

ABILENE CITY COMMISSION - STUDY SESSION AGENDA

ABILENE PUBLIC LIBRARY - 209 NW FOURTH STREET

January 20, 2015 - 7:00 pm

1. **PUBLIC COMMENTS**. Persons who wish to address the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.
2. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
 - a. **A Resolution approving a Professional Services Agreement with Wyatt & Davidson, LLC to serve as City Prosecutor of the City of Abilene, Kansas.**
 - b. **A Resolution of support for a Housing Tax Credit Application to be submitted to the Kansas Housing Resources Corporation by Abilene Housing I, LLC.**
3. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
 - a. **Meeting Minutes: January 6, 2015 regular meeting**
4. **ITEMS FOR PRESENTATION AND DISCUSSION**
 - a. **Five Star District Collaboration**
 - b. **City Manager's Report**
5. **REPORTS**
 - a. **None**
6. **ANNOUNCEMENTS** (*Meetings at Abilene Public Library unless otherwise provided*)
 - a. **City Commission Meeting, January 26 at 4:00 pm**
 - b. **Convention and Visitors Bureau, January 27 at 2:00 (Civic Center)**
 - c. **Tree Board, January 27, January 27 at 5:00 pm (Library)**
 - d. **Library Board, February 2 at 4:00 pm**
 - e. **Kids Council, February 2 at 6:00 pm (Frontier Estates)**
 - f. **Commission Study Session, February 3 at 7:00 pm**
 - g. **LKM City Hall Day, February 4 (Topeka)**

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WYATT & DAVIDSON, LLC CONCERNING THE CITY PROSECUTOR OF THE CITY OF ABILENE, KANSAS

WHEREAS, the City of Abilene desires to enter into a Professional Services Agreement with Wyatt & Davidson, LLC to provide prosecution of City violations to the Municipal Court.

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

Section 1. Professional Services Agreement. That a Professional Services Agreement with Wyatt & Davidson, LLC is hereby adopted as attached hereto as **Exhibit A**.

Section 2. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

Section 3. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 26th day of January, 2015.

CITY OF ABILENE, KANSAS

By: _____
Brenda Finn Bowers, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Professional Services Agreement

Wyatt & Davidson, LLC

and

City of Abilene, Kansas

January 26, 2015

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on this 26th day of January, 2015, between Wyatt & Davidson, LLC ("Contractor") 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 is in need of a City Prosecutor to provide legal counsel and legal services to the City of Abilene.
- B. Angela Davidson, of Wyatt & Davidson, LLC, desires to serve as City Prosecutor ("Prosecutor") and to provide services related to the prosecution of violations of City Code and other applicable local ordinances and regulations and as otherwise provided in this Agreement.

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. City Prosecutor. Angela Davidson, of Wyatt & Davidson, LLC, is hereby appointed to serve as City Prosecutor and Jennifer Wyatt, also of Wyatt & Davidson, LLC, is authorized to serve as Assistant City Prosecutor, and will be available to serve in the event that Ms. Davidson is temporarily unable to fulfill the duties of City Prosecutor.
2. Independent Contractor. The City Prosecutor shall be considered an independent contractor, and as such the City shall not be responsible for paying any withholding taxes, workman's compensation insurance, health insurance, or any other insurance or benefits for Prosecutor. No person employed by Prosecutor shall be deemed an employee of City.
3. Term. The term of this Agreement shall begin on February 1, 2015 and shall continue through February 1, 2016. This Agreement will automatically continue for another one year term unless otherwise terminated by either party. The parties agree to review the Agreement annually, but no later than December 1st, to determine if the contractual amount should be adjusted.
4. Contract Amount. The City agrees to pay Prosecutor the sum of Twenty-Two Thousand Dollars (\$22,000.00) to be paid in equal increments of \$1,833.33 for legal services related to the prosecution of City violations as defined in this Agreement. The City shall provide payment to the City Prosecutor for services rendered by the 15th of the month following the provision of said legal services.
5. Supplies. The Prosecutor shall provide office, office equipment and supplies as well as office staff to perform the duties specified in this Agreement.

6. Municipal Court Operations. The Prosecutor shall work with the Municipal Court Judge to establish court hours and days mutually convenient to both parties. The Prosecutor agrees to establish office hours in Abilene to provide time to meet with defendants and attorneys. Prosecutor shall be responsible for completing journal entries, waivers of counsel, witness subpoenas and complaints for Failure to Appear or Comply. The Court Clerk, who is an employee of the City, shall be responsible for preparation of Bench Warrants, for providing Prosecutor with complete court reports following a “not guilty” plea at first appearance, for obtaining certified drivers records and for service of complaints and/or subpoenas.
7. Conflict of Interest. In the event that a conflict of interest is identified that would prevent the City Prosecutor or Assistant Prosecutor from fulfilling the duties of City Prosecutor, the Prosecutor will notify the City Attorney to arrange temporary assignment of responsibility to the City Attorney.
8. Public Funds. The Prosecutor may not obligate City for any monies or purchases, provided that City may agree to reimburse Contractor for forms and software to produce court forms with prior approval by the City Manager.
9. Court Procedures and Policies. The Prosecutor agrees to provide the City Manager with a copy of written policies and procedures related to the prosecution of City violations within ninety days of the effective date of this Agreement. The Prosecutor agrees to supply the City Manager with any amendments to said policies and procedures prior to the implementation of said proposed changes. The City Manager shall have the authority to review and approve all policies and procedures prior to implementation, and reserves the right to consult with the City Attorney, Municipal Judge, and Police Chief on any proposed changes to the policies and procedures prior to implementation by the Prosecutor.
10. Performance and Reports. The City Prosecutor agrees to provide quarterly reports to the City Manager showing aggregate data concerning such metrics as convictions, plea bargains, continuances, etc. in order for the City Manager to understand how the City Prosecutor is performing. The City Manager agrees to conduct an annual evaluation of the City Prosecutor, to be completed by December 1st.
11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all previous communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement shall be governed by the laws of the State of Kansas. It shall not be modified without the written consent of both of the parties to this agreement.

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 OF THE CITY OF ABILENE, KANSAS ON THE 26th DAY OF JANUARY, 2015.

CITY OF ABILENE, KANSAS

By: _____
Brenda Bowers, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

CONTRACTOR

By: _____
Angela Davidson

By: _____
Jennifer Wyatt

RESOLUTION NO. ____

A RESOLUTION OF SUPPORT FOR A HOUSING TAX CREDIT APPLICATION TO BE SUBMITTED TO THE KANSAS HOUSING RESOURCES CORPORATION BY ABILENE HOUSING I, LLC

WHEREAS, the City of Abilene, Kansas has been informed by Abilene Housing I, LLC (“Developer”) that a housing tax credit application will be filed with the Kansas Housing Resources Corporation (“KHRC”) for the development of affordable rental housing to be located at property generally described as 800 N. Van Buren Street, Abilene, Kansas, with a legal description as follows:

[insert legal description]

WHEREAS, the Developer desires to re-plat a portion of the Cedar Ridge development currently zoned as “B-2, Highway Business District” to provide affordable housing to the Abilene community as provided in **Exhibit A**;

WHEREAS, the Housing Development is anticipated to include the new construction of sixteen units to be developed as eight duplexes planned to be marketed to the population aged 55 and over, which are anticipated to include appliances and a safe room as amenities; and

WHEREAS, the Developer has requested local assistance from the City that the City Commission must review and consider.

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

SECTION ONE. Support. The City supports the Developer’s application for the Housing Tax Credit Program administered by the KHRC for the Housing Development. The City reserves approval of the Project subject to the Developer providing the City with all information necessary for a thorough evaluation of the Project, and any regulatory approvals required by City ordinances and policies.

SECTION TWO. Local Assistance. The City acknowledges that the Developer has requested local assistance, although the extent of such local assistance, if any, has not been defined or approved by the City.

SECTION THREE. Public Street Improvements. The Developer intends to finance public street improvements necessary for the Housing Development with private sources, and will not require special benefit district financing.

SECTION FOUR. Rent Rates. The Developer acknowledges that the rental rates for the Housing Development shall not exceed the Fair Market Rent, as defined by the KHRC and as amended.

SECTION FIVE. Non-Binding. Nothing in this Resolution shall be considered binding upon the governing body, or any appointive boards and commissions, that may have consideration of the proposed Development.

SECTION SIX. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission and shall remain in effect until December 31, 2015.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this ___ day of _____, 2015.

CITY OF ABILENE, KANSAS

By: _____
Brenda Finn Bowers, Mayor

ATTEST:

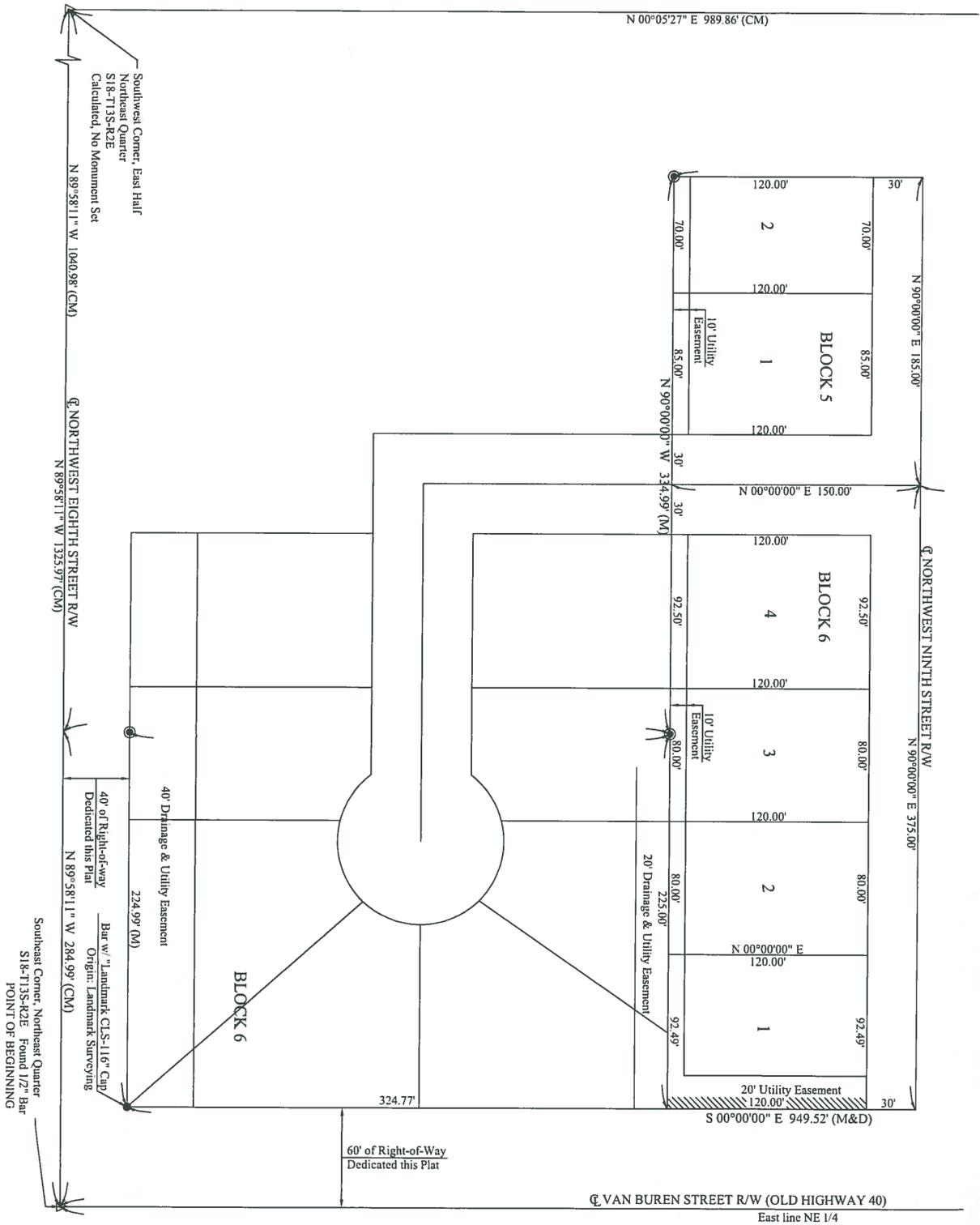
Penny Soukup, City Clerk

EXHIBIT A

Cedar Ridge Plat and Proposed Re-Plat

January 26, 2015

Proposed (concept)



N 00°05'27" E 989.86' (CM)

Southwest Corner, East Half
 Northeast Quarter
 S18-T13S-R2E
 Calculated, No Monument Set

N 89°58'11" W 1040.98' (CM)

Q NORTHWEST EIGHTH STREET R/W
 N 89°58'11" W 1325.97' (CM)

Southwest Corner, Northeast Quarter
 S18-T13S-R2E Found 1/2" Bar
 POINT OF BEGINNING

40' of Right-of-Way
 Dedicated this Plat
 N 89°58'11" W 284.99' (CM)

Bar w/ "Landmark CUS-116" Cap
 Origin: Landmark Surveying

40' Drainage & Utility Easement
 224.99' (M)

BLOCK 6

60' of Right-of-Way
 Dedicated this Plat

324.77'

Q VAN BUREN STREET R/W (OLD HIGHWAY 40)
 East line NE 1/4

Adjacent Subdivision:
 Dejmal Addition

20' Utility Easement
 120.00' E 949.52' (M&D)

20' Drainage & Utility Easement
 225.00'

10' Utility Easement
 80.00'

30'

N 90°00'00" W 334.99' (M)

N 00°00'00" E 150.00'

Q NORTHWEST NINTH STREET R/W
 N 90°00'00" E 375.00'

N 90°00'00" E 185.00'

30'

BLOCK 5
 Lot 1: 120.00' x 85.00'
 Lot 2: 120.00' x 70.00'

70.00'

70.00'

120.00'

120.00'

85.00'

10' Utility Easement

85.00'

30'

30'

92.50'

120.00'

120.00'

80.00'

10' Utility Easement

80.00'

120.00'

80.00'

80.00'

225.00'

92.49'

120.00' E

92.49'

30'

30'

30'

30'

30'

30'

30'

30'

30'





Abilene City Commission Minutes
Abilene Public Library
January 12, 2015 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Bowers, Commissioners Ray, Casteel, Weishaar and Payne.

Staff Present: City Manager Dillner, Deputy City Clerk Mohr, Community Development Director Hamilton, Public Works Director Schrader and Parks & Recreation Director Foltz.

Others Present: Bruce Dale.

3. Pledge of Allegiance - Mayor Bowers led the Pledge of Allegiance.

Consent Agenda

4. Agenda Approval for the January 12, 2015 City Commission Meeting

5. Meeting Minutes: December 10, 2014, Regular Meeting

6. Designation of a 2007 Ford Aerolite as surplus and authorizing its disposal by public sale.

Motion by Commissioner Casteel, seconded by Commissioner Ray to approve the Consent Agenda as presented. Motion carried unanimously 5-0.

Public Comments and Communications

7. Public Comments. Persons who wish to address the City Commission regarding items not on the agenda and that are under the jurisdiction of the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three (3) minutes. Any presentation is for informational purposes only. No action will be taken.

Mayor Bowers asked for any comments or communications from the public that are not on the agenda.

There were no public comments or communications.

8. **Declaration.** At this time City Commissioners may declare any conflict or communication they have had that might influence their ability to impartially consider today's issues.

There were no declarations.

Proclamations and Recognition

9. There were no proclamations or awards.

Public Hearings

10. There were no public communications

Old Business

11. There was no old business.

New Business

12. Consideration of a Resolution establishing the Business Referral Program for the City of Abilene, Kansas.

City Manager Dillner explained this resolution is to establish a Business Referral Program for residents who refer a business and the business comes to Abilene. The new business must come from outside of Dickinson County and must be established within the city limits of Abilene. The budget is \$10,000 with residents eligible for a \$500 to \$2,000 referral fee. New businesses that come to town need to have a minimum of \$100,000 capital investment and create three new jobs for the resident to be eligible for the referral fee.

Motion by Commissioner Ray, seconded by Commissioner Payne to adopt Resolution No. 011215-1 **A RESOLUTION ESTABLISHING A BUSINESS REFERRAL PROGRAM FOR THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

13. Consideration of a motion accepting the work completed by APAC Kansas, Inc., Shears Division for the KLINK Resurfacing Project and authorizing final payment of \$163,274.78.

City Manger Dillner explained that this will approve the final payment to be made to APAC Kansas, Inc., Shears Division for the KLINK Resurfacing Project that has been completed for quite awhile. There is a change order included in the packet that reduced the total contract price.

Public Works Director Schrader stated that the project came in well below the engineer's estimate and that he is satisfied with the work that was completed.

Motion by Commissioner Casteel, seconded by Commissioner Ray to accept the work completed by APAC Kansas, Inc., Shears Division and authorize final payment for the KLINK Resurfacing Project. Motion carried unanimously 5-0.

14. Consideration of a motion to recess into executive session for thirty minutes for the purposes of conducting the annual evaluation of the City Manager.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to recess into executive session at 4:08 p.m. for a period of thirty minutes to include the City Commissioners and the City Manager when called in. Motion carried unanimously 5-0.

15. Consideration of a motion to return from executive session with only those items in the previous motion being discussed and no action being taken.

Motion by Commissioner Weishaar, seconded by Commissioner Ray to return from executive session at 4:28 p.m. Motion carried unanimously 5-0.

Motion by Commissioner Weishaar, seconded by Commissioner Ray to raise the City Manager's salary by \$2,500.00 effective January 1, 2015. Motion carried 4-1, Commissioner Casteel voting no.

Reports

14. City Manager Reports

a. Expenditure Report

City Manager Dillner explained some of the larger expenditures listed in the expenditure report including the economic development grant for Chisholm Trail Classic Auto, Boyd Excavating for cleaning mud creek and house demolition on NE 6th from a fire and paint and supplies for painting the pool.

Mayor Bowers announced the Economic Development Corporation inaugural board meeting is January 13th at the Dickinson County Courthouse. It will be a luncheon.

City Manager Dillner announced that five people were interviewed for the position of City Prosecutor and a decision will be made soon.

City Manager Dillner announce that the City will re-advertise for the Finance Director position beginning January 20th.

City Manager Dillner announced the City has filed for an extension with the Kansas Department of Labor safety inspection. A couple of policies need to be adopted and parts need to be ordered for replacement.

City Manager Dillner said the Kwik Shop expansion project is up for review at the Economic Development Council meeting on January 13th.

City Manger Dillner said the 5 Star District is meeting tonight for collaboration on a concept of redeveloping the area.

Public Works Director Schrader announced he is looking into the lease of a new motor grader.

City Manager Dillner announced he will be meeting with Brad Homman tomorrow to discuss setting up video capability to video City Commission meetings.

Adjournment

16. Consideration of a motion to adjourn the January 12, 2015 City Commission meeting.

Motion by Commissioner Weishaar, seconded by Commissioner Payne to adjourn at 4:38 p.m. Motion carried unanimously 5-0.

(Seal)

Brenda Finn Bowers, Mayor

ATTEST:

Shayla L. Mohr
Deputy City Clerk

Collaboration Meeting

November 24, 2014

Projects:

- **Old Abilene Town**
 - Plan:
 - Restoring/Stabilizing buildings (ongoing)
 - Build New Pavilion
 - Size: 6,000sf (60' x 100')
 - Cost Estimate: \$200,000
 - Multiple access points, room for expansion
 - Add exterior, theatre
 - Will be available for wedding and event rentals
 - Funding:
 - Currently relying on private donations for project
- **Heritage Center**
 - Plan:
 - Expansion
 - Need bathrooms for bus tours to stop
 - Convention/Reception space
 - New façade
 - Size: 6,500sf (new space)
 - Expand into current parking lot
 - Funding:
 - Capital Campaign
 - 3 years (2 to raise, 1 to collect)
 - County-wide focus
 - Goal: \$1.25 – 2 million
 - Quiet phase begins Jan. 2015
 - Resources:
 - 500 Members
- **Abilene & Smoky Valley Railroad**
 - Plan:
 - Repair Tracks
 - Purchase Land
 - Build Pole Sheds
 - Funding:
 - In midst of Capital Campaign
 - Cost Estimate: Still need appx. \$200,000
- **Eisenhower Presidential Library & Museum**
 - Plan:
 - Overhaul museum
 - Recently hired a consultant out of KC to assist

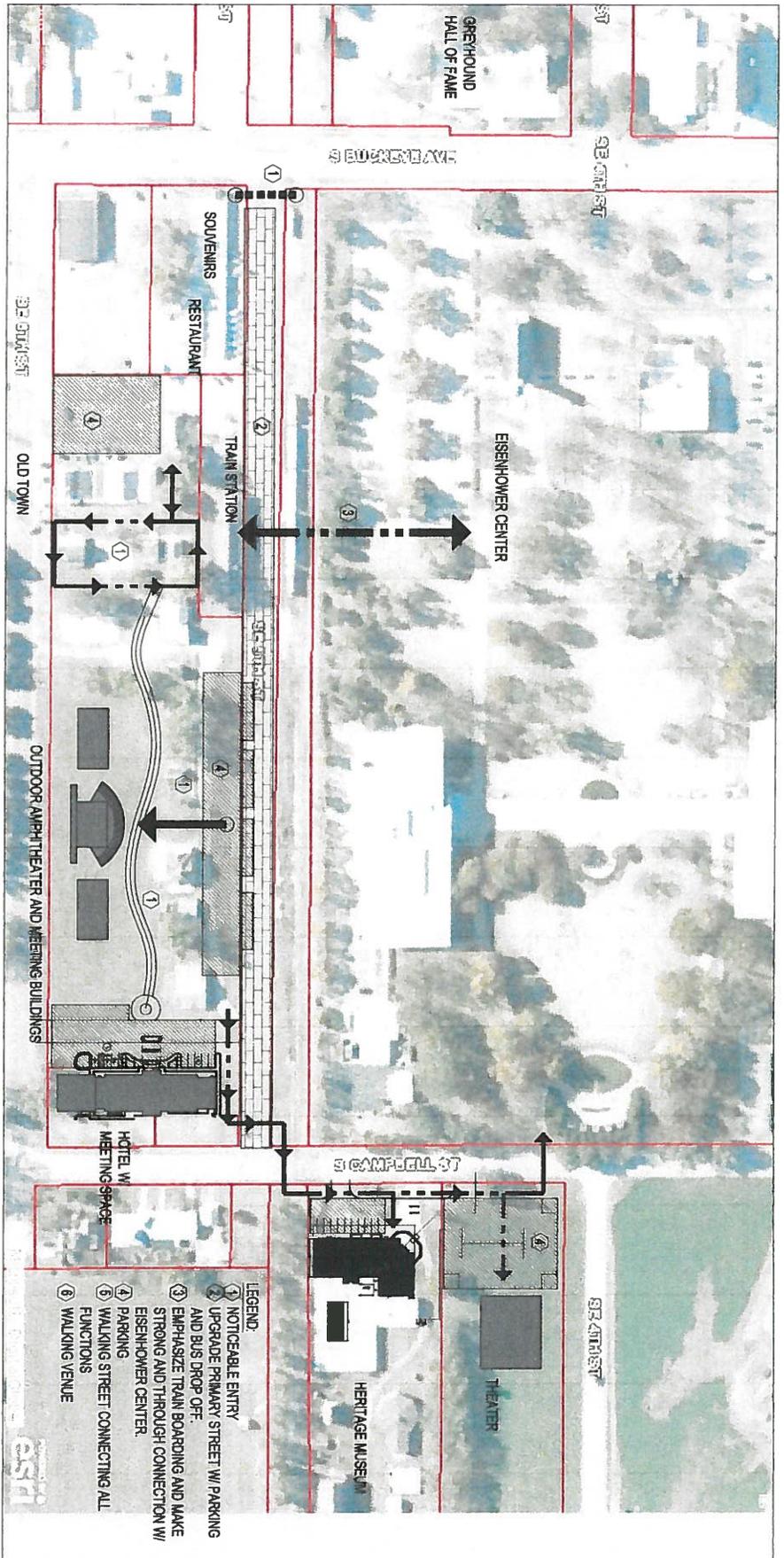
- Increased focus on education
 - Address long-term sustainability of library and museum
 - Design complete mid-2015
 - Funding:
 - Federal government pays for infrastructure
 - Foundation relies on donations for public programs
 - Cost Estimate: \$8 - \$11 million
- **Chisholm Trail**
 - CT 150
 - 150th Celebration in 2017
 - Events to bring people to town in 2016-2017
 - Chisholm Trail Interpretive Center (CTIC)
 - Permanent structure to commemorate CT
 - Parks, statues, shadow art, walking tour, ??
 - Texas Street
 - Still in early stages of planning
 - Funding:
 - Still need cost estimate
 - Planning on starting a Capital Campaign at some point
- **Great Plains Theatre**
 - New Space
 - Cinema
 - Theatre
 - Reception/Convention Space
 - No set plans; open to exploring any/all options
 - Funding:
 - Currently hiring a Capital Campaign manager
 - Focus: National funding, grants

Commonalities:

- Fundraising/In need of money
- Convention space/unique venue
- Parking
- Accessibility/good traffic flow
- Reliance on Marketing

Looking Ahead:

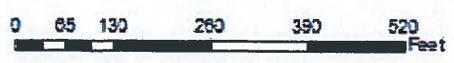
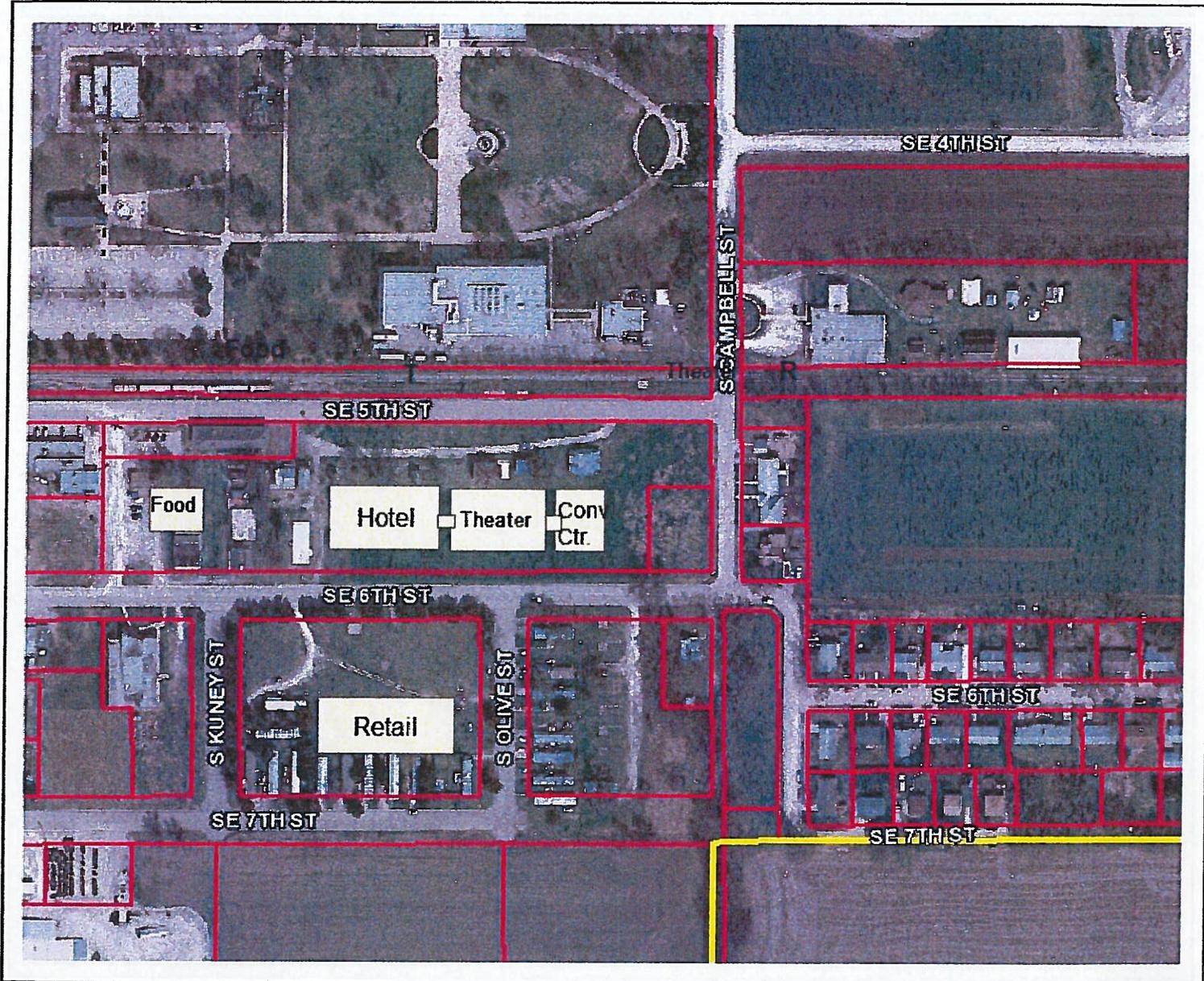
- Next Meeting: January 12th at 7 p.m.
- Location: Greyhound Museum
- Compare current map, conceptual campus/design



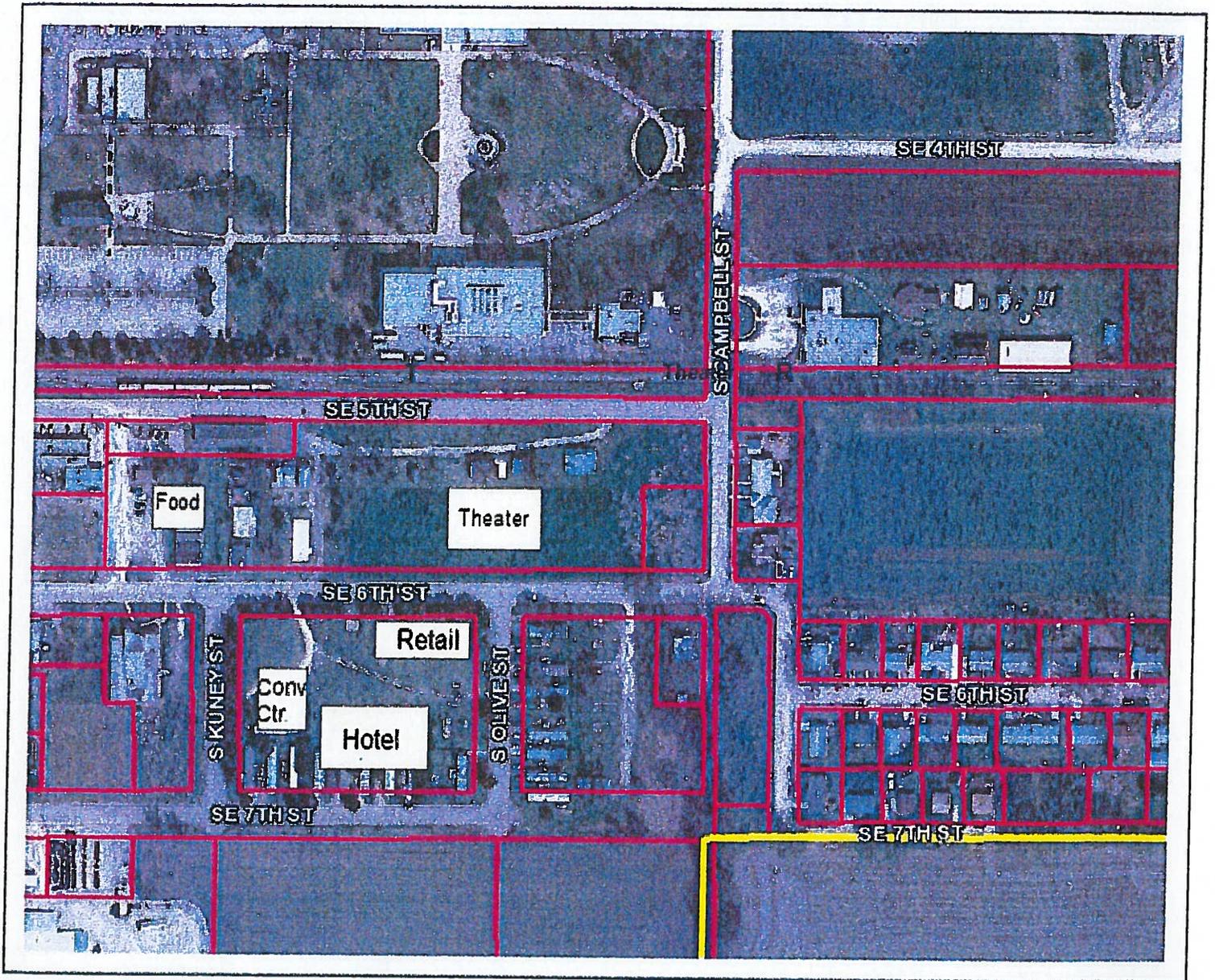
OVERALL SITE PLAN
NOT TO SCALE

OLD ABILENE TOWN COLLABORATION





A



B