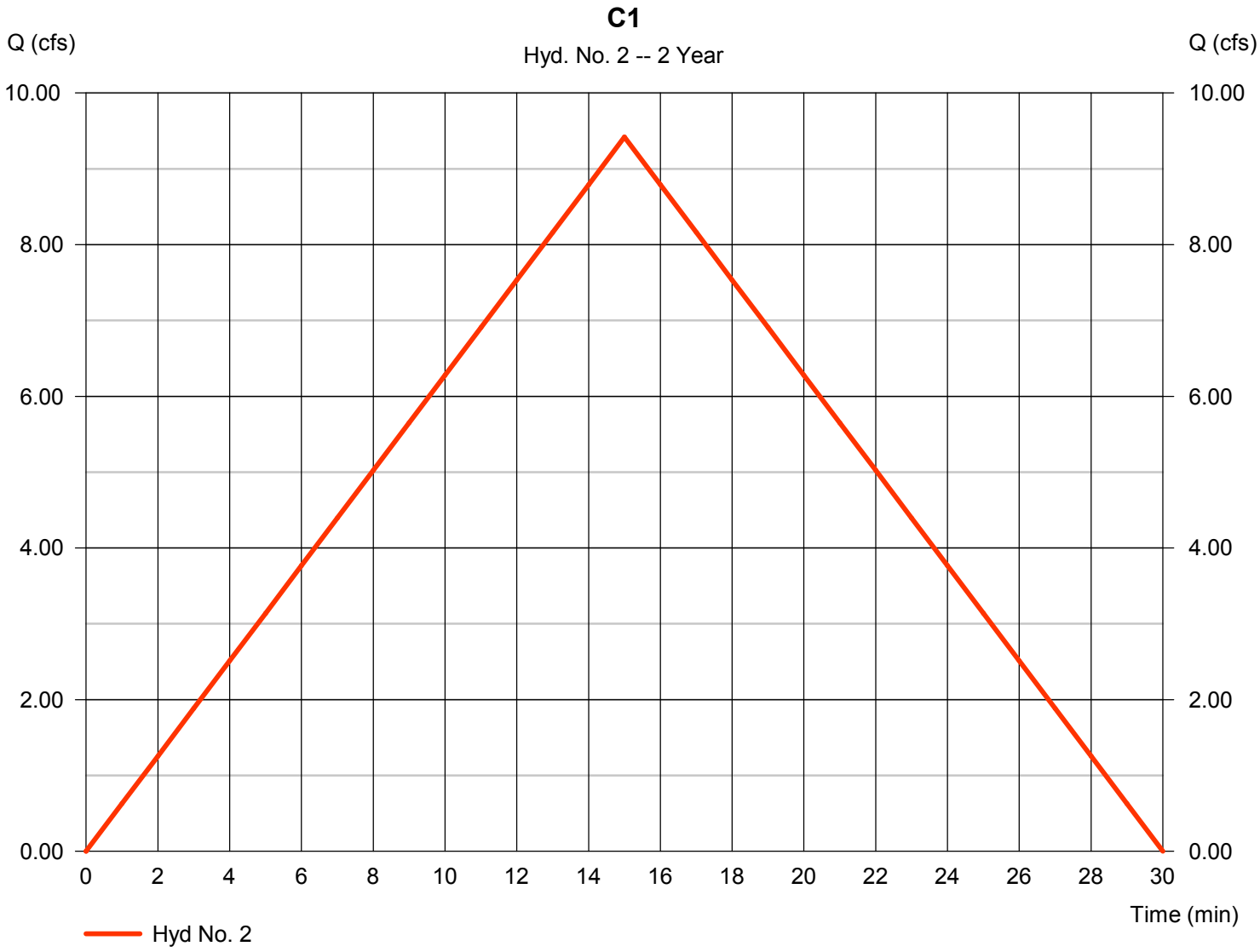
Hydrograph type	=	Rational	Peak discharge	=	3.354 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,019 cuft
Drainage area	=	1.560 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 2

C1

Hydrograph type	=	Rational	Peak discharge	=	9.418 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	8,476 cuft
Drainage area	=	4.380 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

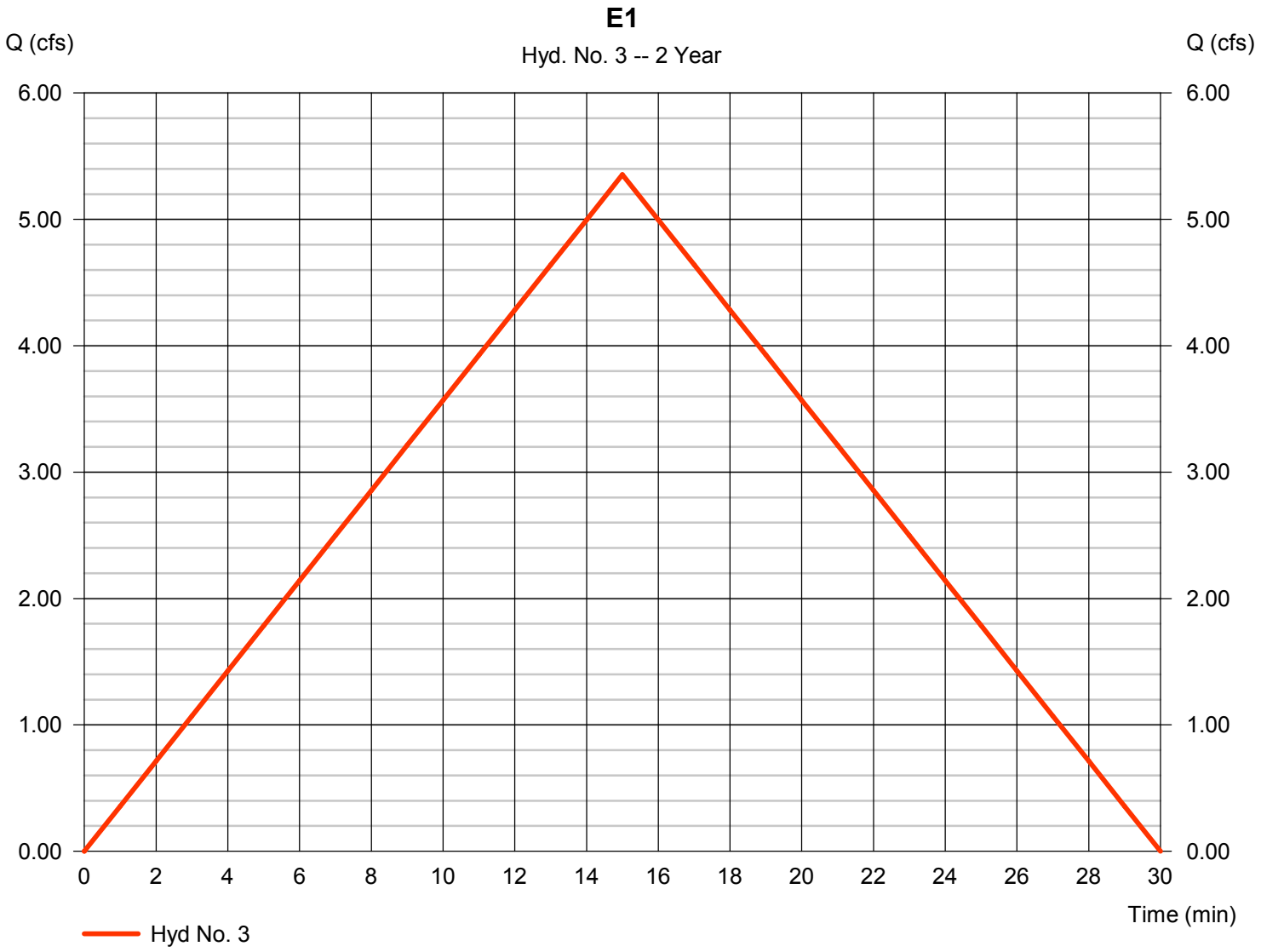


Hydrograph Report

Hyd. No. 3

E1

Hydrograph type	=	Rational	Peak discharge	=	5.354 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	4,819 cuft
Drainage area	=	2.490 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

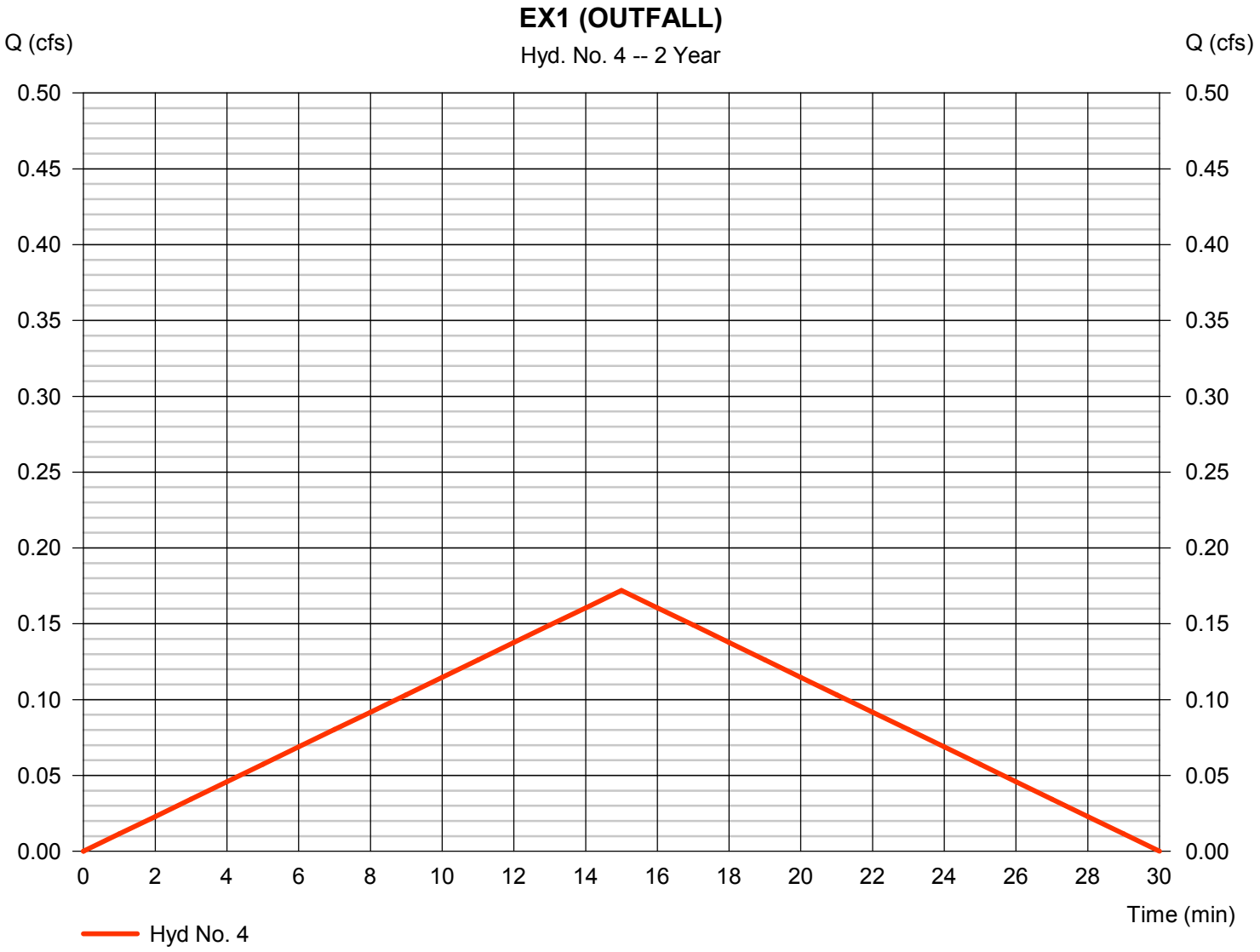


Hydrograph Report

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	=	Rational	Peak discharge	=	0.172 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	155 cuft
Drainage area	=	0.080 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

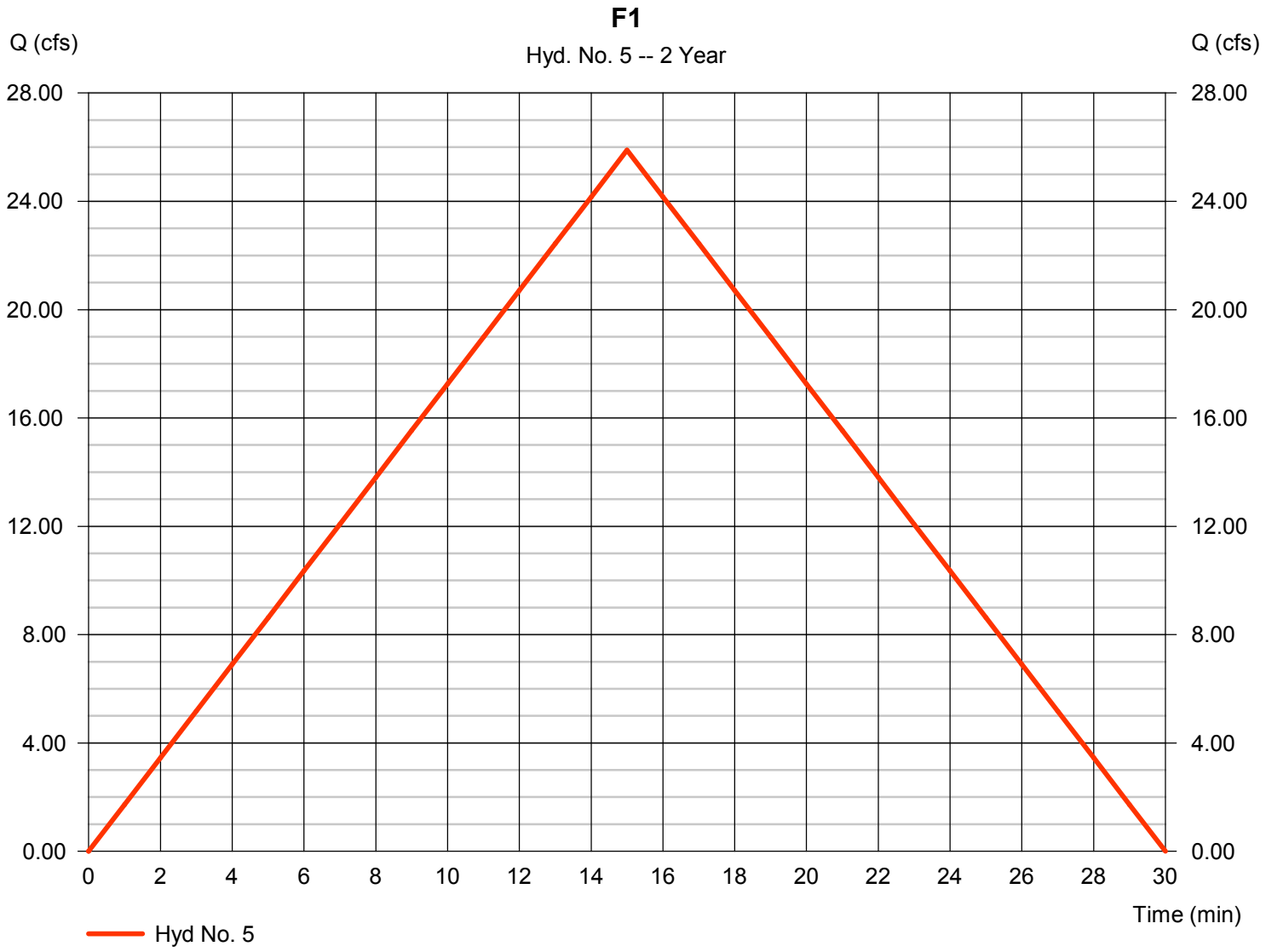


Hydrograph Report

Hyd. No. 5

F1

Hydrograph type	=	Rational	Peak discharge	=	25.89 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	23,299 cuft
Drainage area	=	12.040 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

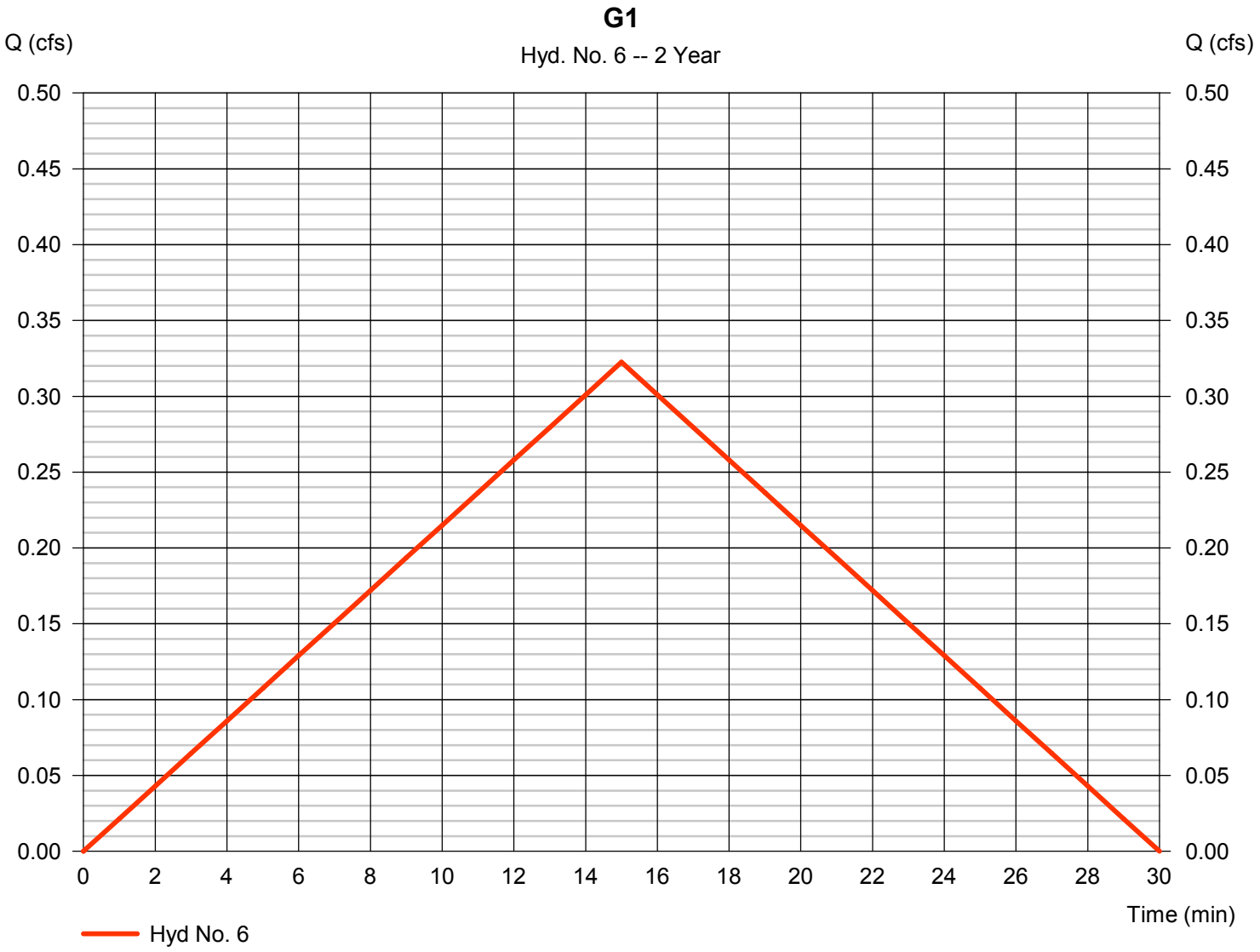


Hydrograph Report

Hyd. No. 6

G1

Hydrograph type	=	Rational	Peak discharge	=	0.323 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	290 cuft
Drainage area	=	0.150 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 7

H1

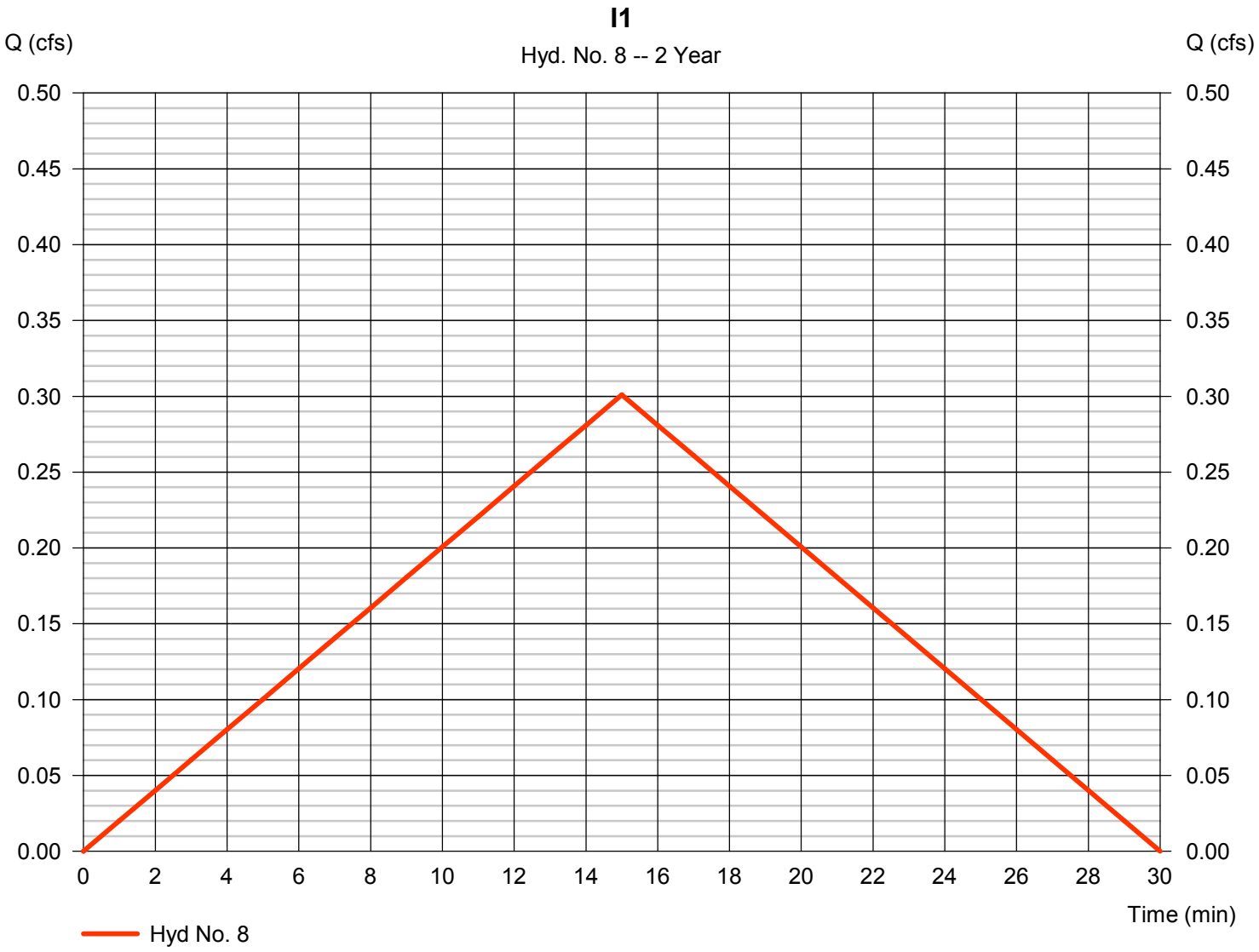
Hydrograph type	=	Rational	Peak discharge	=	1.677 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	1,509 cuft
Drainage area	=	0.780 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 8

I1

Hydrograph type	=	Rational	Peak discharge	=	0.301 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	271 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 9

J1

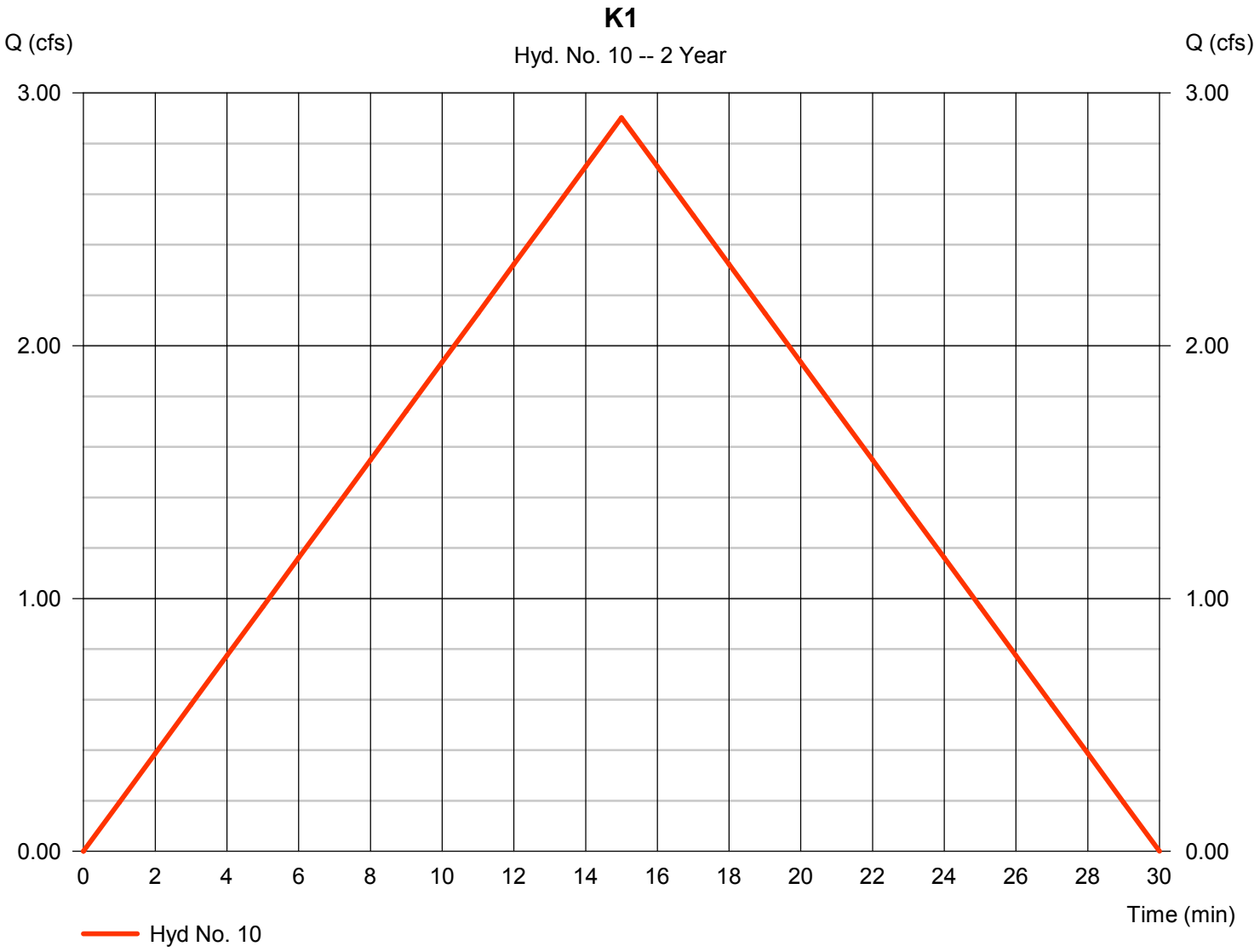
Hydrograph type	=	Rational	Peak discharge	=	7.225 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	6,502 cuft
Drainage area	=	3.360 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 10

K1

Hydrograph type	=	Rational	Peak discharge	=	2.903 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,612 cuft
Drainage area	=	1.350 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

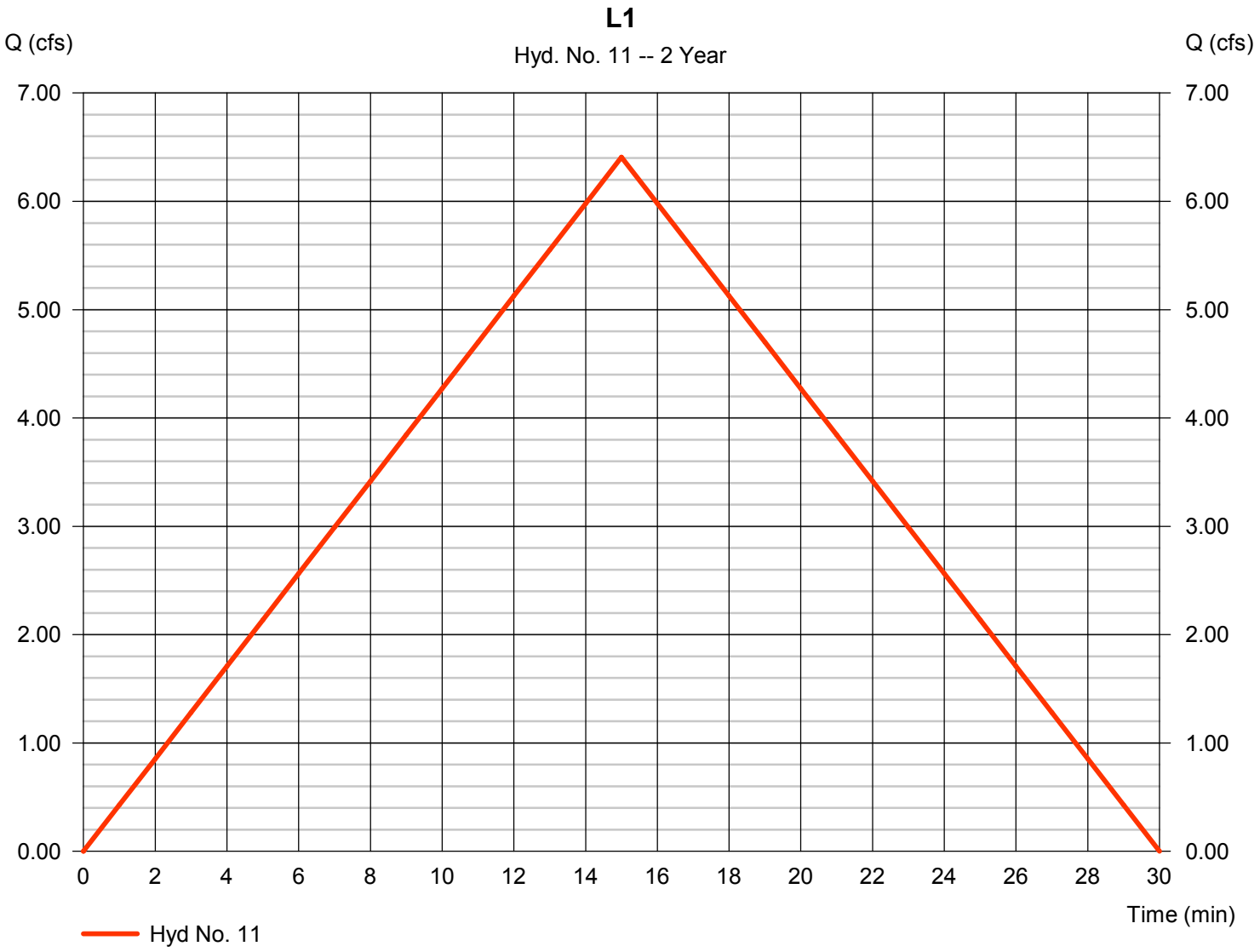


Hydrograph Report

Hyd. No. 11

L1

Hydrograph type	=	Rational	Peak discharge	=	6.408 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	5,767 cuft
Drainage area	=	2.980 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

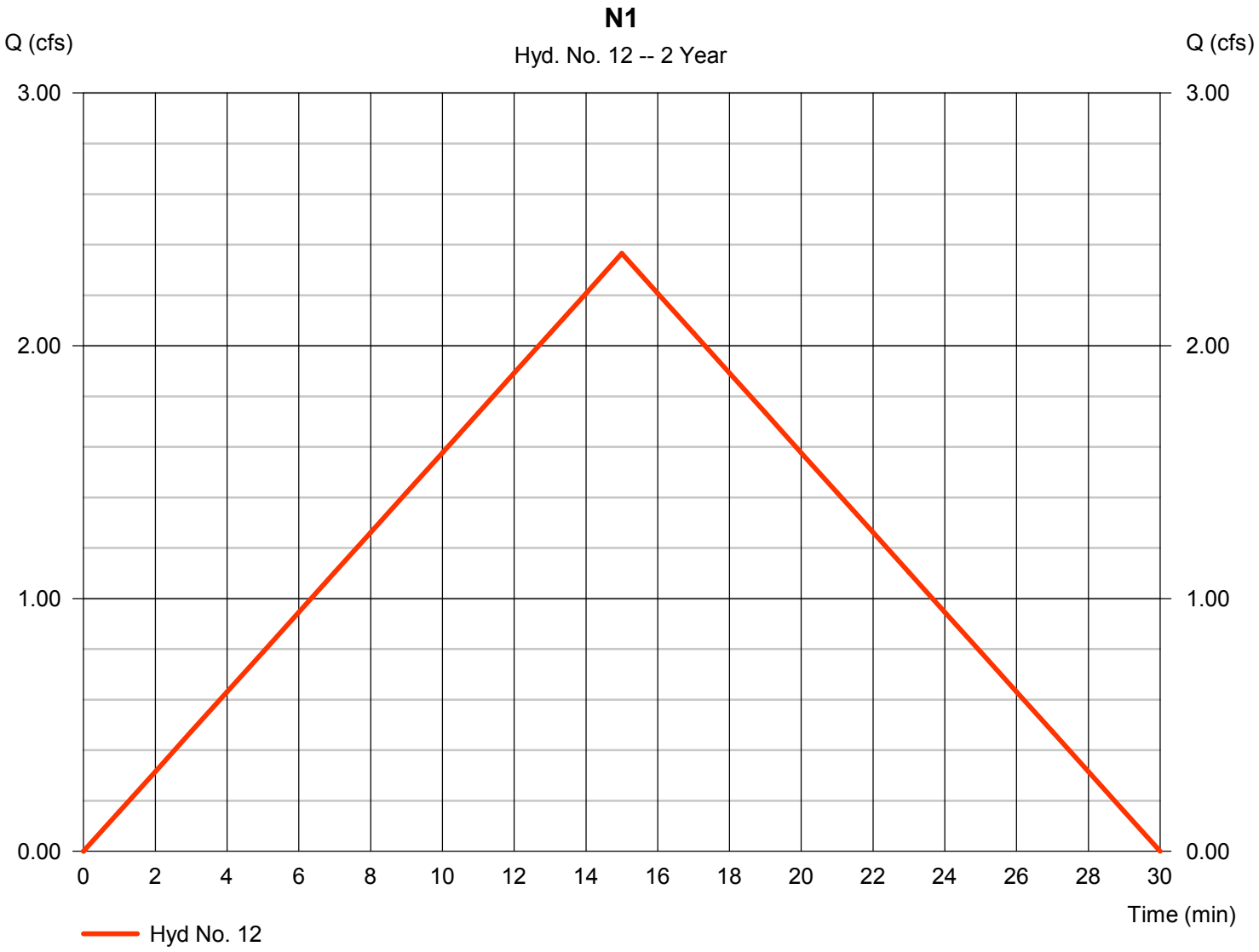


Hydrograph Report

Hyd. No. 12

N1

Hydrograph type	=	Rational	Peak discharge	=	2.365 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,129 cuft
Drainage area	=	1.100 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

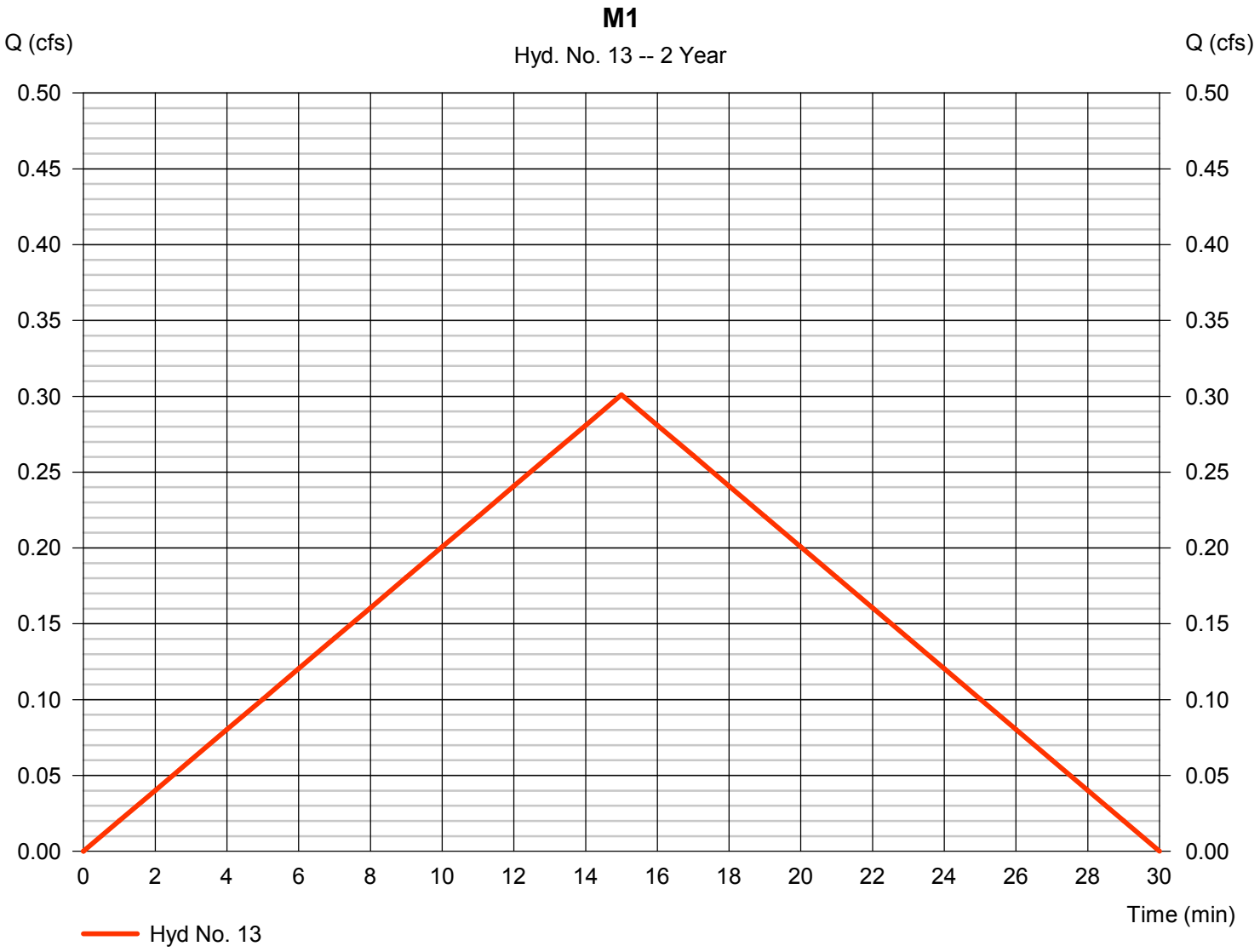


Hydrograph Report

Hyd. No. 13

M1

Hydrograph type	=	Rational	Peak discharge	=	0.301 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	271 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

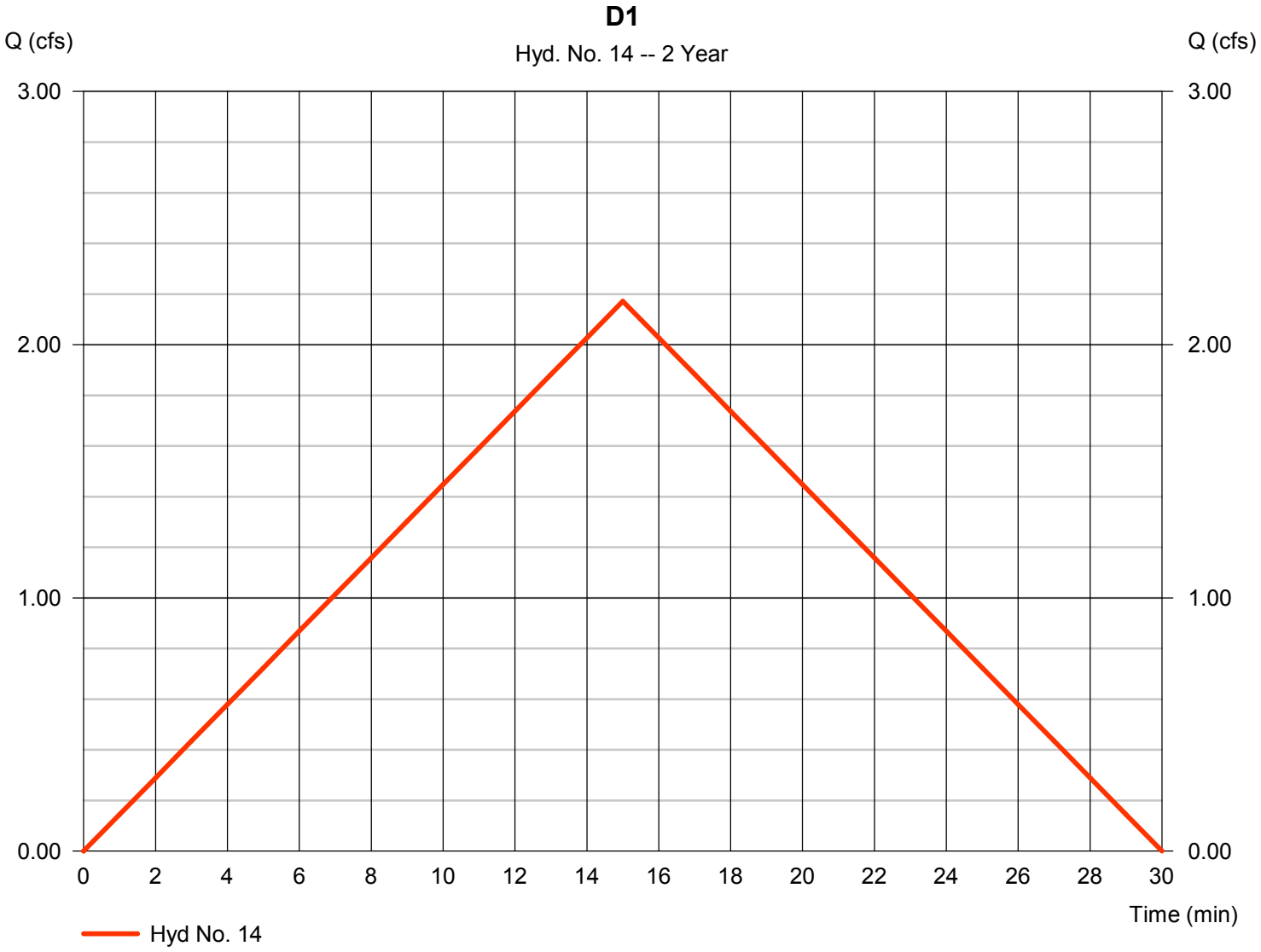


Hydrograph Report

Hyd. No. 14

D1

Hydrograph type	=	Rational	Peak discharge	=	2.172 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	1,955 cuft
Drainage area	=	1.010 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

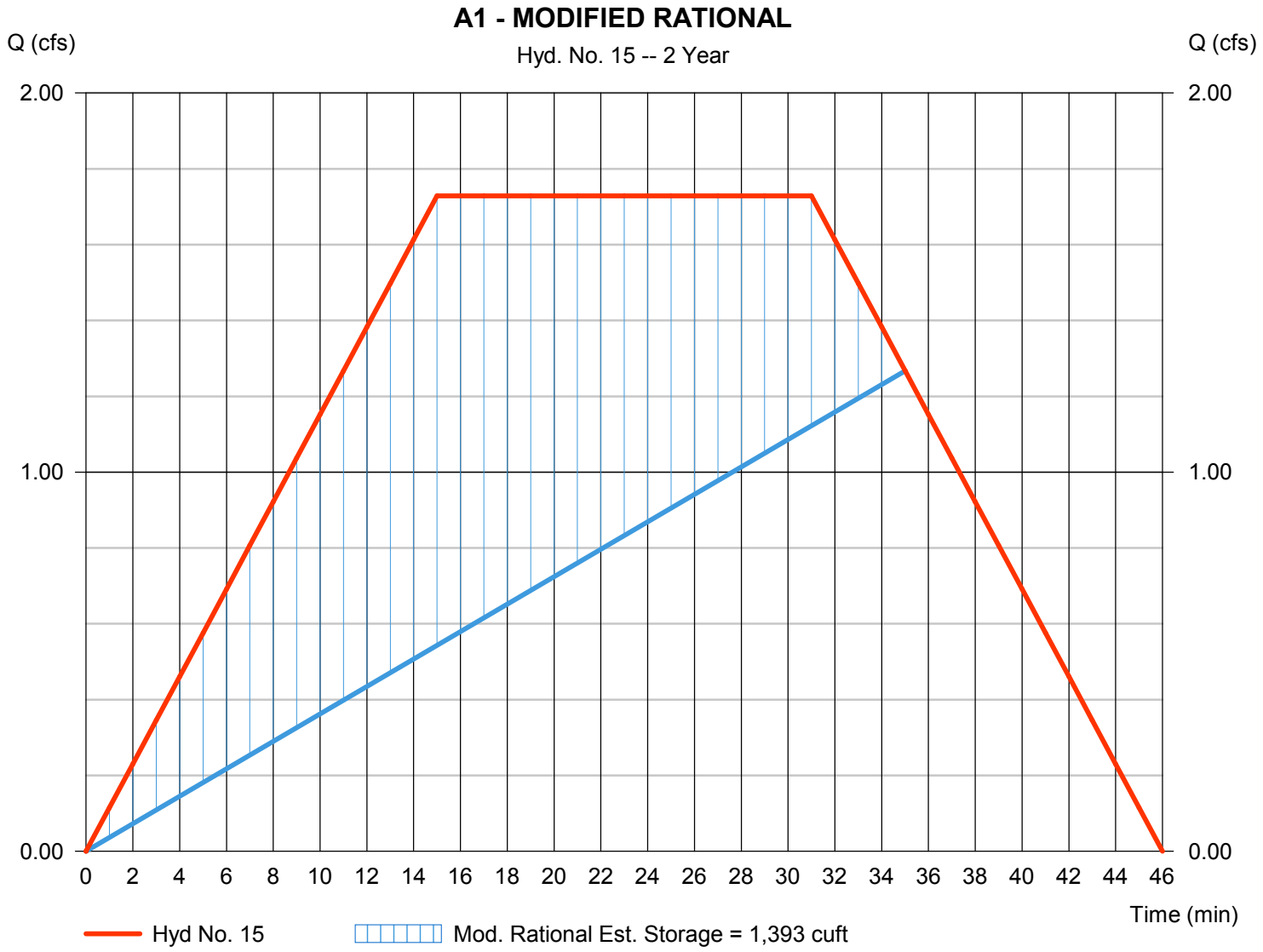


Hydrograph Report

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 1.728 cfs
Storm frequency	= 2 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 3,220 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 2.381 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 2.1 x Tc
Target Q	=1.300 cfs	Est. Req'd Storage	=1,393 cuft



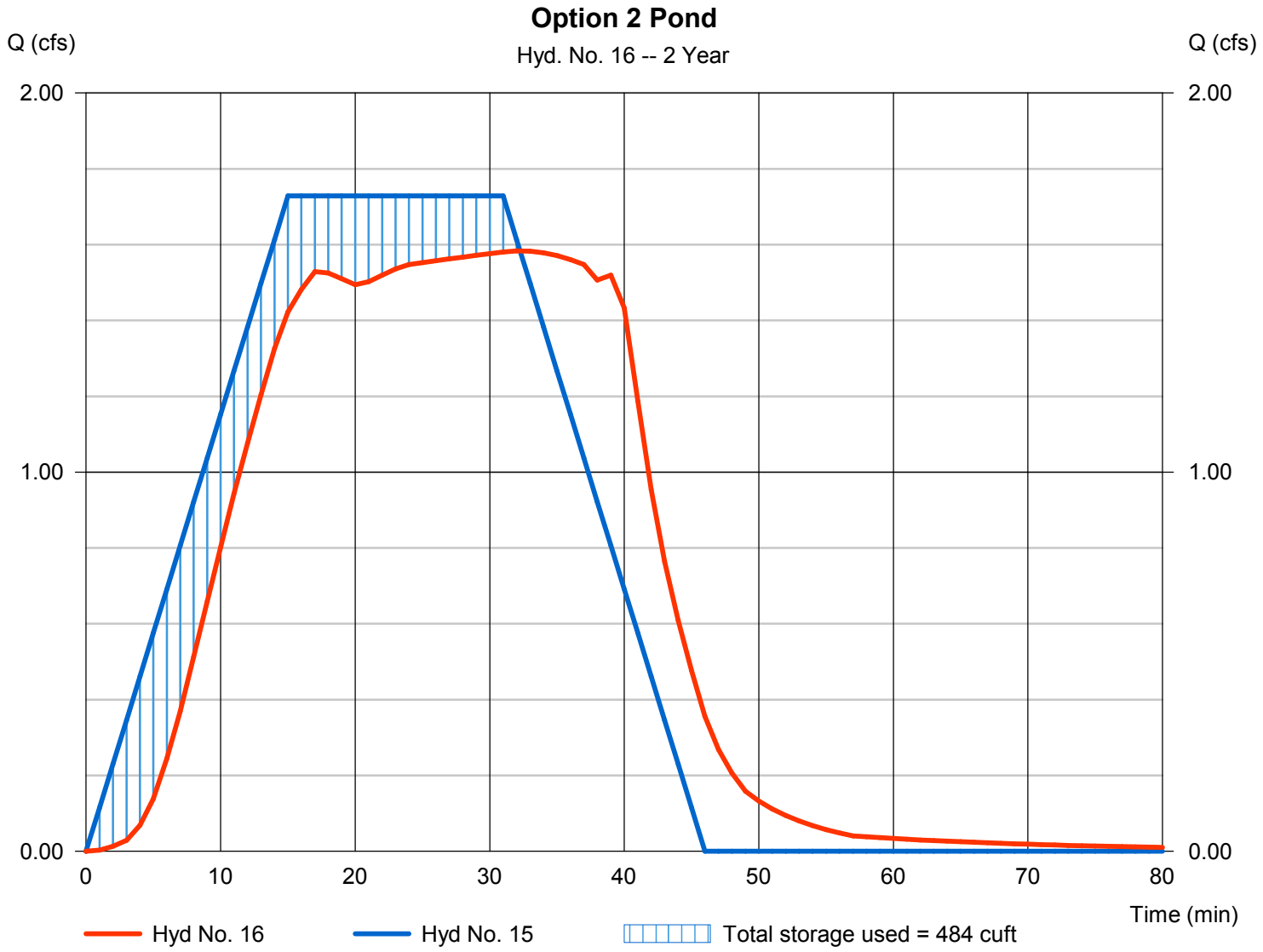
Hydrograph Report

Hyd. No. 16

Option 2 Pond

Hydrograph type	=	Reservoir	Peak discharge	=	1.583 cfs
Storm frequency	=	2 yrs	Time to peak	=	32 min
Time interval	=	1 min	Hyd. volume	=	3,214 cuft
Inflow hyd. No.	=	15 - A1 - MODIFIED RATIONAL	Max. Elevation	=	1194.07 ft
Reservoir name	=	Option 2 Pond	Max. Storage	=	484 cuft

Storage Indication method used.



Pond No. 1 - Option 2 Pond

Pond Data

Pond storage is based on user-defined values.

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1193.00	n/a	0	0
1.00	1194.00	n/a	405	405
2.00	1195.00	n/a	1,102	1,507
3.00	1196.00	n/a	1,733	3,240
4.00	1197.00	n/a	2,452	5,692
5.00	1198.00	n/a	3,264	8,956
6.00	1199.00	n/a	4,527	13,483

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 10.00	0.00	0.00	0.00
Span (in)	= 10.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 1193.00	0.00	0.00	0.00
Length (ft)	= 250.00	0.00	0.00	0.00
Slope (%)	= 0.50	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 0.00	0.00	0.00	0.00
Crest El. (ft)	= 0.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= ---	---	---	---
Multi-Stage	= No	No	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

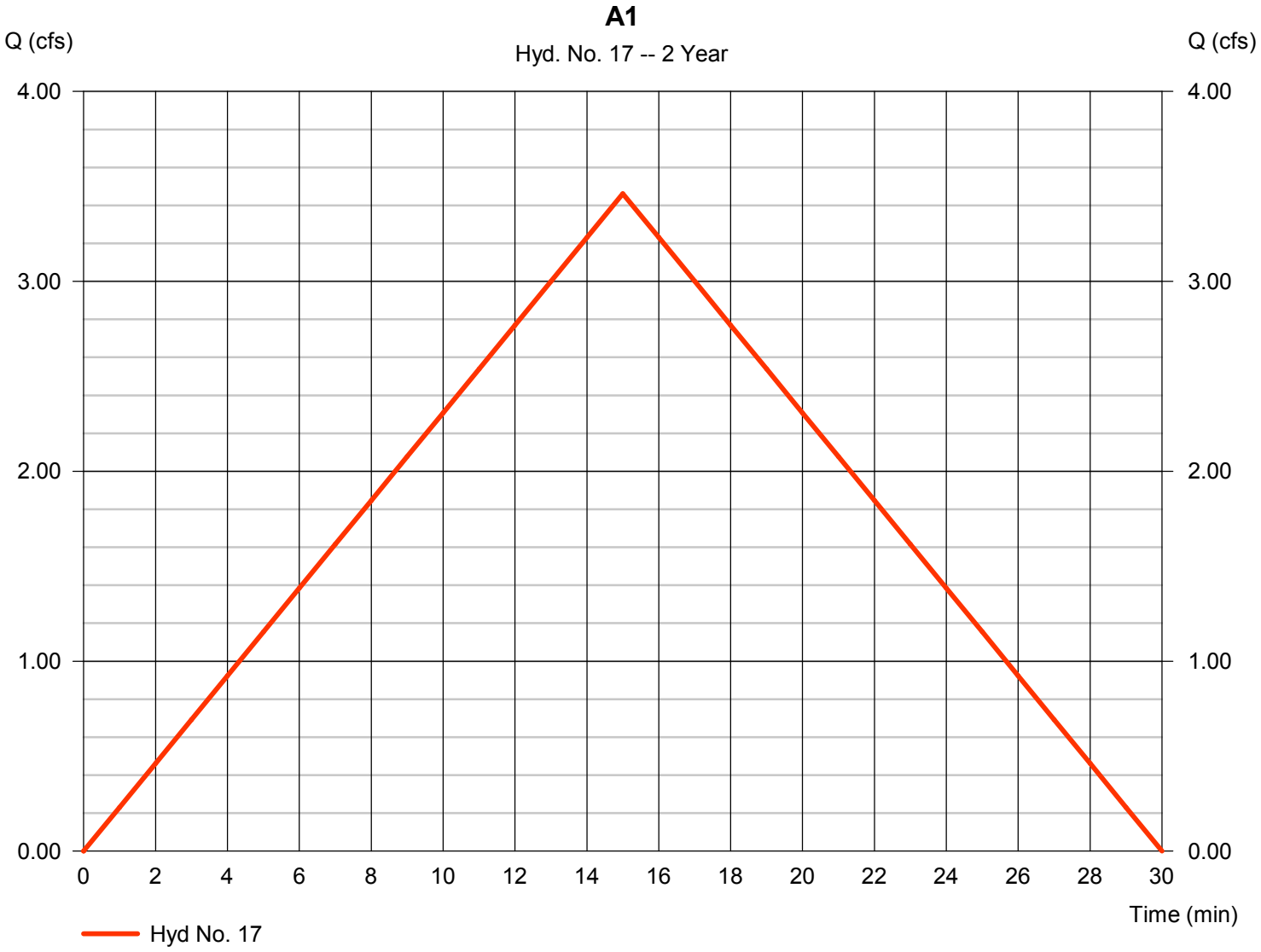
Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	1193.00	0.00	---	---	---	---	---	---	---	---	---	0.000
1.00	405	1194.00	1.54 oc	---	---	---	---	---	---	---	---	---	1.545
2.00	1,507	1195.00	2.02 oc	---	---	---	---	---	---	---	---	---	2.018
3.00	3,240	1196.00	2.40 oc	---	---	---	---	---	---	---	---	---	2.399
4.00	5,692	1197.00	2.73 oc	---	---	---	---	---	---	---	---	---	2.728
5.00	8,956	1198.00	3.02 oc	---	---	---	---	---	---	---	---	---	3.021
6.00	13,483	1199.00	3.29 oc	---	---	---	---	---	---	---	---	---	3.288

Hydrograph Report

Hyd. No. 17

A1

Hydrograph type	=	Rational	Peak discharge	=	3.462 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,116 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.6
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	=	Rational	Peak discharge	=	1.731 cfs
Storm frequency	=	2 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	1,558 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.3
Intensity	=	3.584 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

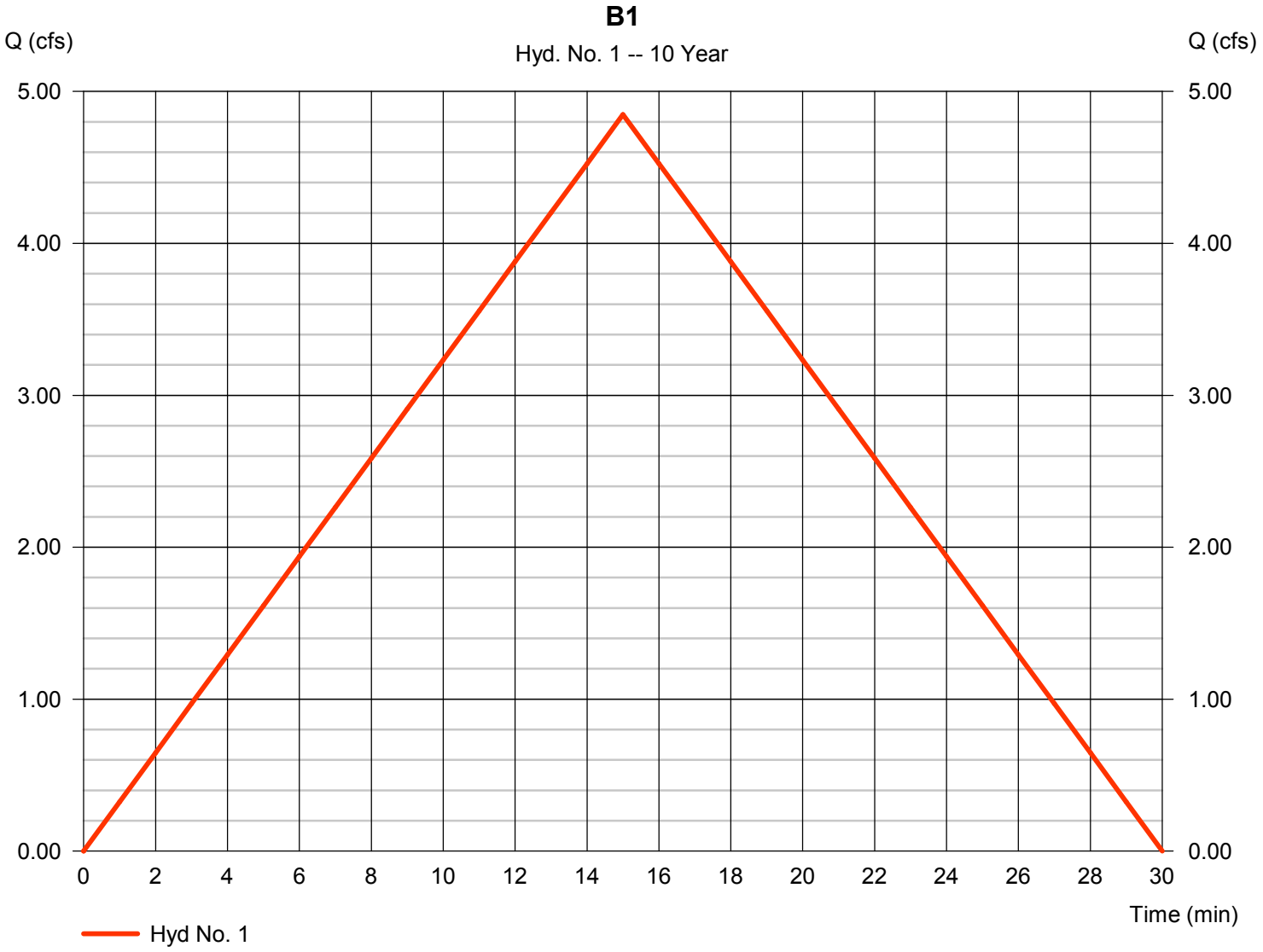
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	4.849	1	15	4,364	------	------	------	B1
2	Rational	13.61	1	15	12,252	------	------	------	C1
3	Rational	7.739	1	15	6,965	------	------	------	E1
4	Rational	0.249	1	15	224	------	------	------	EX1 (OUTFALL)
5	Rational	37.42	1	15	33,680	------	------	------	F1
6	Rational	0.466	1	15	420	------	------	------	G1
7	Rational	2.424	1	15	2,182	------	------	------	H1
8	Rational	0.435	1	15	392	------	------	------	I1
9	Rational	10.44	1	15	9,399	------	------	------	J1
10	Rational	4.196	1	15	3,776	------	------	------	K1
11	Rational	9.262	1	15	8,336	------	------	------	L1
12	Rational	3.419	1	15	3,077	------	------	------	N1
13	Rational	0.435	1	15	392	------	------	------	M1
14	Rational	3.139	1	15	2,825	------	------	------	D1
15	Mod. Rational	2.166	1	15	5,206	------	------	------	A1 - MODIFIED RATIONAL
16	Reservoir	1.849	1	42	5,199	15	1194.61	1,080	Option 2 Pond
17	Rational	5.004	1	15	4,504	------	------	------	A1
18	Rational	2.502	1	15	2,252	------	------	------	A1 - PRE-DEV

Hydrograph Report

Hyd. No. 1

B1

Hydrograph type	=	Rational	Peak discharge	=	4.849 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	4,364 cuft
Drainage area	=	1.560 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

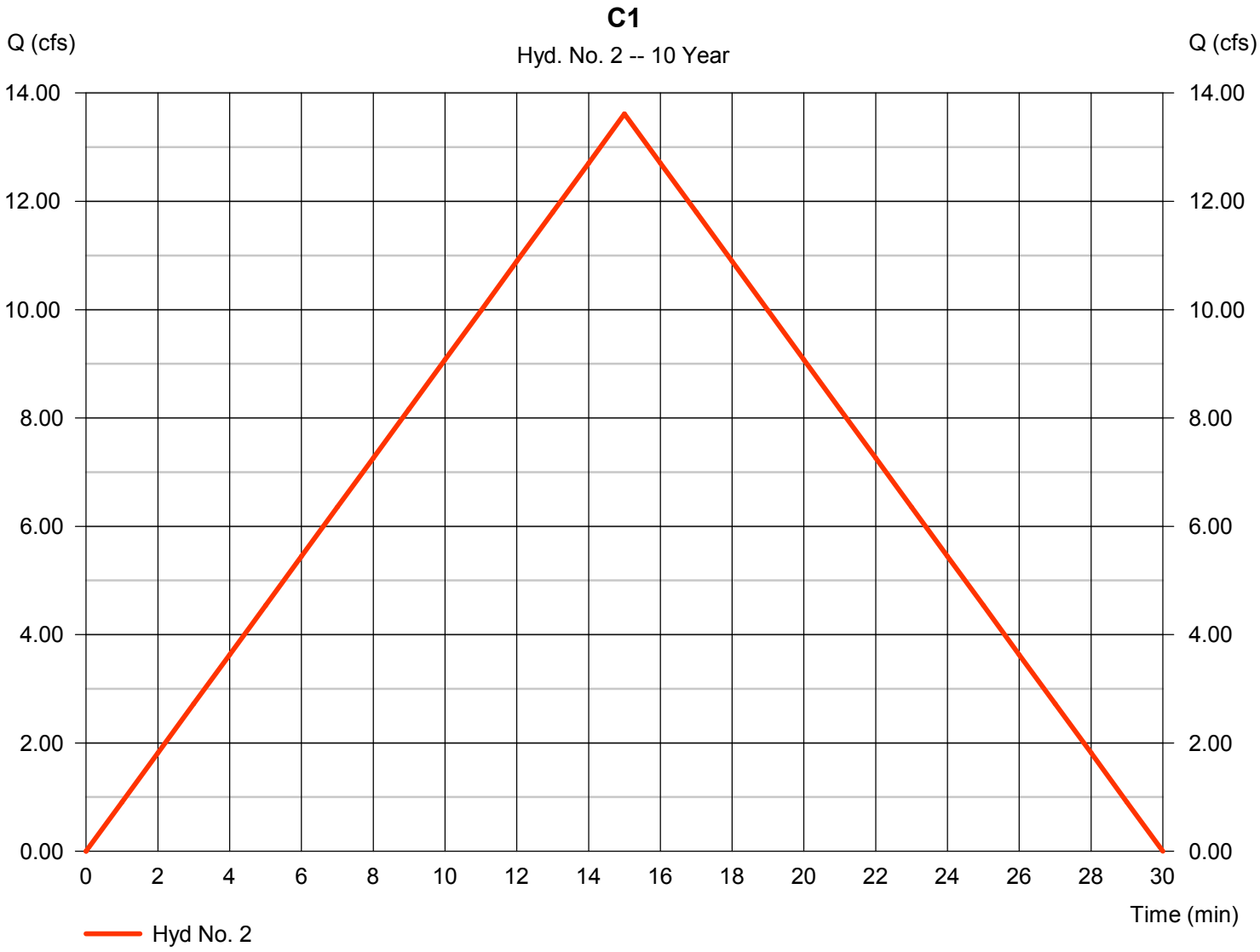


Hydrograph Report

Hyd. No. 2

C1

Hydrograph type	=	Rational	Peak discharge	=	13.61 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	12,252 cuft
Drainage area	=	4.380 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

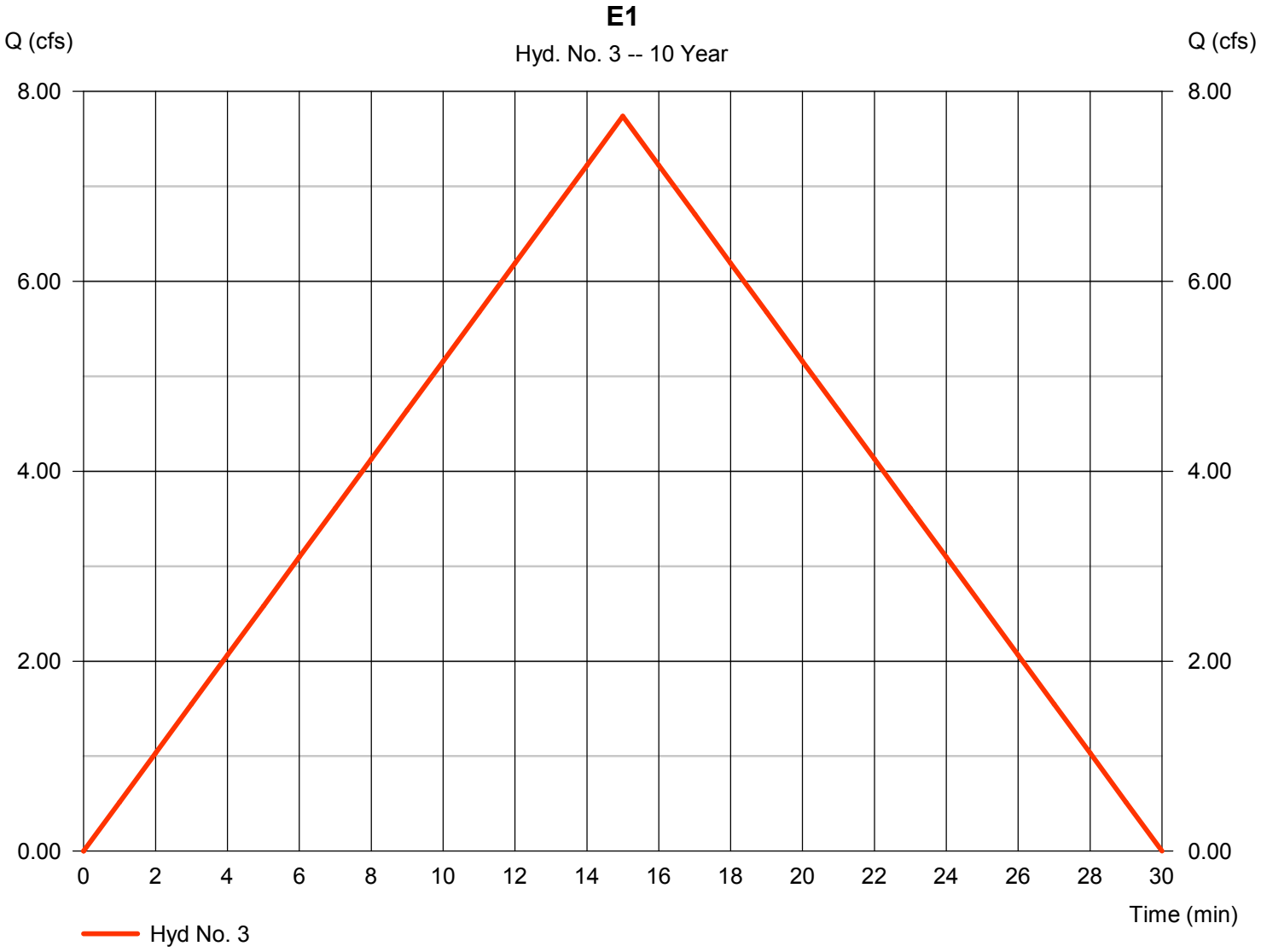


Hydrograph Report

Hyd. No. 3

E1

Hydrograph type	=	Rational	Peak discharge	=	7.739 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	6,965 cuft
Drainage area	=	2.490 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

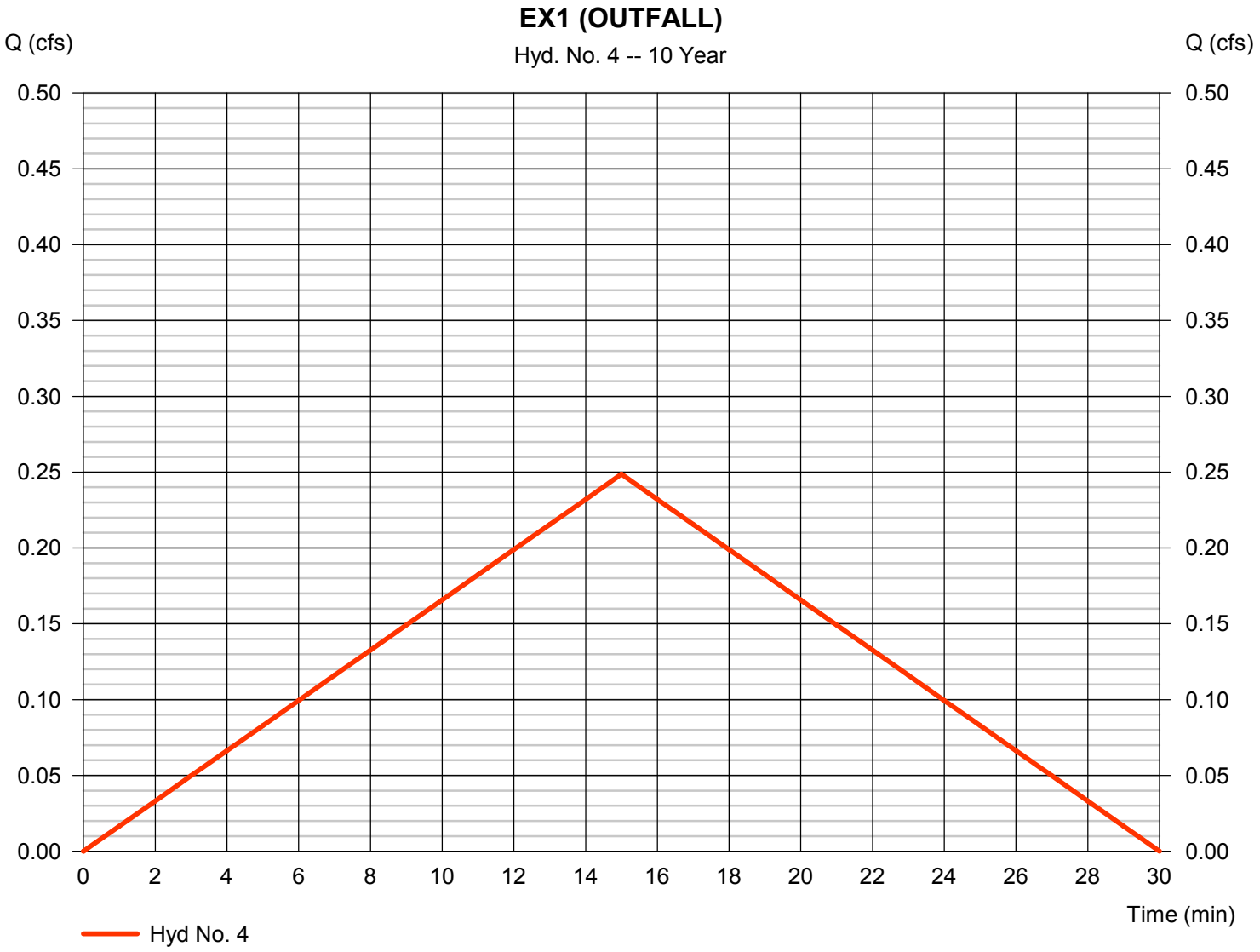


Hydrograph Report

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	=	Rational	Peak discharge	=	0.249 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	224 cuft
Drainage area	=	0.080 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

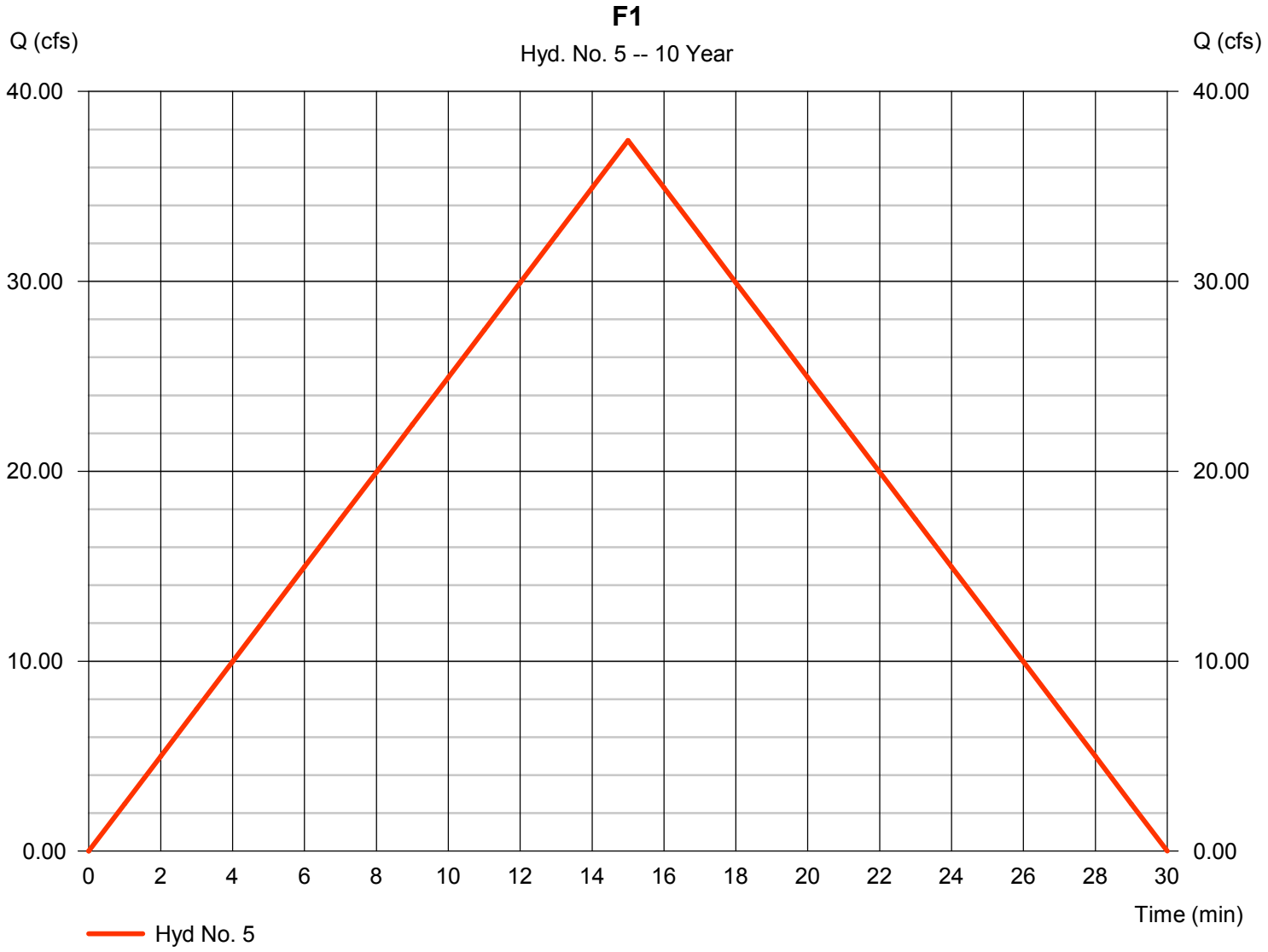


Hydrograph Report

Hyd. No. 5

F1

Hydrograph type	=	Rational	Peak discharge	=	37.42 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	33,680 cuft
Drainage area	=	12.040 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 6

G1

Hydrograph type	=	Rational	Peak discharge	=	0.466 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	420 cuft
Drainage area	=	0.150 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 7

H1

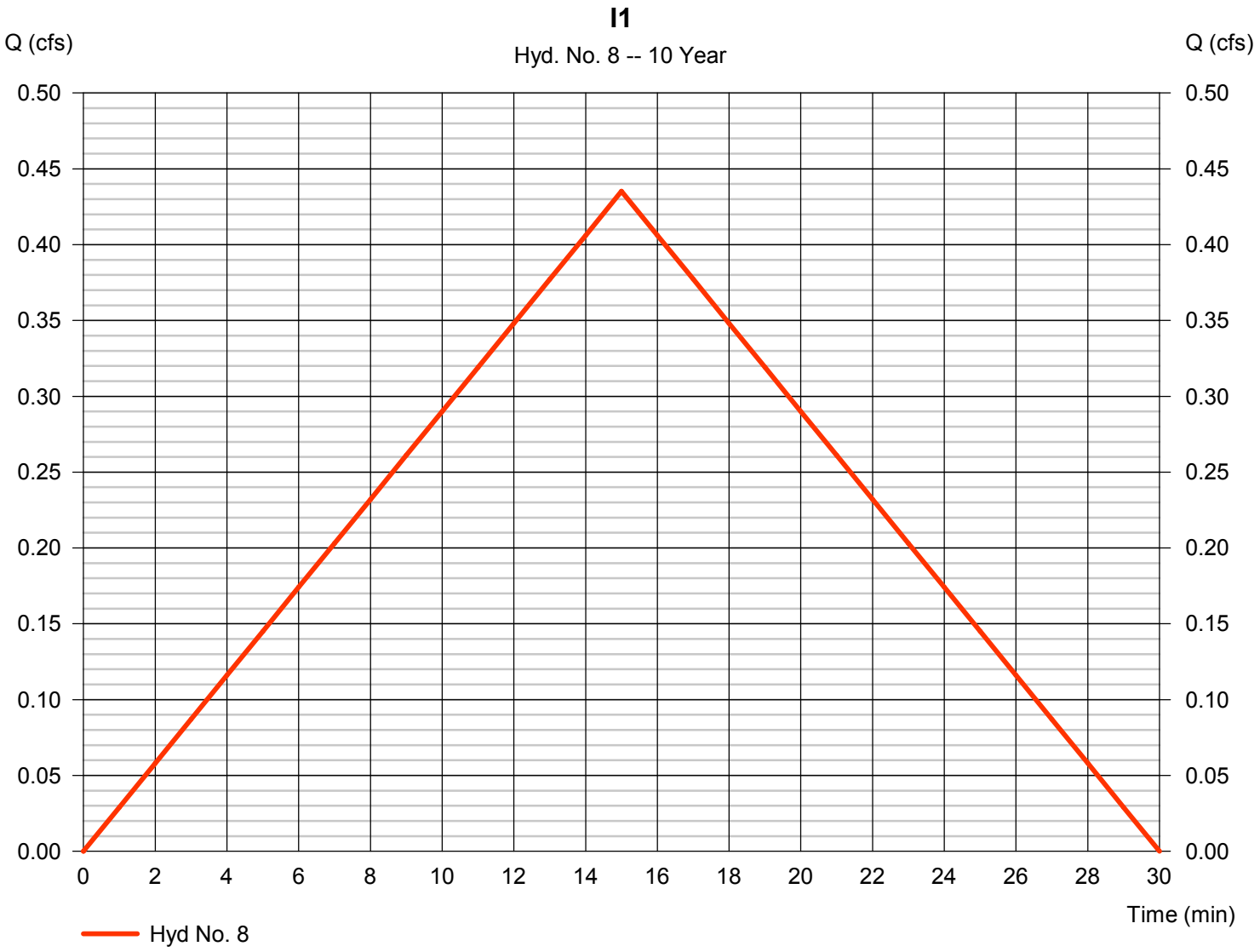
Hydrograph type	=	Rational	Peak discharge	=	2.424 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,182 cuft
Drainage area	=	0.780 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 8

I1

Hydrograph type	=	Rational	Peak discharge	=	0.435 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	392 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

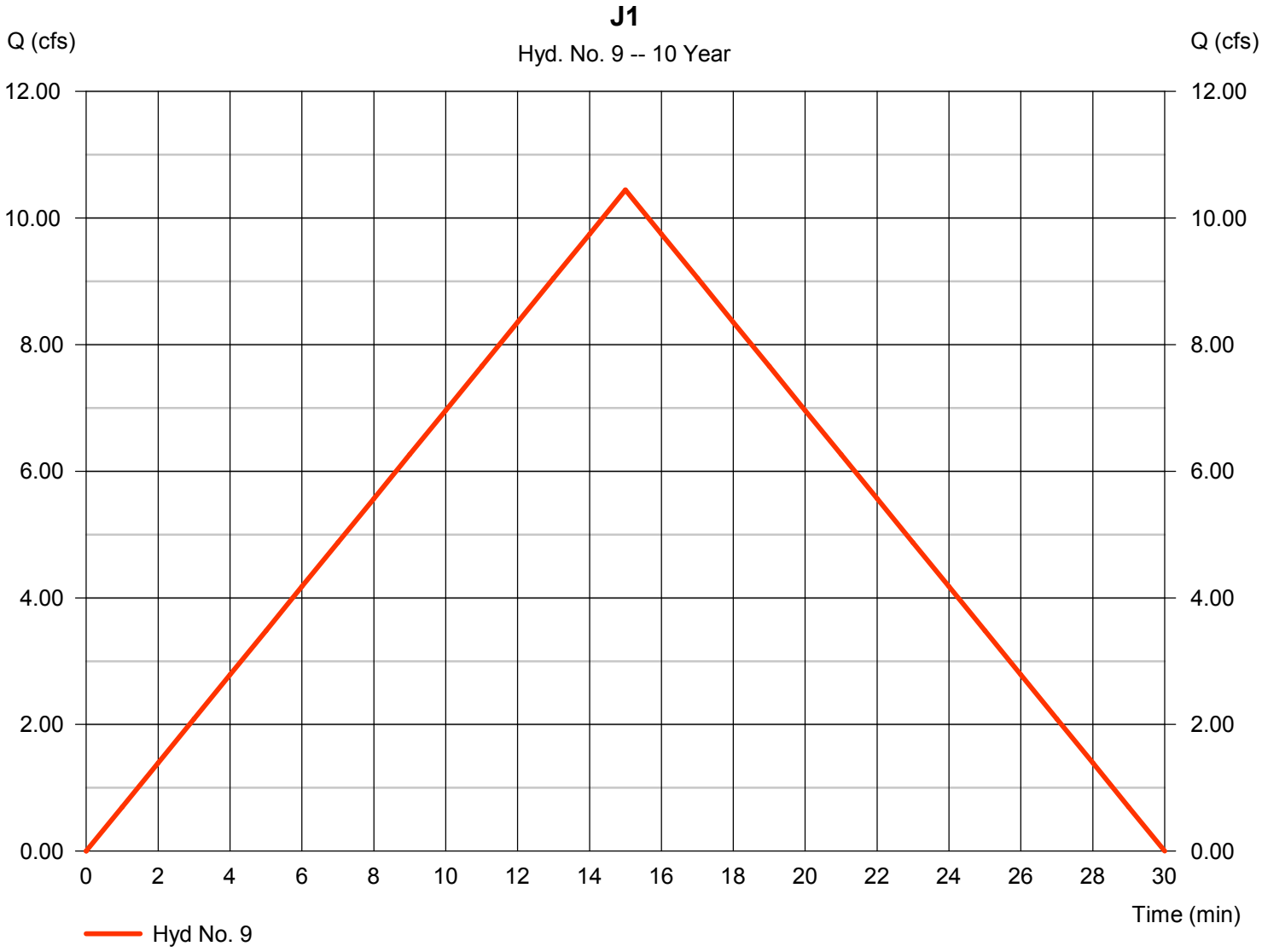


Hydrograph Report

Hyd. No. 9

J1

Hydrograph type	=	Rational	Peak discharge	=	10.44 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	9,399 cuft
Drainage area	=	3.360 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 10

K1

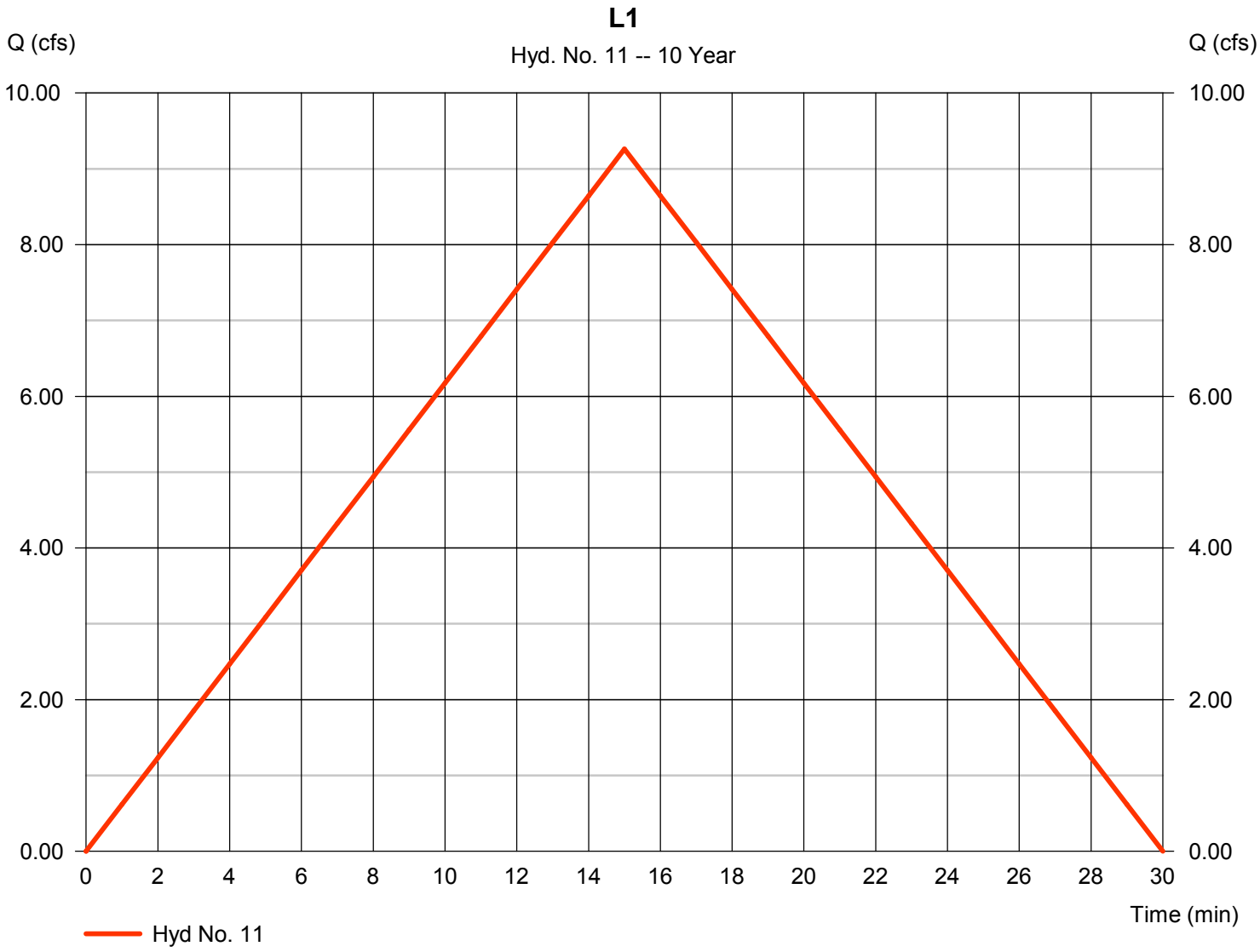
Hydrograph type	=	Rational	Peak discharge	=	4.196 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,776 cuft
Drainage area	=	1.350 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 11

L1

Hydrograph type	=	Rational	Peak discharge	=	9.262 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	8,336 cuft
Drainage area	=	2.980 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 12

N1

Hydrograph type	=	Rational	Peak discharge	=	3.419 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,077 cuft
Drainage area	=	1.100 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 13

M1

Hydrograph type	=	Rational	Peak discharge	=	0.435 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	392 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 14

D1

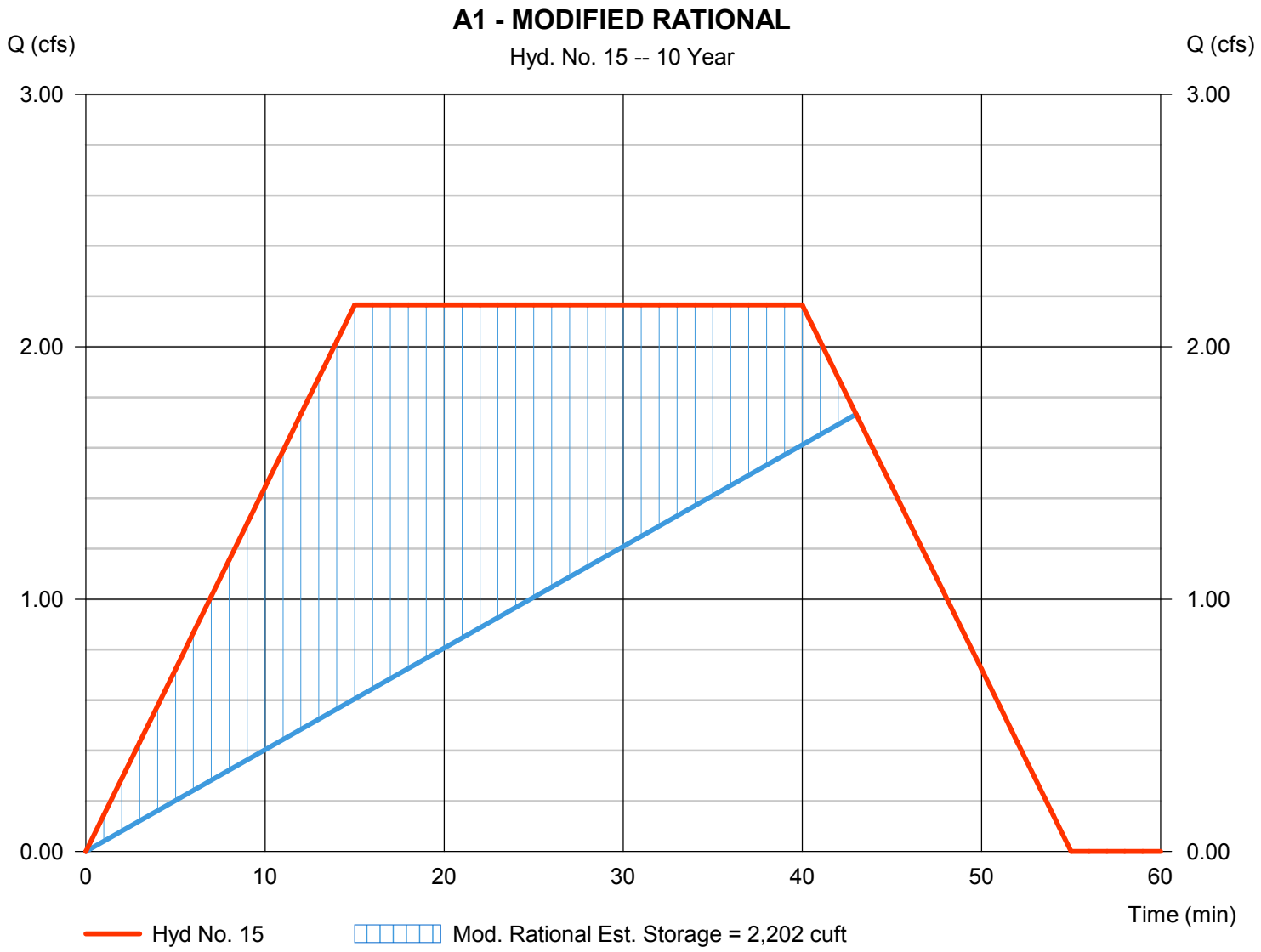
Hydrograph type	=	Rational	Peak discharge	=	3.139 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,825 cuft
Drainage area	=	1.010 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 2.166 cfs
Storm frequency	= 10 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 5,206 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 2.984 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 2.7 x Tc
Target Q	=1.800 cfs	Est. Req'd Storage	=2,202 cuft



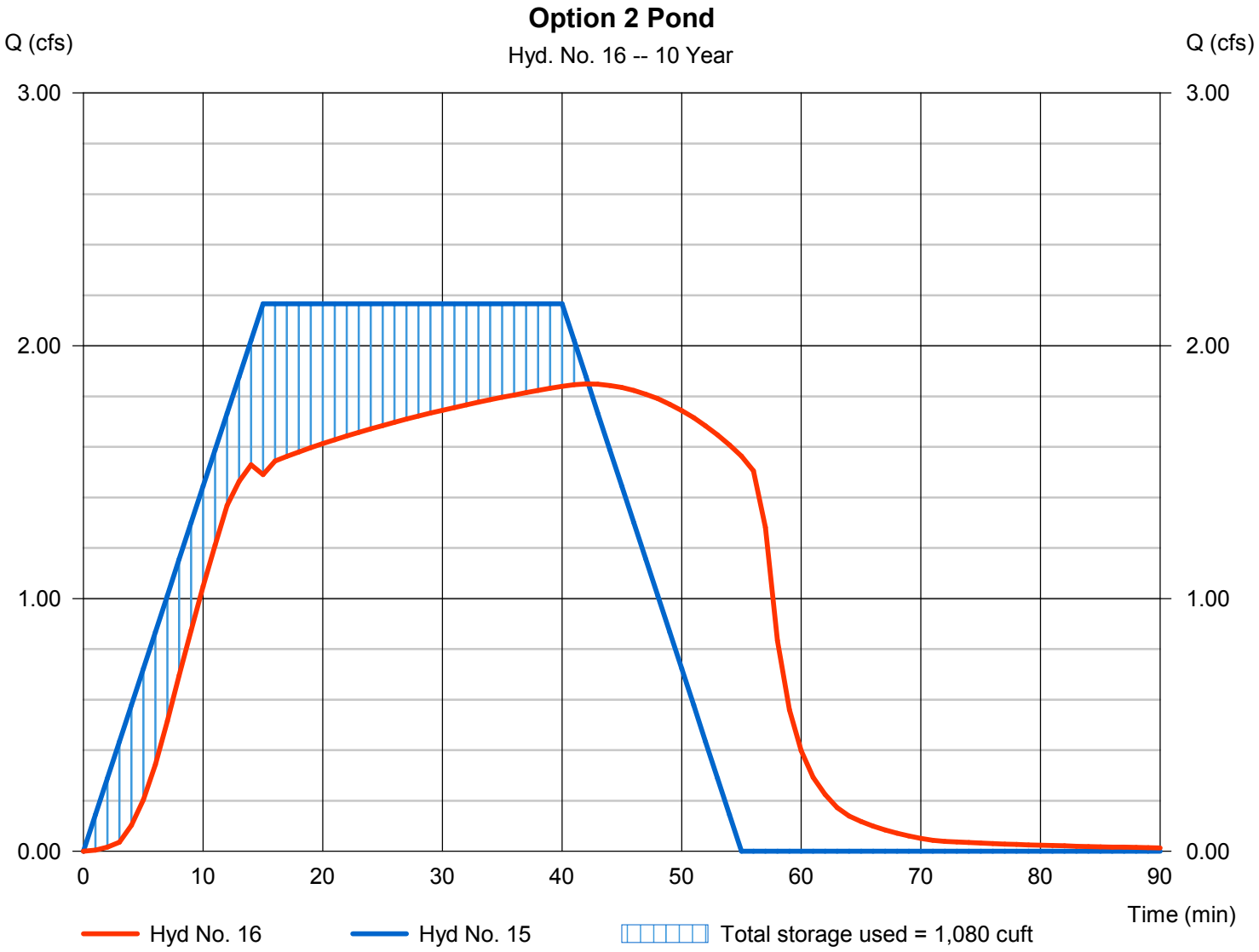
Hydrograph Report

Hyd. No. 16

Option 2 Pond

Hydrograph type	=	Reservoir	Peak discharge	=	1.849 cfs
Storm frequency	=	10 yrs	Time to peak	=	42 min
Time interval	=	1 min	Hyd. volume	=	5,199 cuft
Inflow hyd. No.	=	15 - A1 - MODIFIED RATIONAL	Max. Elevation	=	1194.61 ft
Reservoir name	=	Option 2 Pond	Max. Storage	=	1,080 cuft

Storage Indication method used.

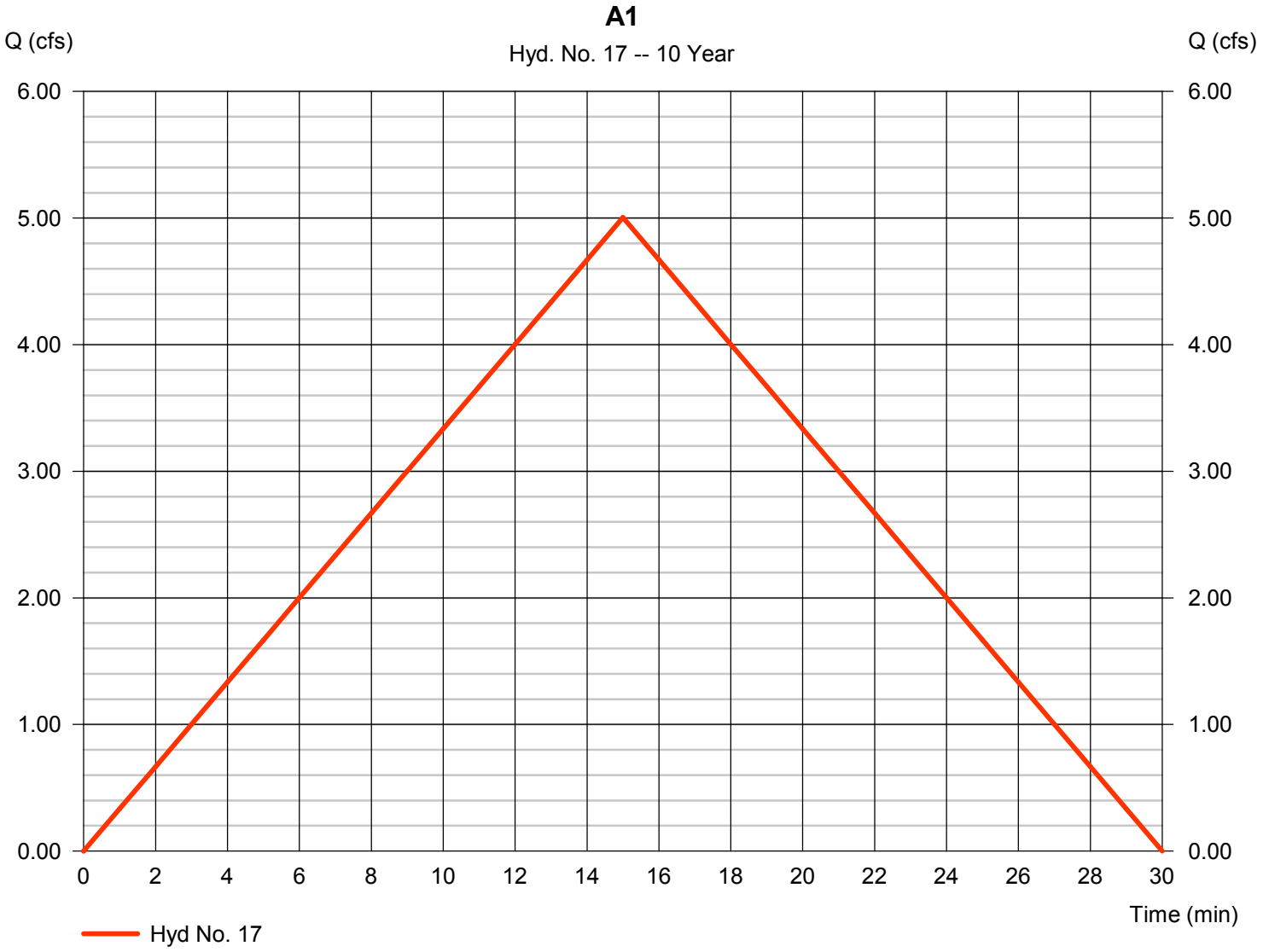


Hydrograph Report

Hyd. No. 17

A1

Hydrograph type	=	Rational	Peak discharge	=	5.004 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	4,504 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.6
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	=	Rational	Peak discharge	=	2.502 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,252 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.3
Intensity	=	5.180 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

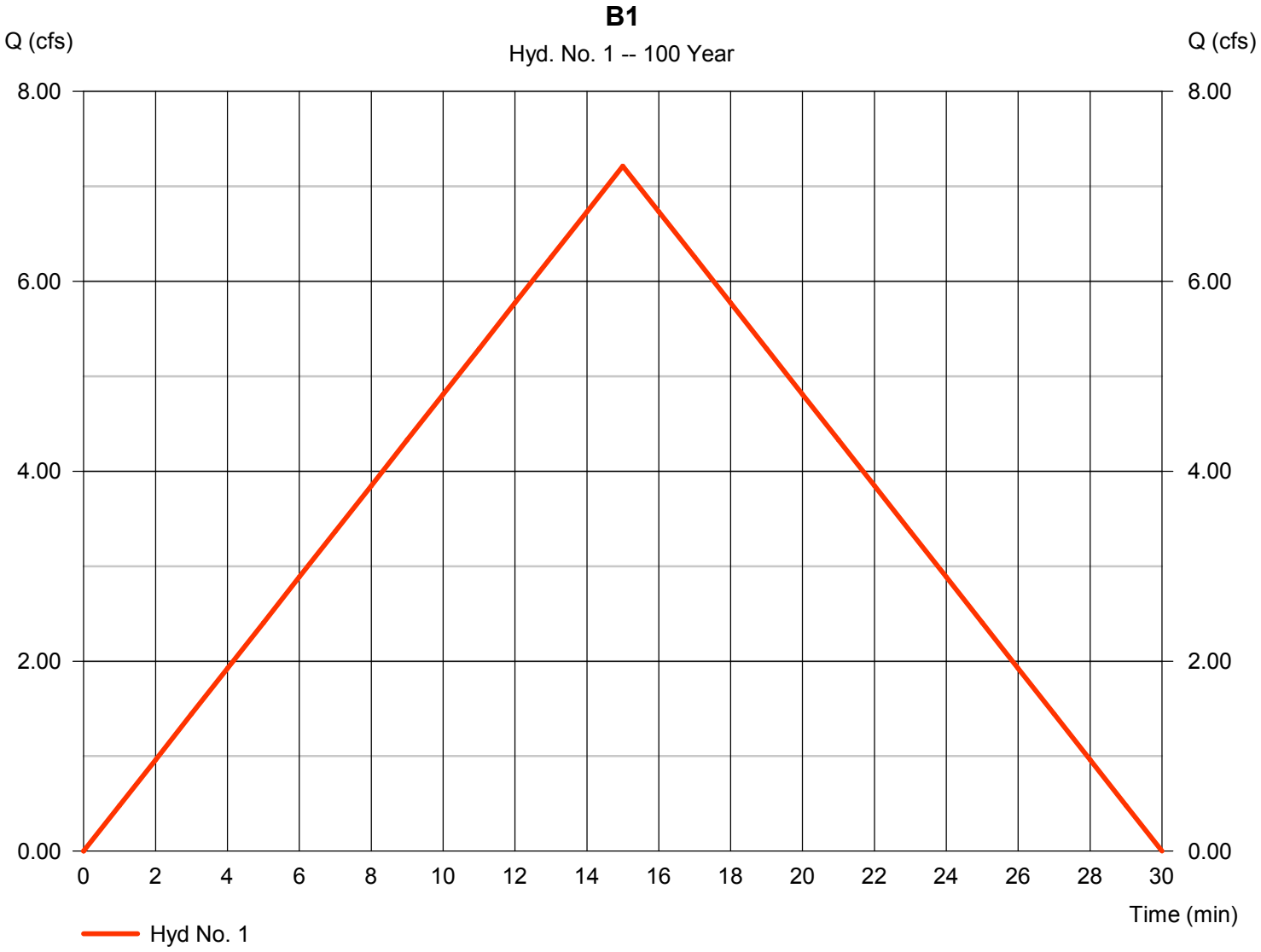
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	7.215	1	15	6,493	------	------	------	B1
2	Rational	20.26	1	15	18,232	------	------	------	C1
3	Rational	11.52	1	15	10,365	------	------	------	E1
4	Rational	0.370	1	15	333	------	------	------	EX1 (OUTFALL)
5	Rational	55.68	1	15	50,116	------	------	------	F1
6	Rational	0.694	1	15	624	------	------	------	G1
7	Rational	3.607	1	15	3,247	------	------	------	H1
8	Rational	0.647	1	15	583	------	------	------	I1
9	Rational	15.54	1	15	13,986	------	------	------	J1
10	Rational	6.244	1	15	5,619	------	------	------	K1
11	Rational	13.78	1	15	12,404	------	------	------	L1
12	Rational	5.087	1	15	4,579	------	------	------	N1
13	Rational	0.647	1	15	583	------	------	------	M1
14	Rational	4.671	1	15	4,204	------	------	------	D1
15	Mod. Rational	3.116	1	15	8,440	------	------	------	A1 - MODIFIED RATIONAL
16	Reservoir	2.282	1	49	8,411	15	1195.67	2,676	Option 2 Pond
17	Rational	7.446	1	15	6,702	------	------	------	A1
18	Rational	3.723	1	15	3,351	------	------	------	A1 - PRE-DEV

Hydrograph Report

Hyd. No. 1

B1

Hydrograph type	=	Rational	Peak discharge	=	7.215 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	6,493 cuft
Drainage area	=	1.560 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

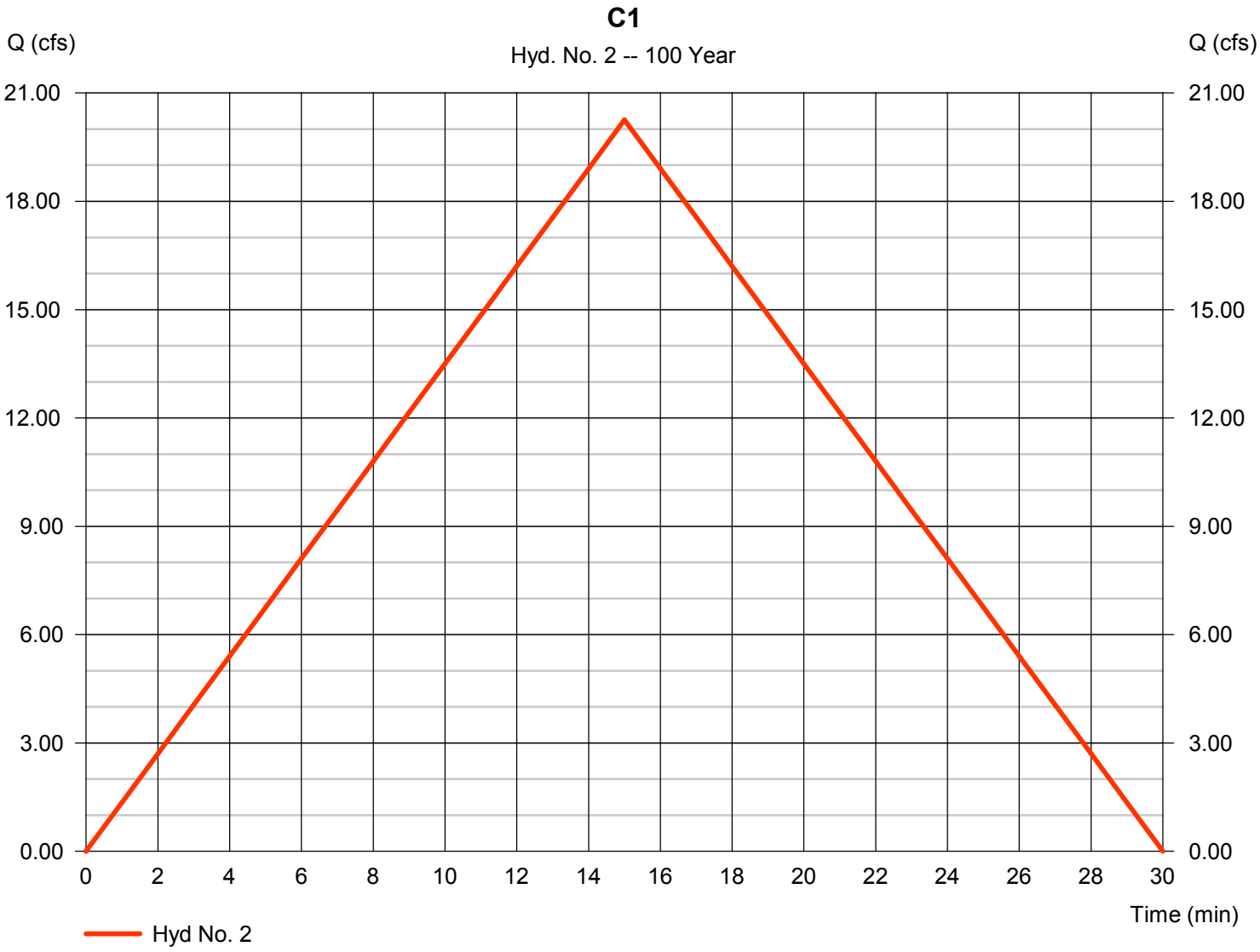


Hydrograph Report

Hyd. No. 2

C1

Hydrograph type	=	Rational	Peak discharge	=	20.26 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	18,232 cuft
Drainage area	=	4.380 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

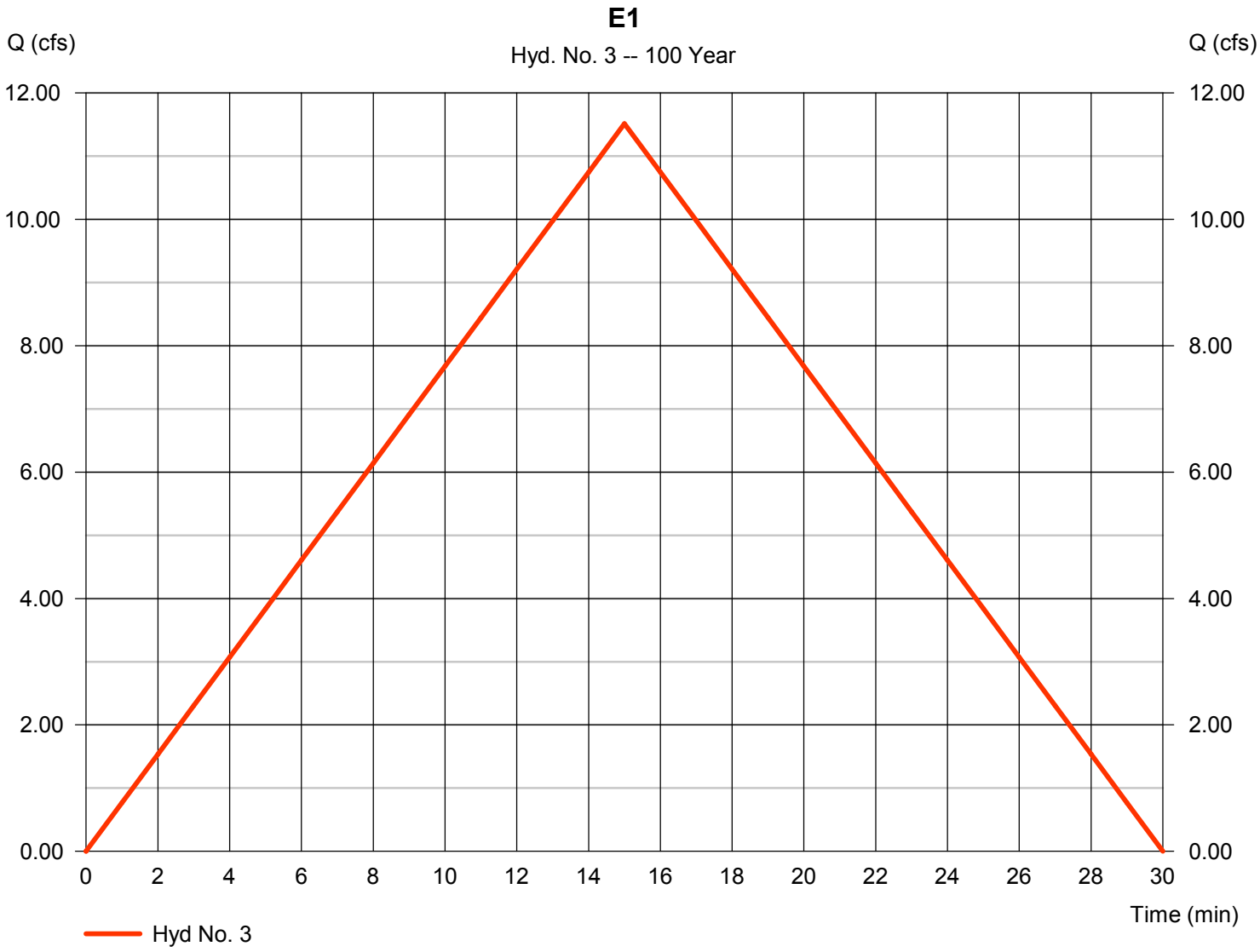


Hydrograph Report

Hyd. No. 3

E1

Hydrograph type	=	Rational	Peak discharge	=	11.52 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	10,365 cuft
Drainage area	=	2.490 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

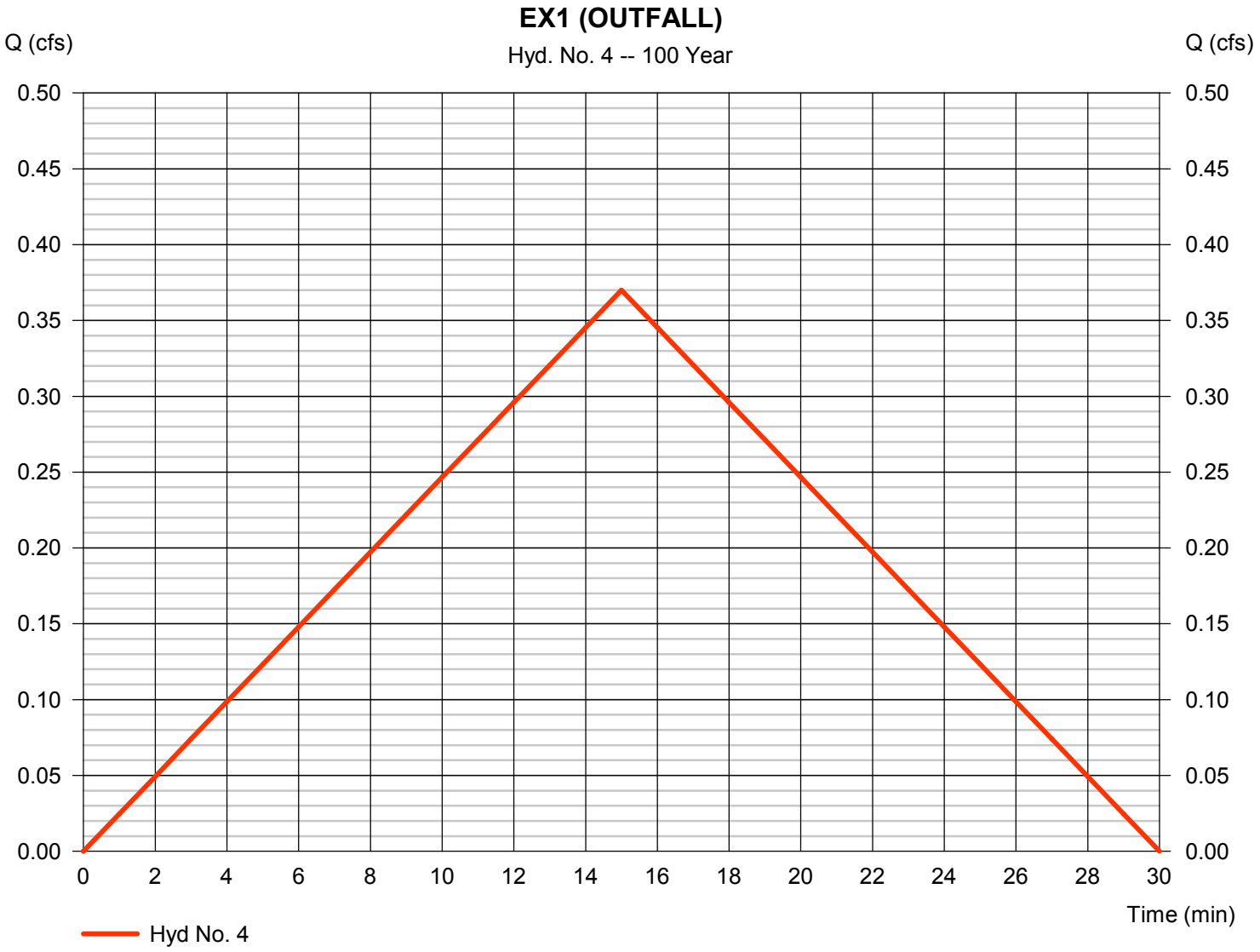


Hydrograph Report

Hyd. No. 4

EX1 (OUTFALL)

Hydrograph type	=	Rational	Peak discharge	=	0.370 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	333 cuft
Drainage area	=	0.080 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

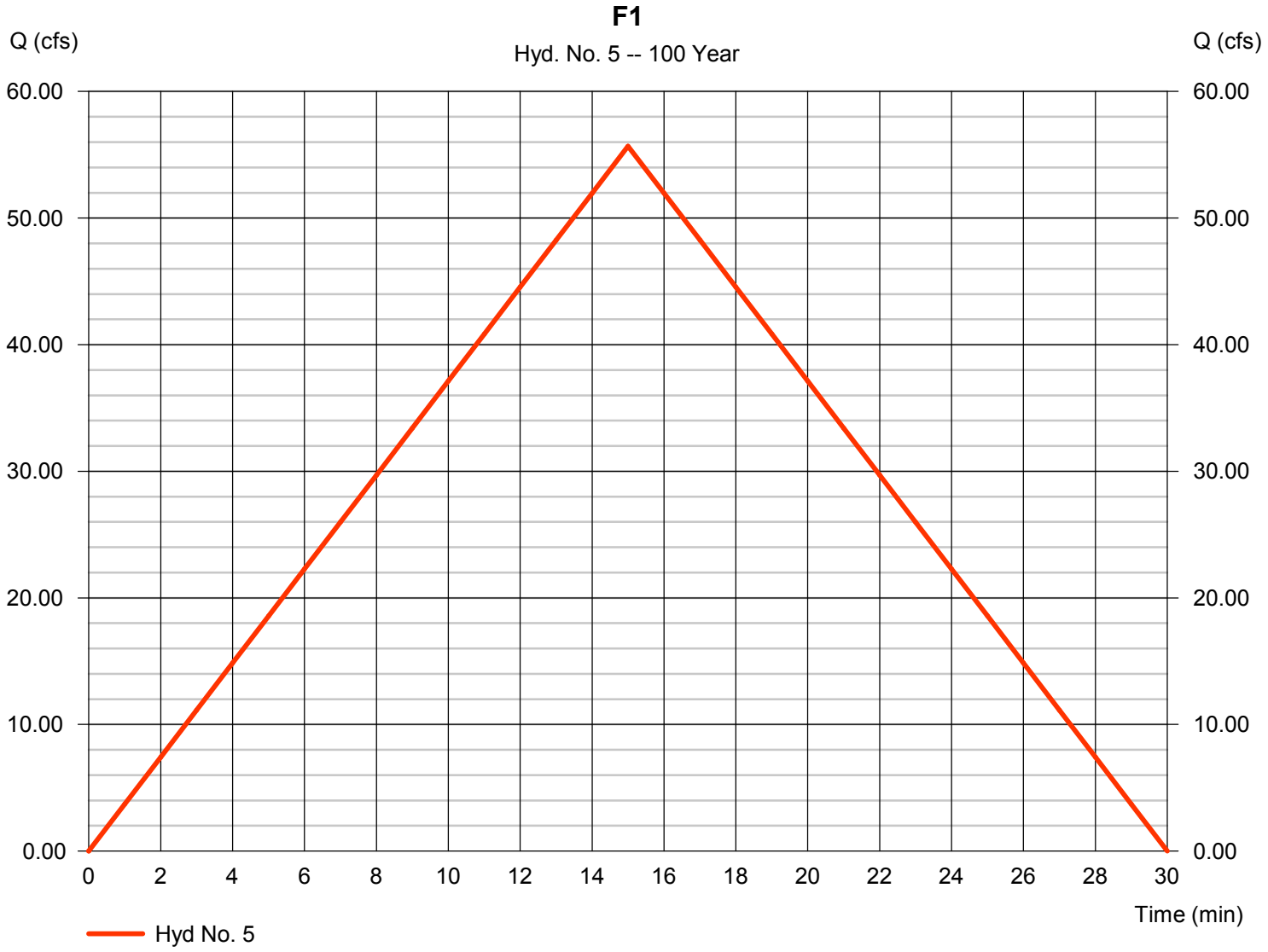


Hydrograph Report

Hyd. No. 5

F1

Hydrograph type	=	Rational	Peak discharge	=	55.68 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	50,116 cuft
Drainage area	=	12.040 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 6

G1

Hydrograph type	=	Rational	Peak discharge	=	0.694 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	624 cuft
Drainage area	=	0.150 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 7

H1

Hydrograph type	=	Rational	Peak discharge	=	3.607 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,247 cuft
Drainage area	=	0.780 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 8

I1

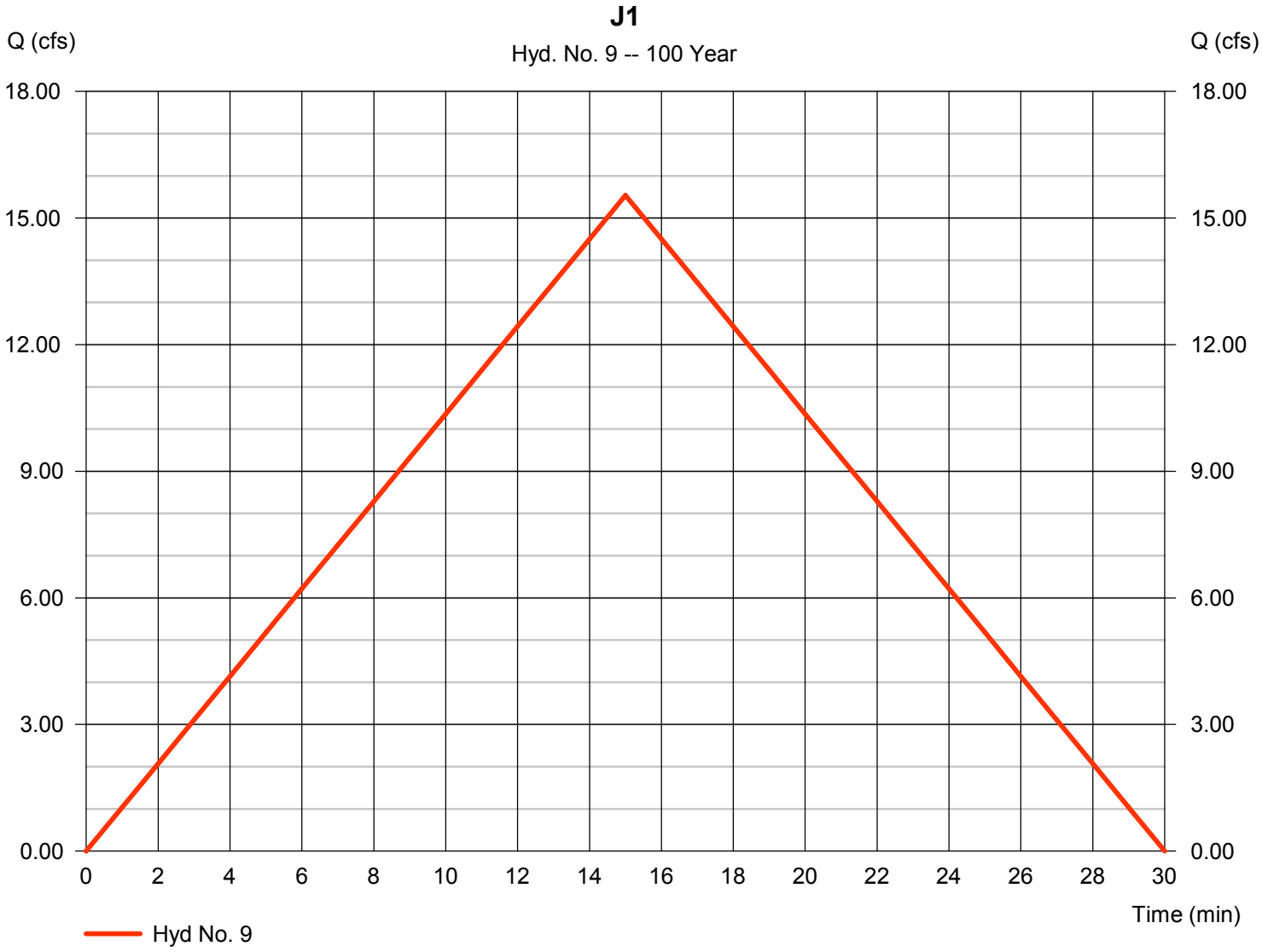
Hydrograph type	=	Rational	Peak discharge	=	0.647 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	583 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 9

J1

Hydrograph type	=	Rational	Peak discharge	=	15.54 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	13,986 cuft
Drainage area	=	3.360 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

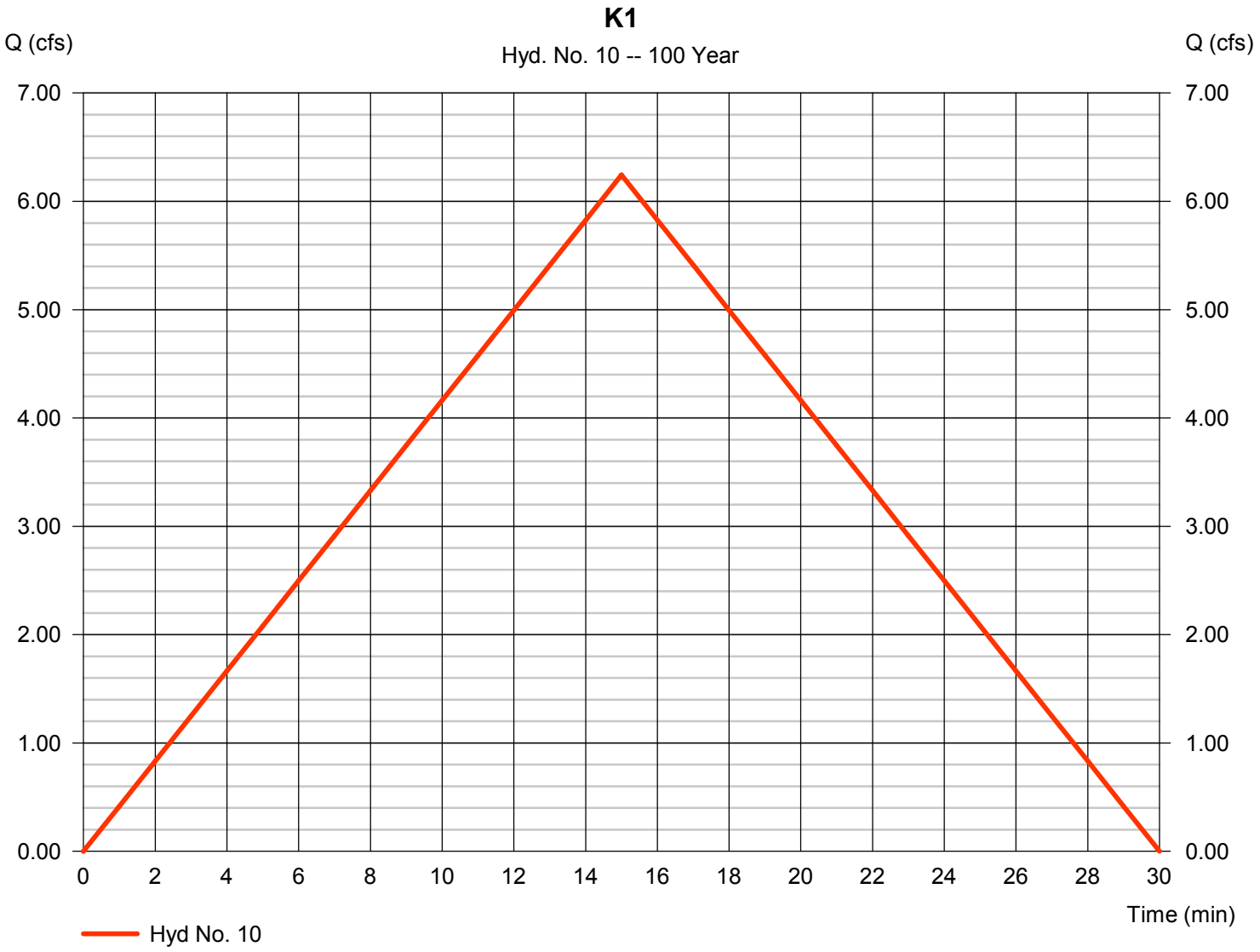


Hydrograph Report

Hyd. No. 10

K1

Hydrograph type	=	Rational	Peak discharge	=	6.244 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	5,619 cuft
Drainage area	=	1.350 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

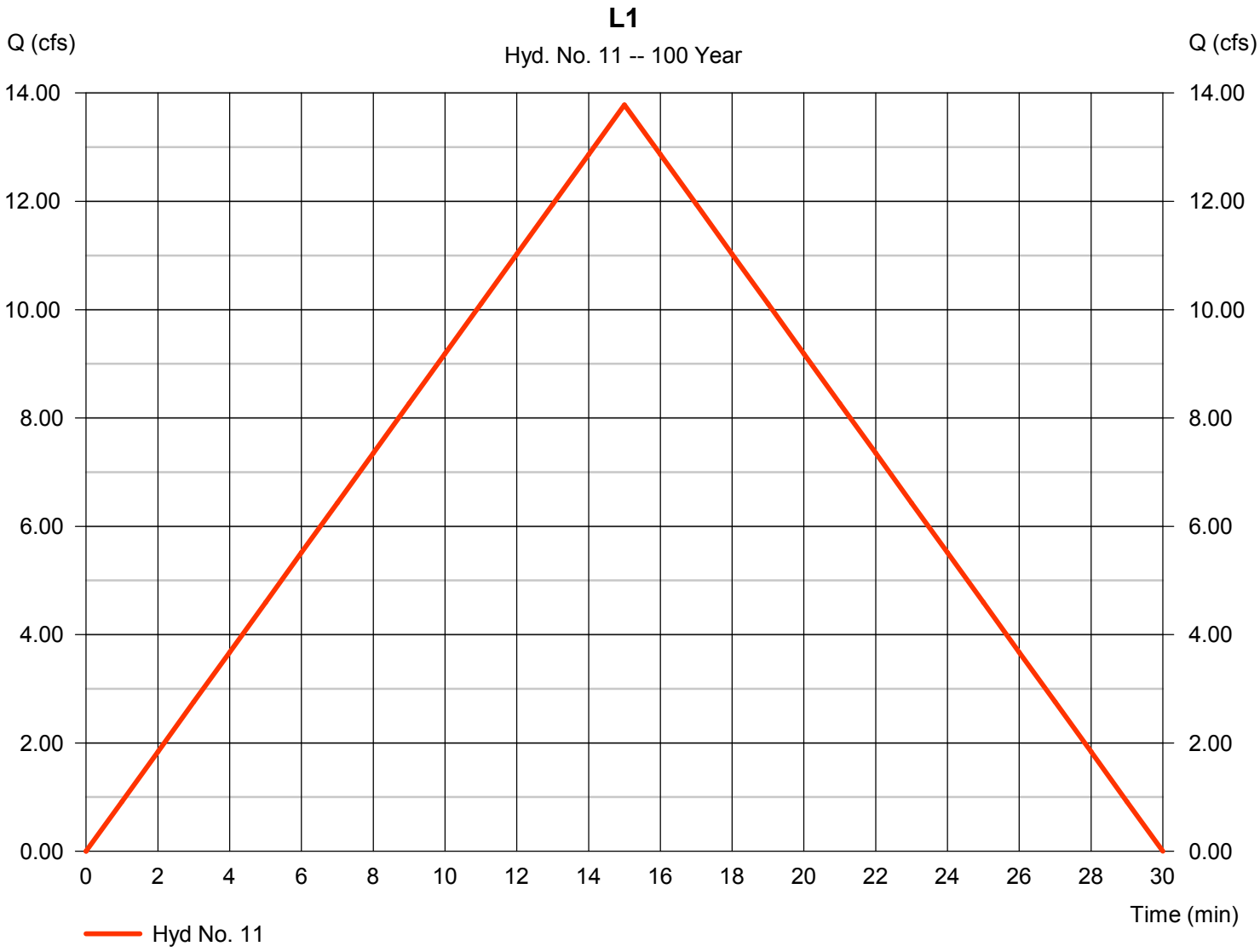


Hydrograph Report

Hyd. No. 11

L1

Hydrograph type	=	Rational	Peak discharge	=	13.78 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	12,404 cuft
Drainage area	=	2.980 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 12

N1

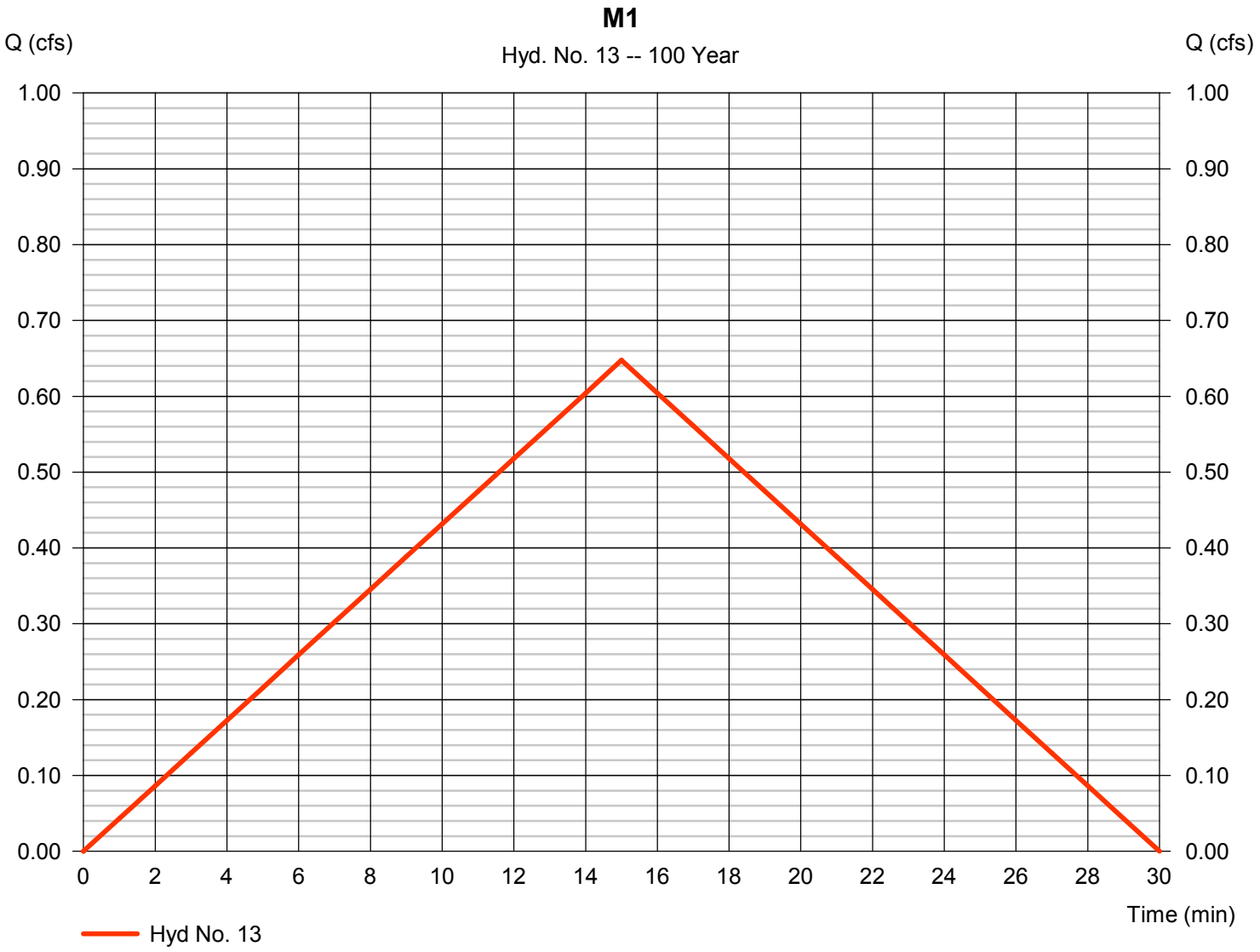
Hydrograph type	=	Rational	Peak discharge	=	5.087 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	4,579 cuft
Drainage area	=	1.100 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydrograph Report

Hyd. No. 13

M1

Hydrograph type	=	Rational	Peak discharge	=	0.647 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	583 cuft
Drainage area	=	0.140 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

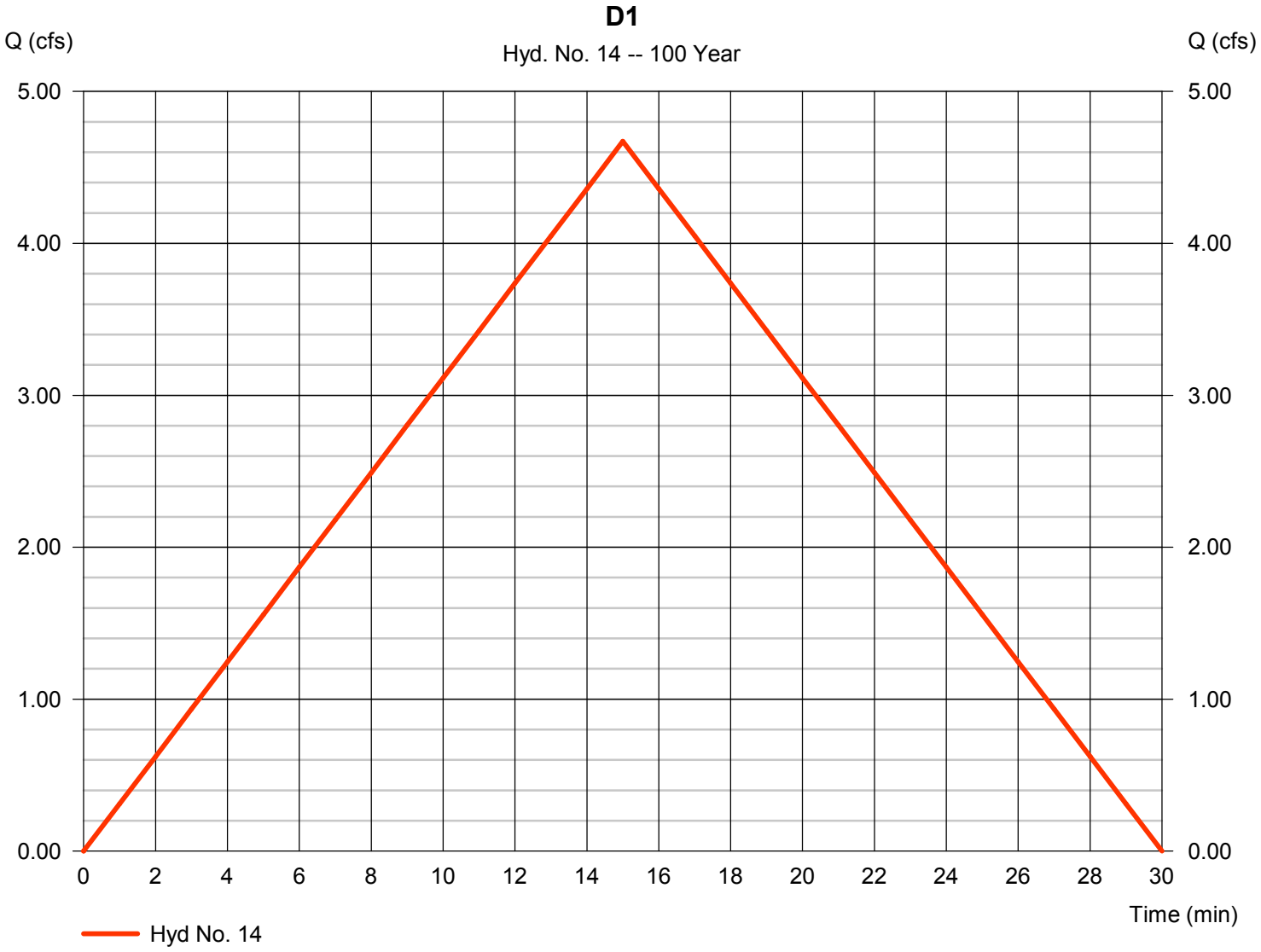


Hydrograph Report

Hyd. No. 14

D1

Hydrograph type	= Rational	Peak discharge	= 4.671 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 4,204 cuft
Drainage area	= 1.010 ac	Runoff coeff.	= 0.6
Intensity	= 7.708 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Asc/Rec limb fact	= 1/1

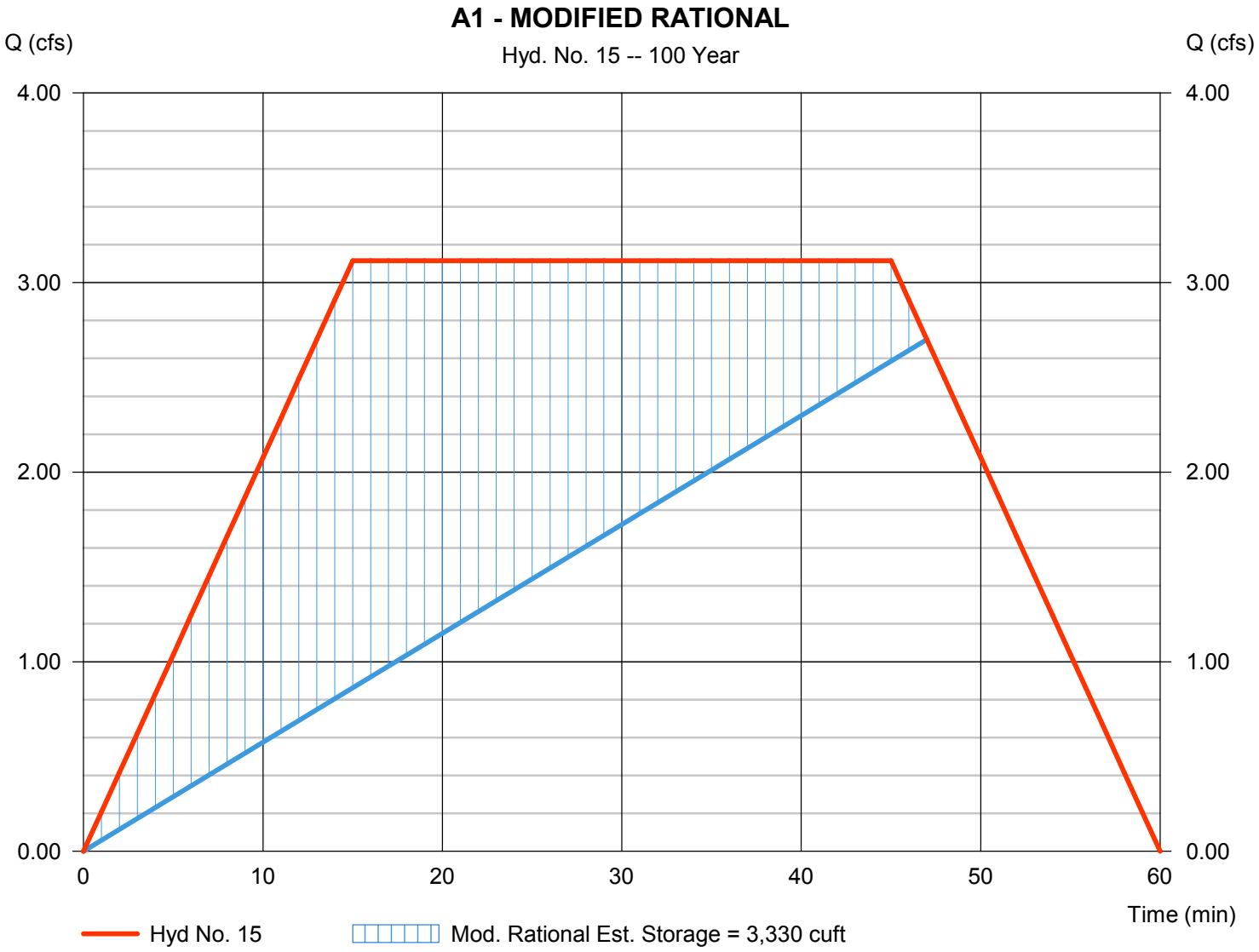


Hydrograph Report

Hyd. No. 15

A1 - MODIFIED RATIONAL

Hydrograph type	= Mod. Rational	Peak discharge	= 3.116 cfs
Storm frequency	= 100 yrs	Time to peak	= 15 min
Time interval	= 1 min	Hyd. volume	= 8,440 cuft
Drainage area	= 1.210 ac	Runoff coeff.	= 0.6
Intensity	= 4.292 in/hr	Tc by User	= 15.00 min
IDF Curve	= Dickinson Co.IDF	Storm duration	= 3.0 x Tc
Target Q	=2.800 cfs	Est. Req'd Storage	=3,330 cuft



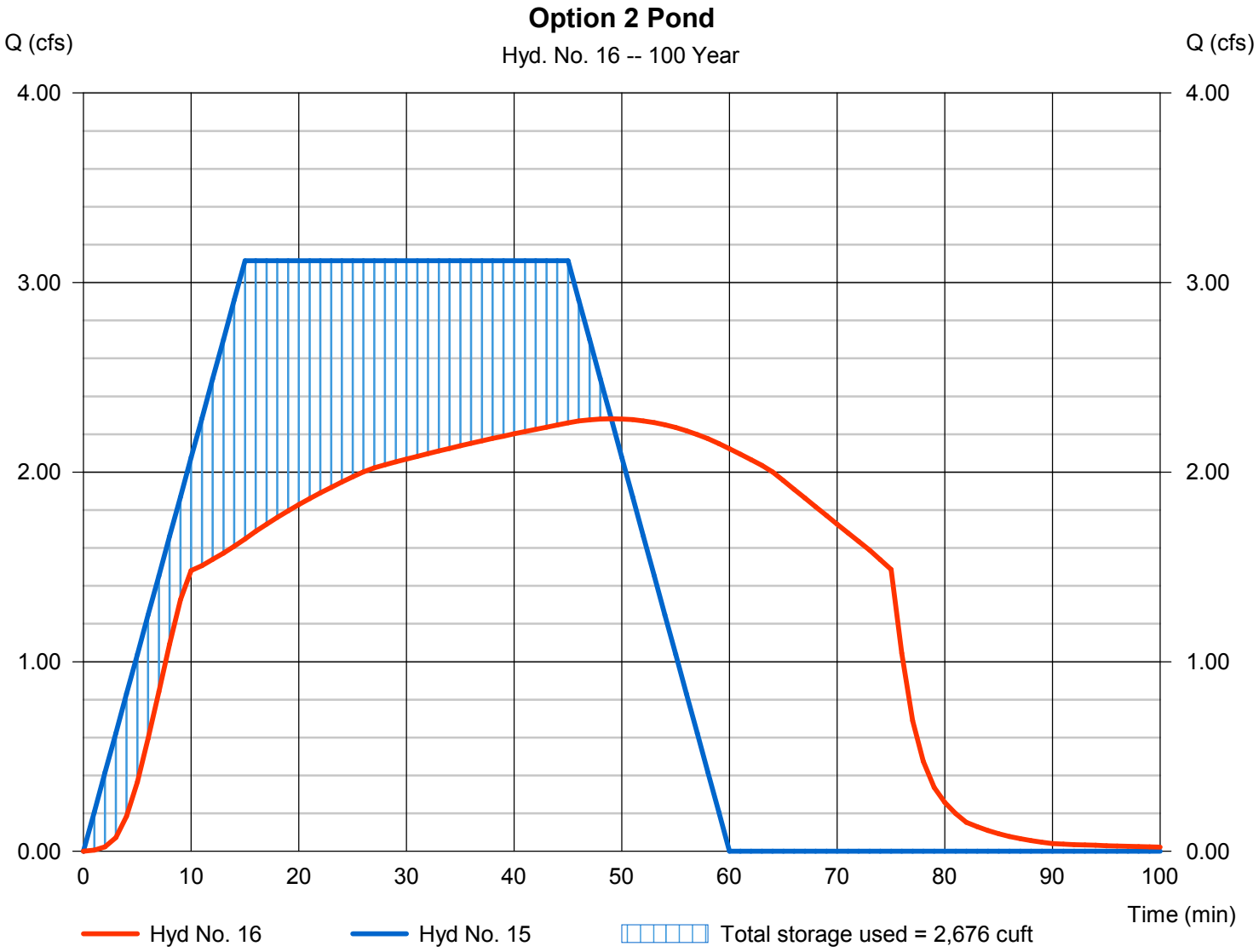
Hydrograph Report

Hyd. No. 16

Option 2 Pond

Hydrograph type	=	Reservoir	Peak discharge	=	2.282 cfs
Storm frequency	=	100 yrs	Time to peak	=	49 min
Time interval	=	1 min	Hyd. volume	=	8,411 cuft
Inflow hyd. No.	=	15 - A1 - MODIFIED RATIONAL	Max. Elevation	=	1195.67 ft
Reservoir name	=	Option 2 Pond	Max. Storage	=	2,676 cuft

Storage Indication method used.

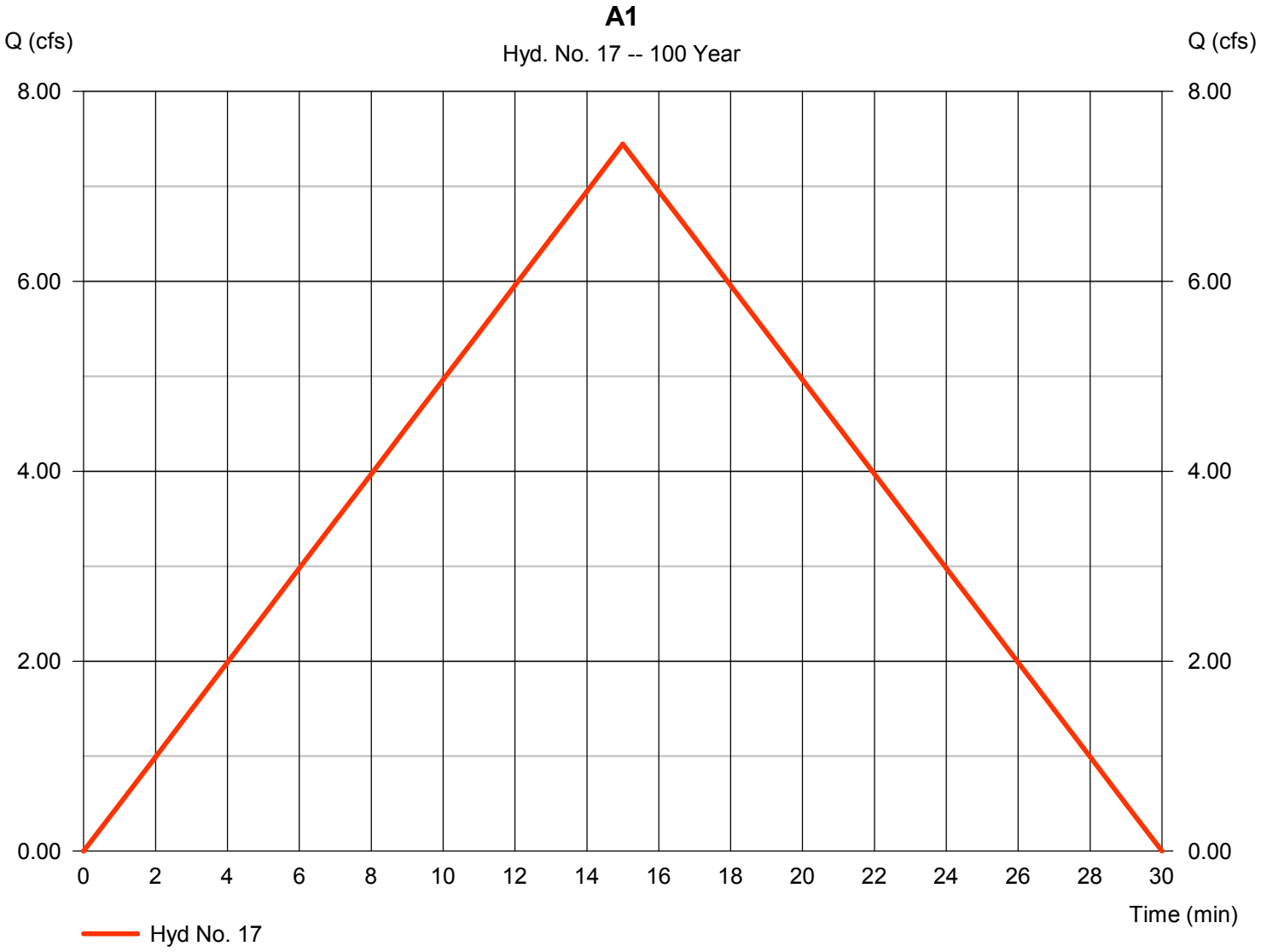


Hydrograph Report

Hyd. No. 17

A1

Hydrograph type	=	Rational	Peak discharge	=	7.446 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	6,702 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.6
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1



Hydrograph Report

Hyd. No. 18

A1 - PRE-DEV

Hydrograph type	=	Rational	Peak discharge	=	3.723 cfs
Storm frequency	=	100 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	3,351 cuft
Drainage area	=	1.610 ac	Runoff coeff.	=	0.3
Intensity	=	7.708 in/hr	Tc by User	=	15.00 min
IDF Curve	=	Dickinson Co.IDF	Asc/Rec limb fact	=	1/1

Hydraflow Rainfall Report

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	25.7181	5.3000	0.7070	--------
2	29.0047	5.1000	0.6969	--------
3	0.0000	0.0000	0.0000	--------
5	36.1916	5.2000	0.6956	--------
10	38.0214	4.6000	0.6699	--------
25	41.0167	4.0000	0.6429	--------
50	40.7351	3.2000	0.6105	--------
100	41.8686	2.7000	0.5889	--------

File name: Dickinson Co.IDF

Intensity = B / (Tc + D)^E

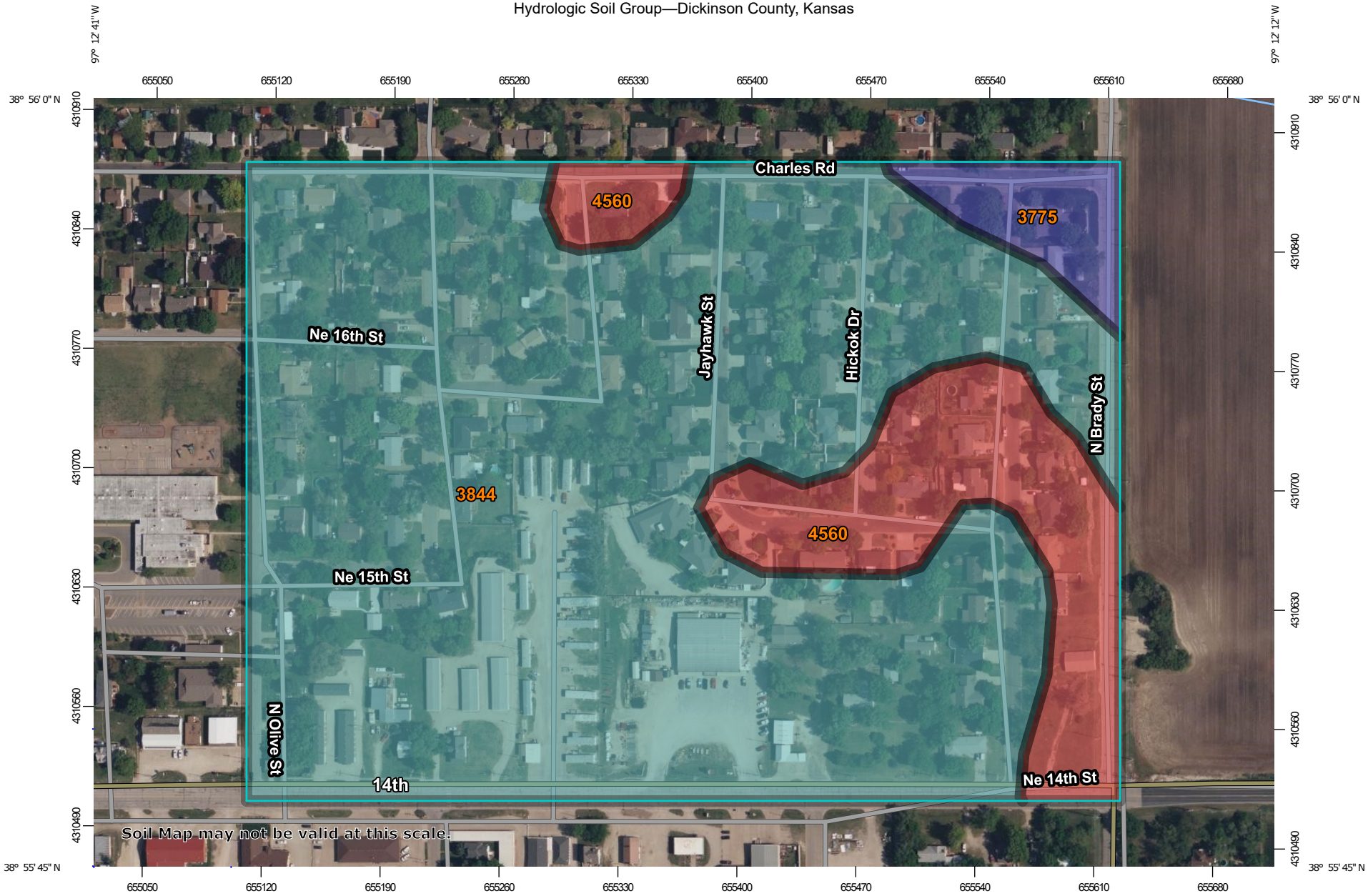
Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.95	3.74	3.06	2.62	2.31	2.07	1.88	1.74	1.61	1.51	1.42	1.34
2	5.79	4.37	3.58	3.07	2.70	2.43	2.21	2.04	1.90	1.77	1.67	1.58
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	7.20	5.45	4.47	3.84	3.38	3.04	2.77	2.55	2.37	2.22	2.09	1.98
10	8.36	6.31	5.18	4.45	3.93	3.54	3.23	2.99	2.78	2.61	2.46	2.33
25	9.99	7.52	6.18	5.32	4.71	4.25	3.89	3.60	3.36	3.16	2.98	2.83
50	11.27	8.43	6.93	5.97	5.30	4.80	4.41	4.09	3.82	3.60	3.41	3.24
100	12.58	9.37	7.71	6.66	5.92	5.37	4.94	4.59	4.30	4.05	3.84	3.66

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	2.20	0.00	3.30	4.25	5.77	6.80	7.95
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	1.55	0.00	2.75	4.00	5.38	6.50	8.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	1.75	0.00	2.80	3.90	5.25	6.00	7.10

APPENDIX C:
Soils Report



Map Scale: 1:3,180 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 45 90 180 270

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dickinson County, Kansas
Survey Area Data: Version 23, Sep 5, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 15, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
3775	Muir silt loam, rarely flooded	B	1.7	3.6%
3844	Geary silt loam, 3 to 7 percent slopes	C	39.1	81.7%
4560	Clime silty clay loam, 7 to 15 percent slopes	D	7.0	14.7%
Totals for Area of Interest			**47.8**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

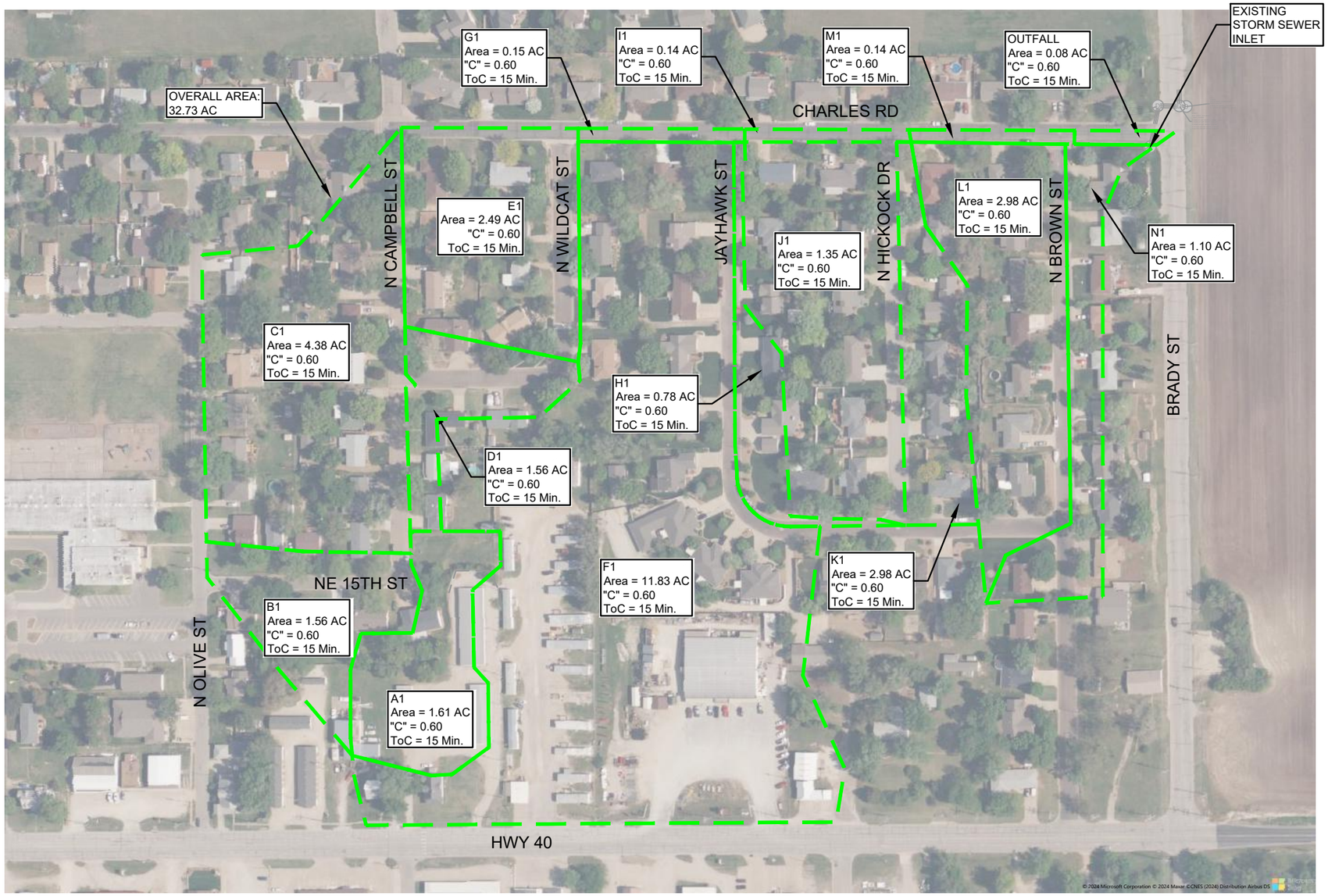


EXHIBIT 1: DRAINAGE AREA MAP

N

0' 100' 200' 400'

SCALE IN FEET

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502 TEL 785.539.6900 www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: cham

EXHIBIT 2: PROPOSED OPTION 1

N

0' 75' 150' 300'

SCALE IN FEET

olsson

302 S. 4th Street, Suite 110
Manhattan, Kansas 66502 TEL 785.539.6900 www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: chorn

PROPOSED DETENTION BASIN
Scale: 1"=100'

OVERALL PROJECT SITE
Scale: 1"=200'

EXHIBIT 3: PROPOSED OPTION 2

N

olsson
302 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL 785.539.6900
www.olsson.com

DWG: F:\2022\00501-01000\022-00584-M\40-Design\Reports\SDN\Drainage Study\Abilene Storage Facility_Drainage Area Map.dwg
DATE: 2/26/20 USER: chorn

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, November 25, 2024

Session: Study Session

Topic: Ordinance Authorizing Issuance fo $1,900,000 Taxable Industrial Revenue Bonds (IRB) for Golden Belt West Multifamily LLC

Department: Administration/Community Development

Staff Contact: City Manager/Community Development Director

Background:

Dominic Eck with Gilmore & Bell will be on Zoom to talk through the ordinance for the Golden Belt West Multifamily LLC IRB sales tax exemption.

The sales tax exemption was for material purchased in the construction of the project.

Recommendation:

Approve the ordinance

Fiscal Note:

NA

Funding Source:

GILMORE & BELL, P.C.
11/11/2024

ORDINANCE NO. ___

OF THE
CITY OF ABILENE, KANSAS

AUTHORIZING THE ISSUANCE OF
$1,900,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(GOLDEN BELT WEST MULTIFAMILY, LLC)

ORDINANCE NO. ___

AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (GOLDEN BELT WEST MULTIFAMILY, LLC) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF ABILENE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Abilene, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Golden Belt West Multifamily, LLC) in the aggregate principal amount of $1,900,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction, furnishing and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to Golden Belt West Multifamily, LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture (the "Indenture"), with a bank as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;

(ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;

(iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct, furnish, and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to the Tenant.

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

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed, furnished, and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Abilene, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Golden Belt West Multifamily, LLC)" in an aggregate principal amount not to exceed $1,900,000, for the purpose of providing funds to pay the costs of the acquisition, construction, furnishing and equipping of the Project. The Series 2024 Bonds will be in the principal amount, will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2024 Bonds to the Tenant, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2024 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2024 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2024 Bonds are paid or deemed to have been paid under the Indenture.

Section 9. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations,

changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 10. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2024 Bonds and the Bond Documents.

Section 11. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on December 9, 2024 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Abilene, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

_____

City Clerk

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ABILENE, KANSAS
HELD ON DECEMBER 9, 2024

The governing body of the City of Abilene, Kansas 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 an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (GOLDEN BELT WEST MULTIFAMILY, LLC) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

Commissioner _____ moved that the Ordinance be passed. The motion was seconded by Commissioner _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage Ordinance was carried by the vote of the governing body as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * * * * * * * * * * *

(Other Proceedings)

* * * * * * * * * * * * * *

CERTIFICATE

I 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 the proceedings are on file in my office.

[SEAL]

_____

City Clerk

(Published in the ***Abilene Reflector-Chronicle*** on December 13, 2024)

SUMMARY OF ORDINANCE NO. [__]

On December 9, 2024, the governing body of the City of Abilene, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF ABILENE, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (GOLDEN BELT WEST MULTIFAMILY, LLC) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (Golden Belt West Multifamily, LLC) in an aggregate principal amount not to exceed $1,900,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction, furnishing and equipping of a commercial facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Golden Belt West Multifamily, LLC, a Kansas limited liability company.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 419 N. Broadway Avenue, Abilene, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.abilenecityhall.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _____, 2024.

_____
City Attorney

GILMORE BELL

CITY OF ABILENE, KANSAS
$1,900,000
TAXABLE INDUSTRIAL REVENUE BONDS
(GOLDEN BELT WEST MULTIFAMILY, LLC)

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FINANCING SCHEDULE

Following is a tentative financing schedule. If you have any comments on the schedule, please advise.

City of Abilene, Kansas	**"Issuer"**
Aaron Martin, Esq.	**"Issuer's Attorney"**
Golden Belt West Multifamily, LLC	**"Tenant"**
[ ]	**"Tenant's Counsel"**
[ ]	**"Trustee"**
Gilmore & Bell, P.C.	**"Bond Counsel"**

DATE	*DESCRIPTION*	*RESPONSIBLE PARTY*	*COMPLETED*
8/28/23	Adoption of Resolution of Intent	Issuer	X
11/11/24	Distribute first draft of bond documents	Bond Counsel	X
11/22/24	Comments due on draft of bond documents	Bond Counsel	
11/25/24	Distribute final bond documents	Bond Counsel	
12/9/24	Consideration of Ordinance	Issuer/Bond Counsel	
12/10/24	Informational Statement to BOTA	Bond Counsel	
12/10/24	Send Ordinance to Newspaper	Bond Counsel	
12/13/24	Publication of Ordinance	Bond Counsel	
12/16/19	Distribute Closing Letter and print bonds	Bond Counsel	
12/18/24	Preclosing	All	
12/19/24	Closing	All	

Abilene, KS

Check Register

Packet: APPKT00156 - BILLS 111324

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Checking - Gen-AP Checking - General						
1290	ABILENE PRINTING & OFFICE	11/14/2024	Regular	0.00	513.84	747
1330	ABILENE RENT-ALL & SALES, INC	11/14/2024	Regular	0.00	112.32	748
1456	AIR AND FIRE SYSTEMS INC	11/14/2024	Regular	0.00	538.60	749
2030	BEEHIVE INDUSTRIES, LLC	11/14/2024	Regular	0.00	4,169.00	750
VEN01030	BG CONSULTANTS	11/14/2024	Regular	0.00	4,366.97	751
1000564	BIZ SWAG	11/14/2024	Regular	0.00	433.50	752
1000894	BRIAND, KELSEY	11/14/2024	Regular	0.00	74.71	753
1000699	CATLETT AUTOMOTIVE INC	11/14/2024	Regular	0.00	159.05	754
VEN01075	CONSOLIDATED ELECTRICAL DISTRIB	11/14/2024	Regular	0.00	106.52	755
3441	COOPER, KELLY	11/14/2024	Regular	0.00	2,728.99	756
1001071	DELTA FIRE & SAFETY TX	11/14/2024	Regular	0.00	787.30	757
4244	DK CTY ADMINISTRATION	11/14/2024	Regular	0.00	593.94	758
4320	DK CTY SHERIFF	11/14/2024	Regular	0.00	900.00	759
4370	DON'S TIRE & SUPPLY	11/14/2024	Regular	0.00	706.73	760
1000720	DOWNTOWN DANCE LLC	11/14/2024	Regular	0.00	1,008.00	761
1000480	EGOV STRATEGIES, LLC	11/14/2024	Regular	0.00	1,157.35	762
1001035	EPITOME ENTERPRISES	11/14/2024	Regular	0.00	2,000.00	763
23159	EVERGY	11/14/2024	Regular	0.00	50,080.48	764
6090	FASTENAL COMPANY	11/14/2024	Regular	0.00	62.43	765
999846	GALLS, LLC	11/14/2024	Regular	0.00	6.02	766
VEN01036	HOPP'S SOUND	11/14/2024	Regular	0.00	4,136.99	767
9090	JERRY MILLER ELECTRONICS	11/14/2024	Regular	0.00	425.00	768
999650	KANSAS GAS SERVICE	11/14/2024	Regular	0.00	1,105.86	769
1350	KAP PHILLIPS CO	11/14/2024	Regular	0.00	320.00	770
11014	KAW VALLEY ENGINEERING	11/14/2024	Regular	0.00	7,700.00	771
11239	KEY EQUIPMENT & SUPPLY	11/14/2024	Regular	0.00	388.74	772
19770	KS TREASURER	11/14/2024	Regular	0.00	931.40	773
12010	LACAL EQUIPMENT, INC	11/14/2024	Regular	0.00	2,355.54	774
23110	LUMBER HOUSE TRUE VALUE	11/14/2024	Regular	0.00	167.91	775
13005	M & M TIRE & AUTO	11/14/2024	Regular	0.00	65.26	776
VEN01073	MIDWEST MEATS	11/14/2024	Regular	0.00	1,860.00	777
999139	MOHR, SHAYLA	11/14/2024	Regular	0.00	182.88	778
1000988	MUNICIPAL SOLID WASTE LANDFILL	11/14/2024	Regular	0.00	57.04	779
1000435	MUNILOGIC	11/14/2024	Regular	0.00	1,422.00	780
14190	NEX-TECH RURAL TELEPHONE	11/14/2024	Regular	0.00	567.30	781
14845	OCCUPATIONAL PERFORMANCE COI	11/14/2024	Regular	0.00	816.00	782
14860	OLSSON	11/14/2024	Regular	0.00	2,637.39	783
1000725	OREILLY	11/14/2024	Regular	0.00	13.99	784
16195	PIONEER FARM INC	11/14/2024	Regular	0.00	323.89	785
1001105	PITTMAN, MELODY	11/14/2024	Regular	0.00	2,000.00	786
3545	PRAIRIELAND PARTNERS, LLC	11/14/2024	Regular	0.00	371.83	787
VEN01074	PROPPER INTERNATIONAL SALES, IN	11/14/2024	Regular	0.00	24.99	788
4394	PVS DX, INC	11/14/2024	Regular	0.00	4,215.01	789
VEN01072	RACKETS TAP HOUSE, INC	11/14/2024	Regular	0.00	1,300.00	790
1000799	RANDYS TREE SERVICE	11/14/2024	Regular	0.00	7,640.52	791
12012	ROASTER JOES, INC	11/14/2024	Regular	0.00	51.66	792
18320	ROBSON OIL CO, INC	11/14/2024	Regular	0.00	7,074.18	793
999978	ROLLER-WEEKS, JULIE	11/14/2024	Regular	0.00	186.02	794
999974	RYAN & MULLIN, PA	11/14/2024	Regular	0.00	3,250.00	795
19180	SALINA SUPPLY CO	11/14/2024	Regular	0.00	1,217.22	796
999901	SECURE SHRED OF N.C.K.	11/14/2024	Regular	0.00	53.25	797
19550	SMART INSURANCE	11/14/2024	Regular	0.00	22.00	798
19892	SUPERIOR SANITATION SERVICE	11/14/2024	Regular	0.00	444.00	799
999925	THE WHITE CORPORATION, INC	11/14/2024	Regular	0.00	602.06	800

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20355	TRAILS END CAR WASH	11/14/2024	Regular	0.00	265.00	801
1000851	TRANSUNION RISK & ALTERNATIVE	11/14/2024	Regular	0.00	115.00	802
1000371	TYLER TECHNOLOGIES, INC	11/14/2024	Regular	0.00	4,785.00	803
23210	UNIFIRST CORPORATION	11/14/2024	Regular	0.00	2,544.46	804
16260	US POST OFFICE-POSTMASTER	11/14/2024	Regular	0.00	3,103.00	805
5046	VYVE BROADBAND	11/14/2024	Regular	0.00	7,628.90	806
23170	WEST'S PLAZA COUNTRY MART	11/14/2024	Regular	0.00	1,860.00	807
1000852	XEROX FINANCIAL SERVICES	11/14/2024	Regular	0.00	115.01	808

Bank Code AP Checking - Gen Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	62	0.00	144,852.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	104	**62**	**0.00**	**144,852.05**

Fund Summary

Fund	Name	Period	Amount
099	POOLED CASH	11/2024	144,852.05
			144,852.05

Packet: PYPKT00063 - 11/22/24 PAYROLL
Payroll Set: 01 - Abilene, KS

Pay Period: 11/03/2024 - 11/16/2024

Males Paid:	60
Females Paid:	30
Unknown Paid:	0
Total Employees:	90

Total Direct Deposits:	115,037.05
Total Check Amounts:	0.00

EARNINGS

Pay Code	Units	Pay Amount
AUTO ALLOW	0.00	138.47
CALL OUT	117.00	2,366.97
CALL OUT VOLUTEER	37.00	1,110.00
CELL ALLOWANCE	0.00	276.91
COMMISSION	0.00	1,050.00
COMP TIME USED	18.75	419.71
FITNESS ALLOW	0.00	15.00
FLOATING HL	24.00	578.48
HOLIDAY	460.00	11,273.96
HOURLY	3,844.25	92,760.52
NIGHT SHIFT OT	62.00	2,430.62
OT	180.00	5,553.66
PART-TIME	150.25	2,292.03
SALARY	573.00	33,443.75
SHIFT DIFF	413.50	11,049.90
SICK LEAVE	213.08	4,184.30
SPEC. EVENT	12.00	305.24
TRAINING	30.00	547.50
VACATION LEAVE	246.25	3,167.03
Total:	6,381.08	172,964.05

BENEFITS

Pay Code	Units	Pay Amount
COMP EARNED 1.0	4.25	0.00
COMP EARNED 1.5	12.00	0.00
FTC 457	0.00	360.00
IMPACT SPORTS	0.00	172.50
Total:	16.25	532.50

TAXES

Code	Subject To	Employee	Employer
FEDERAL W/H	150,518.30	13,431.13	0.00
MEDICARE	162,801.34	2,360.66	2,360.66
SOCIAL SECURITY	162,801.34	10,093.71	10,093.71
STATE TAXES	161,416.34	7,628.42	0.00
UNEMPLOYMENT	171,914.05	0.00	171.91
Total:		33,513.92	12,626.28

DEDUCTIONS

Code	Subject To	Employee	Employer
AFLAC PRE-TAX	0.00	593.72	0.00
AFLAC-AFTER TAX	0.00	256.62	0.00
CHILD SUPPORT	0.00	392.25	0.00
CORRECTION	0.00	143.16	0.00
DENTAL INSURANCE	0.00	50.58	151.71
EMPOWER KPERS 457 PT	0.00	384.00	80.00
EMPOWER KPERS ROTH	0.00	122.00	100.00
FLEX SPEND MEDICAL	0.00	1,569.53	0.00
FTC 457	0.00	641.00	360.00
GARNISHMENT	0.00	100.00	0.00
HEALTH INS	0.00	7,772.48	23,031.54
HEALTH SAVINGS ACCT	0.00	345.00	150.00
IMPACT SPORTS	0.00	266.37	172.50
KP&F	74,217.37	5,306.55	17,144.21
KP&F OGLI	0.00	98.51	0.00
KPERS OGLI	0.00	170.00	0.00
KPERS TIER 1	37,714.15	2,262.85	3,869.47
KPERS TIER 2	14,756.95	885.41	1,514.07
KPERS TIER 3	40,720.65	2,443.23	4,177.93
LPL FIN. OPEN/ROTH	0.00	175.00	0.00
LPL FINANCIAL 529	0.00	50.00	0.00
POLICE & FIRE INS	0.00	20.92	0.00
VISION CARE DIRECT	0.00	302.50	0.00
VISION SERVICE PLUS	0.00	61.40	0.00
Total:	24,413.08		50,751.43

RECAP 01 - Abilene, KS

Earnings:	172,964.05	Benefits:	532.50	Deductions:	24,413.08	Taxes:	33,513.92	Net Pay:	115,037.05