



**ABILENE CITY COMMISSION  
AGENDA  
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET  
MAY 26, 2026 - 4:30 PM**

Following the adjournment of the regular meeting

**VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT**

**[www.abilenecityhall.com/watchlive](http://www.abilenecityhall.com/watchlive)**

- 1. Call to Order – May 26, 2026, City Commission Study Session**
- 2. May 26, 2026, City Commission Study Session Agenda**
  - a. Library Repair & Maintenance Process - Review current Lease Agreement
  - b. Discussion Regarding a Memorandum of Understanding with Dickinson County for Sheltering.
- 3. Adjournment of the May 26, 2026, City Commission Meeting.**

Future Meeting Reminders

## LEASE AGREEMENT

This LEASE AGREEMENT is made and entered on this 26 day of ~~September~~ September 2011 ("Effective Date"), between ABILENE LIBRARY BOARD OF DIRECTORS ("Tenant") and the CITY OF ABILENE, KANSAS, a Kansas municipal corporation, ("City") with respect to the facts and objectives set forth below.

### RECITALS

- A. The City and Tenant seek to continue the current partnership by providing terms specifying the arrangements with which the existing building shall be operated as a library for the citizens of Abilene.
- B. The City Commission and the Abilene Library Board of Directors recognize the importance of libraries to the prosperity of communities.

**NOW, THEREFORE**, in accordance of the mutual promises and the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to the following terms and conditions:

1. Lease. The City hereby agrees to lease to Tenant such land and buildings legally owned by the City, for use as a public Library ("Library"), and generally described herein as the building and adjacent property located at 209 NW 4th Street, Abilene, Kansas, and used by the Abilene Library Board for the operation of the Abilene Public Library.
2. Lease Term. The City shall lease to Tenant the aforementioned property for One Dollar (\$1.00) commencing on the Effective Date of this Agreement and automatically renewing annually on December 31<sup>st</sup> of each year unless either party notifies the other party in writing of a decision to terminate the Agreement within sixty days of the end of any year.
3. Utility Services. The Tenant agrees that all costs related to any utility services will be at the sole expense of the Tenant.
4. Maintenance Responsibilities. The Tenant agrees to be wholly responsible for routine maintenance needs of the Library that include, but not limited to: general cleaning of all aspects of the Library, lighting replacements, and minor electrical and plumbing repair. The Tenant agrees to be wholly responsible for non-routine maintenance up to a maximum annual allocation of One Thousand Dollars (\$1,000.00). The City agrees to be wholly responsible for non-routine needs in excess of the annual maximum of One Thousand Dollars (\$1,000.00).
5. Landscaping and Grounds Maintenance. The Tenant shall be allowed to provide landscaping in the immediate areas around the Library, provided such landscaping does not diminish the usability of the Library and are wholly maintained and expensed by the Tenant. The City agrees to provide general maintenance of the lawn in the immediate areas adjacent to the Library to include routine mowing, weed trimming, snow removal, and other routine maintenance as may be required to ensure compliance with applicable City Codes. The City agrees that any routine maintenance by the City on Library grounds shall be at the sole expense of the City.

6. Capital Improvement Planning. Tenant agrees to participate in the City's annual Capital Improvement planning process. Each year, the Tenant shall provide the City Manager with a list of upcoming capital needs to include the estimated cost associated with each project and a schedule for the project's implementation. The City will work with Tenant on determining an appropriate funding source to implement it into the City's Five-Year Capital Improvement Program. The Tenant may obtain guidance on this process by consulting with the City Manager, Finance Director and by reviewing the most recent version of the City's General Financial and Budgetary Policy.
7. Security. The Tenant understands that the Library shall receive the same level of law enforcement services as provided other businesses within the City. The Tenant shall not assume any police patrol will be provided on a regular basis; the Abilene Police Department will not be required to patrol the Library outside of normal patrol activities. The Tenant, or its designees, may provide other measures as may be deemed appropriate to ensure the security of the Library, provided such measures are approved by the City Manager and Police Chief and will in no way affect the public use of the Library.
8. Rules and Regulations. Tenant agrees that the Library is to be governed by rules and regulations that shall be established by the Library Board of Directors and may from time to time be amended.
9. Hours of Operation. Tenant agrees to operate the Library during reasonable hours of operation and to provide at least one night of evening hours per week for use of the Library by the general public. The Tenant shall be solely responsible for determining the appropriate hours of operation, but nothing herein shall prohibit the City Commission from recommending modifications to such hours of operation when such modifications may benefit the general public.
10. Insurance. Tenant agrees to insure all contents of the Library in its general liability insurance policy. The Tenant shall be responsible for ensuring that an appropriate level of insurance is carried on all contents. The City shall insure, in its general liability insurance, the building and surrounding grounds. Either party may request a copy of the other party's insurance certificate at any time during the term of this Agreement.
11. Reporting. The Tenant shall provide an annual written report to the City Manager summarizing the activity of the Library and its Board of Directors and any other information as the Tenant may think is pertinent. Such report shall be provided to City Manager by December 31<sup>st</sup> of each year.
12. Equal Opportunity Provisions. The Tenant agrees to operate the Library in a manner consistent with Equal Opportunity provisions and the Americans with Disabilities Act. No person, organization, agency, or otherwise shall be prevented from using the Site with regard to race, color, sex, political opinion, religion, national origin or ancestry, disability, age, or status as a veteran.
13. Items of Conflict. If the City Manager or Library Director, acting on behalf of the Library Board, determines that a significant issue with regards to the application of this Agreement exists, the City Manager shall report such issues to the City Commission and the Library Director to the

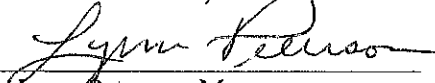
Library Board. The City Manager and Library Director shall negotiate in good faith with the Tenant to develop a plan for resolving said issues within the scope of this Agreement. Such issues shall be addressed within a mutually agreeable schedule. Issues not resolved within the established schedule shall be decided by a joint meeting of the City Commission and the Library Board of Directors.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives in multiple counterpart copies, each of which shall be deemed an original but constitute one and the same instrument, effective as of the date first set forth above.

ADOPTED BY THE CITY COMMISSION AND OF THE CITY OF ABILENE, KANSAS ON THE 26th DAY OF SEPTEMBER, 2011.

CITY OF ABILENE, KANSAS

By:

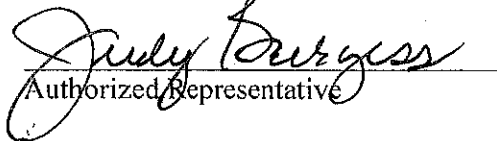
  
Lynn Peterson, Mayor



ATTEST:

  
Penny Soukup, City Clerk

ABILENE LIBRARY  
BOARD OF DIRECTORS

  
Authorized Representative



**City of Abilene**  
**Eisenhower Municipal Building**  
**419 N. Broadway • PO Box 519**  
**Abilene, KS 67410**

**Voice: (785) 263-2550**  
**Fax: (785) 263-2552**  
**[www.abilenecityhall.com](http://www.abilenecityhall.com)**

To: Mayor and City Commission  
From: Jon Quinday, Interim City Manager  
Date: May 21, 2026

Subject: Study Session – Proposed Emergency Sheltering Memorandum of Understanding with Dickinson County

Over the past several months, City staff have been working to strengthen the City's emergency preparedness capabilities through development of the City's Emergency Operations Plan (EOP), implementation of National Incident Management System (NIMS) and Incident Command System (ICS) practices, coordination with Dickinson County Emergency Management, and identification of local sheltering options for displaced residents during emergency incidents.

As part of this effort, City staff met with the Dickinson County Administrator and Dickinson County Emergency Management to discuss public sheltering capabilities within the City of Abilene. During those discussions, Dickinson County expressed a willingness to allow the City to utilize Sterl Hall as a temporary emergency shelter if needed during disasters, severe weather events, utility disruptions, fires, or other incidents requiring temporary mass care sheltering. Both parties agreed that the arrangement should be formalized through a written Memorandum of Understanding establishing operational responsibilities, facility use conditions, and coordination procedures.

Following the meeting, Dickinson County coordinated the preparation of a draft agreement. The City subsequently reviewed the draft internally and provided revisions focused primarily on operational clarity, staffing flexibility, shelter activation procedures, and facility restoration responsibilities. Because the City Attorney also serves as County Counselor, the City requested an independent legal review by outside counsel to ensure the agreement was appropriately reviewed from the City's perspective. The current redline version incorporates those legal and operational revisions and has been returned to Dickinson County for consideration.

The proposed MOU establishes Sterl Hall as a temporary general population shelter facility with an anticipated capacity of up to 250 occupants, subject to fire code requirements, staffing availability, and safe operating conditions. The facility includes restrooms,

showers, and a commercial kitchen that may be utilized for warming and serving food during shelter operations.

Under the proposed MOU, the City of Abilene would assume primary responsibility for shelter operations during activations. Major City responsibilities include:

- Designating and managing a Shelter Manager for each activation
- Coordinating shelter staffing, including nonprofit or volunteer partners
- Providing shelter supplies such as cots, blankets, hygiene items, and consumables
- Coordinating food service operations and food service supplies
- Providing security and access control, including overnight security if the shelter operates overnight
- Maintaining facility cleanliness during operations and restoring the facility following demobilization
- Coordinating public information and shelter messaging

Dickinson County responsibilities under the agreement would primarily include:

- Providing access to Sterl Hall for shelter operations
- Coordinating activation and facility access through County Emergency Management
- Providing facility maintenance support and coordination as needed
- Assisting with operational coordination regarding building systems and facility conditions

The proposed agreement also includes operational exhibits addressing shelter rules, kitchen operations, hygiene and shower procedures, activation checklists, inspection forms, and facility use procedures intended to support standardized shelter operations.

While staff generally believes the proposed agreement provides a workable framework for emergency sheltering operations, several operational and policy considerations remain important for Commission awareness and discussion.

Under the proposed agreement, the City Manager (or designee) may request activation of the shelter; however, final approval to open the facility rests with Dickinson County Emergency Management or the County Administrator based upon facility availability, safety, and operational feasibility.

While the agreement includes language encouraging timely response and reasonable approval during declared emergencies, this process could potentially impact rapid shelter activation during fast-moving incidents where immediate sheltering may be necessary.

The agreement does not guarantee Sterl Hall will always be available for sheltering purposes. Availability would depend on the facility's condition, existing uses, maintenance issues, or other operational considerations at the time of activation. As a result, the City

may still need to identify alternate sheltering options for certain incidents or contingencies.

The City would be responsible for providing all security and access control measures associated with shelter operations, including overnight security if the shelter remains open overnight. The agreement clarifies that security may include law enforcement, contracted security, or other reasonable measures based on available resources.

Staff recognizes that sustained shelter operations could create staffing and operational impacts on City departments, particularly during larger incidents or prolonged activations.

The agreement provides that Dickinson County will not charge the City a fee for use of Sterl Hall during shelter activations. However, the City would remain responsible for routine shelter operational costs and restoration activities following shelter closure. Extraordinary damages or costs directly attributable to shelter operations would be documented and addressed following demobilization through a separate written agreement if necessary.

The revised agreement language attempts to provide additional clarity regarding extraordinary damages, routine wear and tear, and limitations on liability under the Kansas Tort Claims Act.

#### Relationship to the City Emergency Operations Plan

The proposed sheltering agreement is one component of the City's broader emergency preparedness initiative and ongoing development of the City Emergency Operations Plan. City staff have been working with Dickinson County Emergency Management regarding training, ICS implementation, emergency planning coordination, and sheltering standards consistent with Kansas Division of Emergency Management (KDEM) and FEMA guidance.

Staff anticipates that implementation of the EOP and any future shelter operations will require continued staff training, tabletop exercises, coordination with nonprofit and volunteer partners, and refinement of operational procedures over time.

Staff requests that the Commission review and provide staff feedback on:

- The City's operational responsibilities during shelter activations
- Staffing and resource implications associated with emergency sheltering
- Security and facility management considerations
- Liability and cost allocation provisions
- How the proposed agreement integrates into the City's broader emergency preparedness efforts

Following Commission discussion and feedback, staff will continue coordination with Dickinson County regarding any final revisions prior to formal consideration of the agreement at a future City Commission meeting.