



Notice of Study Session
ABILENE PUBLIC LIBRARY
209 NW FOURTH STREET
September 6, 2022 - 4:00 pm

VIEW THIS CITY COMMISSION STUDY SESSION VIRTUALLY AT

www.abilenecityhall.com/watchlive

PURPOSE

The City Commission's study sessions are for the purpose of providing the commission the opportunity to study items in more detail.

OPEN FORUM

This is an opportunity to bring up items to be informally addressed. The Mayor may impose a time limit on open forum.

STUDY ITEMS

1. White House Communications Agency Days Proclamation
2. Celebrate Seniors Day Proclamation
3. Voting Delegates for League of Kansas Municipalities business meeting
4. Dickinson County prisoner transport agreement
5. Agreement with Olsson for engineering services for the 14th Street project
6. 5-year Capital Improvement Plan review
7. Panhandling Discussion

Proclamation

WHITE HOUSE COMMUNICATIONS AGENCY DAYS

Whereas, 13 former members of the White House Communications Agency, all veterans of military service, and their wives will be in Abilene on September 7th and 8th holding an annual reunion; and

Whereas, the group will tour the Eisenhower Library and Museum; and

Whereas, the group will be holding a special luncheon at the Seelye Mansion with Mary Jean Eisenhower representing the Eisenhower family; and

Whereas, a memorial wreath will be laid at the Place of Meditation at the gravesite of President Eisenhower on the grounds of the Eisenhower Library and Museum; and

Whereas, a public meeting will be held at the Abilene Public Library on September 7th at 7:00 p.m. and members of the group will present memories and experiences while serving at the White House in Support of the President of the United States; and

Whereas, the group will be visiting other sites, restaurants and facilities in the Abilene area for two days.

NOW, THEREFORE, BE IT RESOLVED, the City of Abilene Commission does hereby proclaim September 7th and September 8th, 2022, as “White House Communications Agency Days” in the City of Abilene, Kansas.

ADOPTED this 6th day of September 2022.

(ATTEST)

Dee Marshall, Mayor

Shayla L. Mohr, City Clerk

Proclamation

CELEBRATE SENIORS

Whereas, it is a long held value in American life and a strong Kansas tradition to honor and celebrate the lives of our senior population; and

Whereas, ongoing events to educate and enlighten our seniors, their caretakers and families by hosting events where our seniors may visit, talk and listen to programs to learn about the resources they have available to them and their families in Dickinson County, Kansas; and

Whereas, “Celebrate Seniors” is a one day event, hosted by the Dickinson County Senior Network; and

Whereas, the Dickinson County Senior Network’s goal is to provide an avenue for education to empower seniors and their caretakers to make informed decisions that enhance their overall well-being; this one day event allows an opportunity where they can learn about the diverse services that are available to them and their families who live and care for them in Dickinson County.

NOW, THEREFORE, BE IT RESOLVED, the City of Abilene Commission does hereby proclaim Friday, September 9, 2022, as “Celebrate Seniors” day and recognizes the work of the committee of the Dickinson County Senior Network in organizing this event for the citizens of our county, encourages all citizens of the senior population and their caretakers to attend this “educational/enlightening and entertaining” day.

ADOPTED this 6th day of September 2022.

(ATTEST)

Dee Marshall, Mayor

Shayla L. Mohr, City Clerk



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/06/22

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration

Ron Marsh

AGENDA ITEM HEADING:

Approve voting delegates for the LKM Annual Business Meeting & Convention of Voting Delegates

BACKGROUND:

Each year during the League of Kansas Municipalities annual conference, the League holds their Annual Business Meeting & Convention of Voting Delegates. This year the meeting is Monday, October 10, 2022.

K.S.A. Supp. 12-1601f provides that "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

Article 2, Section 2 of the League Bylaws states "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates, in accordance with the provisions of Article 4 of these Bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Based on population, Abilene is allowed 2 primary votes and 2 alternates (in the event a primary is unable to be in attendance). Those attending the conference are Brandon Rein, Trevor Witt and myself. I recommend the City Commission approve Brandon and Trevor as the two primary votes and myself as an alternate.

FISCAL NOTE:

NA

COMMISSION ACTION:

Approve Brandon Rein and Trevor Witt as primary voting delegates and Ron Marsh as an alternate.



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

09/06/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Police

Chief Hatter

AGENDA ITEM HEADING:

Prisoner transport agreement between the Abilene Police Department and Dickinson County Sheriff's Office

BACKGROUND:

The Abilene Police Department is required to transport any person arrested by an outside agency for a warrant issued by the Abilene Municipal Court that is deemed extraditable. The current process for transports requires one of two on-duty Abilene Police Officers to drive in a patrol unit to the location where the individual is held and return to allow the suspect to appear in Municipal Court. This process impacts staffing levels and diminishes departmental responsiveness to 911 calls.

The Dickinson County Sheriff's Office conducts the same service for their agency utilizing a transport van specifically outfitted for prisoner transports. The Sheriff's Office has agreed to provide transport services for the Abilene Police Department leveraging their equipment and staff for the following compensation rates:

- Mileage reimbursement at 62.5 cents per mile
- Staff compensation rate of \$42.64 per hour

This agreement would be effective through August 31, 2023 if approved.

Staff recommends approving the agreement with the Dickinson County Sheriff's Department for the transport of prisoners.

FISCAL NOTE:

The financial impact of this agreement would be determined over the next year. The number of prisoner transports and locations are undetermined and can be anywhere in the state. The cost is currently carried directly by the City with APD staff time and fuel.

COMMISSION ACTION:

**AGREEMENT BETWEEN THE DICKINSON COUNTY, KANSAS SHERIFF'S OFFICE AND
THW CITY OF ABILENE, KANSAS ON BEHALF OF THE ABILENE POLICE DEPARTMENT
FOR THE TRANSPORTATION OF PRISONERS**

THIS AGREEMENT, made and entered into this 1st day of September, 2022, by and between the Board of County Commissioners of Dickinson County, Kansas on behalf of the Sheriff of Dickinson County, Kansas, hereinafter referred to as "Dickinson County", and the City of Abilene, Kansas, on behalf of the Abilene Police Department, hereinafter referred to as "City of Abilene" (amended per recommendations of Aaron Martin – City of Abilene), each party having been duly organized and now existing under the laws of the State of Kansas.

WHEREAS, the Sheriff is authorized by law to have charge and custody of the county jail and all the prisoners or inmates therein; and

WHEREAS, in the event the Abilene Police Department lacks resources or staff to transport prisoners taken into custody in other jurisdictions on Abilene Municipal Court charges, the Chief of Police of the City of Abilene wishes to utilize Dickinson County resources to transport prisoners on an as-needed basis; and

WHEREAS, the Sheriff of Dickinson County agrees to transport such prisoners for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, Kansas Statutes Annotated (K.S.A.) 12-2908 authorizes any municipality to contract with any other municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by K.S.A 12-2908.

NOW, THEREFORE, in consideration of the above and foregoing recitals the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree follows:

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Kansas shall govern in any matter relating to a prisoner transported pursuant to this Agreement.

2. **DURATION**

This Agreement shall enter into full force and effect for a period of one (1) year beginning September 1, 2022 and ending August 31, 2023, subject to earlier termination as provided by Section 3 herein. This Agreement will automatically renew annually unless terminated or renegotiated by the parties under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed such as to compel the City of

Abilene to have prisoners transported by Dickinson County continuously or at all.

3. TERMINATION

This Agreement may be terminated by written notice of either party, provided that termination shall become effective ten (10) working days after receipt of such notice.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Dickinson County Sheriff's Office:	Sheriff Jerry Davis 109 East 1 st Street Abilene, KS 67410 Contact Person: Sheriff Jerry Davis jdavis@dkcoks.gov
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Abilene Police Department:	Chief Anna Hatter 419 N. Broadway Abilene, Kansas 67410 Contact Person: Chief Anna Hatter ahatter@apdks.org
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5. COMPENSATION

Dickinson County agrees to transport prisoners for the City of Abilene for compensation at the following rates:

- Mileage reimbursement at the current Internal Revenue Service (IRS) optional standard mileage rate. The IRS optional standard mileage rate established as of July 1, 2022 is 62.5 cents per mile. The per mile range is measured from the Sheriff's Office to the location of the prisoner and back. Mileage shall be calculated using the Google Maps program and shall be the shortest route available. Any detours due to road construction or other hazards shall be documented by corrections staff.
- For each additional prisoner transported, the Sheriff's Office shall receive additional compensation of ½ the optional standard mileage rate, or 31.25 cents per mile.
- The Sheriff's Office shall be compensated for the salary of the transporting officer(s) at the average hourly overtime rate of \$42.64 per hour per officer involved. This hourly compensation shall include the entire time of the trip, including any time the officer(s) are required to wait on the out-processing of the prisoner to be released to their custody, stops for fuel, meals and breaks. For

purposes of calculating hours per trip, any time less than 30 minutes shall be rounded down to the previous hour and any time more than 30 minutes shall be rounded up to the next hour.

- In instances when more than one transport officer may be necessary, the number of officers involved in the transport shall be agreed upon between the City of Abilene staff and Dickinson County staff prior to transport.
- The Sheriff's Office shall be reimbursed for any monies spent providing meals or other amenities to the prisoner(s).

6. RESPONSIBILITY FOR CUSTODY

It shall be the responsibility of Dickinson County to securely transport the prisoner(s) in compliance with applicable law.

7. MEDICAL SERVICES

- a) In the event of a medical emergency, prisoners transported by the Sheriff's Office for the City of Abilene shall receive such medical care/treatment as may be necessary to safeguard their health. Dickinson County will make all attempts to ensure prisoners will receive adequate, proper and reasonable medical care/treatment when required. The financial burden related to any medical services shall be borne by the City of Abilene.
- b) An adequate record of all such services will be kept by Dickinson County for the City of Abilene to review at their request.
- c) Should medical care/treatment require hospitalization, the City of Abilene agrees to compensate Dickinson County dollar for dollar any amount expended or cost incurred in providing the same.

8. DEATH OF A PRISONER

- a) In the event of a death of a prisoner during transport, the Medical Examiner, Coroner or other officials having the duties of such an officer in the jurisdiction shall be notified. The City of Abilene shall receive copies of any records made at or in connection with such notification.
- b) Dickinson County shall immediately notify the City of Abilene of the death of a prisoner during transport.
- c) All in-custody deaths shall be investigated by the Kansas Bureau of Investigation.

9. RESPONSIBILITY FOR LEGAL PROCEEDINGS

The City of Abilene agrees to indemnify Dickinson County for any action or proceeding involving the custody of any prisoner(s) transported for the City of Abilene provided for in this Agreement, provided that any such action or proceeding does not result from any intentional, willful or a negligent act on the part of Dickinson County or any officer or employee thereof.

10. TERMINATION DUE TO LACK OF FUNDING APPROPRIATIONS

The obligation of the City of Abilene to pay Dickinson County under the provisions of this Agreement is expressly contingent upon the appropriation, budgeting, and availability of sufficient funds by the City of Abilene. In the event these funds are not budgeted, appropriated, or otherwise made available for the purpose of payment under this Agreement at any time, then the City of Abilene shall have the option of terminating this Agreement upon written notice to Dickinson County. The termination of this Agreement for this reason will not cause any penalty to be charged to the City of Abilene or require the payment of any additional regular contractual payments beyond such termination date.

11. BILLING AND PAYMENT

Dickinson County agrees to provide the City of Abilene with an itemized bill, listing the names of all prisoners who were transported, the total number of miles involved in the transport, the number of officers involved in the transport, receipts for any monies spent providing meals or other amenities to the prisoner(s) transported and the dollar amount due for each. Dickinson County agrees to send said bills each month. The City of Abilene agrees to make payment to Dickinson County on or about the fifteenth (15th) day of each month for the amount billed for the previous calendar month.

12. MISCELLANEOUS

- a) Dickinson County shall have the right to refuse to transport any prisoner(s) for the City of Abilene when, in the judgement/opinion of Dickinson County, the prisoner(s) to be transported have a history of serious medical problems, or who present a substantial risk of escape or substantial risk of injury to other persons or property.
- b) Dickinson County shall have the right to refuse to transport any prisoner(s) for the City of Abilene due to lack of staff or equipment available.
- c) In addition to the City of Abilene's obligation to indemnify Dickinson County as stated in paragraph 9 hereinabove, the City of Abilene shall hold Dickinson County harmless from any resultant liability for any matters of any nature whatsoever arising out of the transport of prisoner(s) for the City of Abilene pursuant to this Agreement, except for liability resulting from any intentional, willful or a negligent act on the part of Dickinson County or any officer or employee thereof.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate

by the parties hereto on the day and year first above written.

JERRY DAVIS, SHERIFF
DICKINSON COUNTY, KANSAS

LYNN PETERSON, CHAIRMAN
DICKINSON COUNTY
BOARD OF COMMISSIONERS

Subscribed and sworn to before me this _____ day of _____, 2022.

NOTARY PUBLIC

ANNA HATTER, CHIEF
SALINE COUNTY, KANSAS

DEE MARSHALL, MAYOR
CITY OF ABILENE

Subscribed and sworn to before me this _____ day of _____, 2022.

NOTARY PUBLIC



**AMENDMENT #1
WORK ORDER dated April 8, 2019 for
NW 14th Street, N Vine St to N Buckeye Ave**

Date: August 17, 2022

This AMENDMENT ("Amendment") shall amend and become a part of the Master Agreement for Professional Services dated July 13, 2015 between City of Abilene, Kansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: NW 14th Street between N. Vine Street and N. Buckeye Avenue. The project will include improvements to the Vine Street intersection and will tie into the project by KDOT at Buckeye Ave

Project Description: Street and Storm Sewer Improvements and Construction Services

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 500 – Amendment No. 1

TASK 1 – Additional Survey for Culvert Design & Adjustment of Drives

Probe and locate box culvert upstream and downstream limits, identify locations of current bends and changes in sizes of the box culvert, locate all storm sewer connections and elevations to the existing box culvert, survey the downstream cross section south of the high school, survey the finish floor elevation of the First Southern Baptist Church and their storage sheds, survey the Finish Floor of the lowest apartment for the Abilene Center Apartments.

Olsson will also perform additional topographic survey to locate features adjacent to 14th Street to allow for the modification and closure of drive entrances as shown on the 14th Street Traffic Memorandum.

Fee - \$4,200.00

TASK 2 – Hydrologic/Hydraulic Routing

Olsson will develop the peak rates to be accommodated by the box culvert crossing for the 100 and 500-year runoff using the rational method. Runoff coefficients relative to development and land cover will be developed for 10, 100, and 500-year events. Olsson will compare these results with the Kansas Regression Equations.

Olsson will determine the existing stage-flow relationship using FHWA's HY-8 computer program of the existing box combined with the overflow path through the Walnut Street underpass bridge.

This review will be performed for the existing 6' x 8' culvert. This will be reviewed, and the current risk level or approximate recurrence storm interval will be determined for the lowest upstream building.

Olsson will develop new roadway profiles and provide calculations using HY-8 that would review the performance of the upsized 6' x 10' culvert and any required overtopping flows to account for loss in capacity in closing the Walnut Street underpass. In addition, the 500-year event will be reviewed to provide a possible baseline capacity of the crossing. The City should note that while the box will likely meet the 10-year return period prior to overtopping the roadway, the proposed lowering of the roadway will increase the frequency of the overtopping occurrence. Olsson's performance review will review peak flow rate and will not take into account the possible detention storage upstream of 14th street.

Olsson will coordinate and complete the modified "Hydraulic Assessment Checklist for 10'-20' Culverts" with the Bureau of Structures and Geotechnical Services. Olsson will conduct internal quality reviews of the memo prior to submittal to the client. Olsson will summarize the findings in a memo and document the results.

Fee - \$5,600.00

TASK 3 – Structural Design

Olsson will prepare designs, construction plans, and an opinion of probable cost for the 6' x 10' concrete box culvert cast-in-place transition structures (2) and for the 6'x10' concrete box culvert cast-in-place bend structure (1). Olsson will utilize KDOT standards (detail standards and technical specifications) as a basis for developing construction documents. Reinforcing quantities will be made subsidiary to the volume of structural concrete.

It is assumed that bills of reinforcing and detailed shop drawings for any precast alternative solutions will be prepared by the Contractor. These preconstruction items may be submitted for review and approval by the engineer three (3) weeks prior to ordering materials.

Fee - \$14,000.00 - \$6,610.00 (in contract for structural) = \$7,390.00

TASK 4 – 10-foot Shared Use Path

A 10-foot shared use path will be added to the north side of 14th street from Cedar Street to the west end of the project. This path will be placed near the right of way and then curving to match ADA ramps at the intersections.

Fee - \$6,500.00

TASK 5 – Contract Cost Adjustment

Due to the extension of the project timeline to acquire funding, the cost of the finalization of the plan set has increased. The initial cost of this design was \$163,200 of which approximately 35% has been completed. Due to our rate increases of 15% over the three years from project initiation the project cost has increased by \$15,910.

Fee - \$15,910.00

TASK 6 – KDOT Cost Share

The reviews by KDOT as part of the cost share program will include additional reviews of the plans and submittals of additional documentation.

Fee - \$4,000.00

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:
Forty-Three Thousand Six Hundred Dollars (\$43,600.00).

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 
Brad Sonner, PLA, LEED AP
Vice President

By 
Jamie Fain, P.E.
Vice President

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF ABILENE

By _____
Signature

Printed Name _____

Title _____

Dated: _____



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

9/6/2022

Originating Department

Administration

Prepared By:

Marcus Rothchild

Approved For Agenda By:
(Office Use Only)

AGENDA ITEM HEADING:

Capital Improvement Plan

BACKGROUND:

In 2019, the City Commission passed Charter Ordinance No. 28 addressing public improvements and the issuance of bonds to pay for those improvements. Within that ordinance, it states that a capital improvement plan must be approved by the Governing Body to authorize the City to issue general obligation bonds to cover associated costs of capital projects or equipment. Since several new projects have recently been discussed, staff wanted to review and update our capital improvement plan with all potential projects to help provide funding sources in case a project is approved. When the commission approves the CIP, it does not lock in all or any of these projects. Each project will still need to be approved individually and funding sources identified for each one.

FISCAL NOTE:

COMMISSION ACTION:

(Published in the *Abilene Reflector-Chronicle* on 9/12/19, and 9/19/19)

CHARTER ORDINANCE NO. 28

**A CHARTER ORDINANCE EXEMPTING THE CITY OF ABILENE, KANSAS,
FROM THE PROVISIONS OF K.S.A. 14-570 AND K.S.A. 14-571 AND
PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME
SUBJECT RELATING TO PUBLIC IMPROVEMENTS AND THE ISSUANCE OF
BONDS FOR THE PURPOSE OF PAYING FOR THE IMPROVEMENTS.**

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Abilene, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 14-570 and K.S.A. 14-571 are part of an enactment of the Kansas Legislature (K.S.A. 14-570 *et seq.*) relating to public improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City (the “Governing Body”) desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 14-570 and K.S.A. 14-571, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 14-570 and K.S.A. 14-571, and shall be governed by the following substitute and additional provisions contained herein.

Section 2. Master Plan for Public Improvements. Whenever the City Manager, the chief financial officer of the City, or such other person designated by the City Manager, has filed with the Governing Body a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including public improvements, the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute, and such Plan is approved by the Governing Body, the City is hereby authorized to issue its general obligation bonds (the “Bonds”) in an amount sufficient to carry out such Plan and associated costs.

Section 3. Procedure for Issuance of Bonds. Before any Bonds are authorized or issued pursuant to this Charter Ordinance, the City will adopt a resolution specifying the amount of such Bonds and the purpose of the issuance thereof. The resolution will be effective upon adoption and the City may proceed to issue the Bonds.

At the sole discretion of the governing body of the City, such resolution may contain an additional provision that the issuance of the Bonds be subject to one of the following requirements: (a) publication of the resolution one time in the official City newspaper; (b) publication of the resolution one time in the official City newspaper, and if within 30 days after the date of publication of the resolution, a petition in opposition to the issuance of the Bonds, signed by not less than 10% of the qualified electors of the City, is filed with the City Clerk, the City shall not have the authority to issue the Bonds until such question is submitted to the electors of the City at a special election called for that purpose or at the next general election and approved by a majority of the electors of the City voting at such election, *provided that* if no sufficient written protest is filed, the City may proceed to issue the Bonds; or (c) approval by a majority of the electors of the City voting on such question at a special election called for that purpose or at the next general election. Any election required by this section shall be conducted in the manner set forth in K.S.A. 10-120 by the election officer of the county in which the City is located.

Section 4. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

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PASSED with at least a two-thirds (2/3) vote of the entire governing body of the City of Abilene, Kansas, on September 9, 2019 and **SIGNED** by the Mayor.



Perry A. Soukup, me
Clerk

[Signature]
Mayor

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Project Description	Estimate By	Cost Estimate Date	5 Year Estimated Cost	2023	2024	2025	2026	2027
Streets								
14th Street Improvements from N. Buckeye (K-15) west to Vine Street	Olsson	2021	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
KDOT City Connecting Link Improvement Program (City Share)	KDOT	2022	\$ 550,000	\$ 200,000	\$ 350,000	\$ -	\$ -	\$ -
Local Rehabilitation Projects	Lon	2022	\$ 1,100,000	\$ 310,000	\$ -	\$ -	\$ 225,000	\$ 565,000
Pavement Preservation	Lon	2022	\$ 254,180	\$ -	\$ 93,000	\$ -	\$ 100,000	\$ 61,180
Rogers St Reconstruction w/drainage & sidewalks: Rogers from NW 4th to NW 8th	Olsson	2020	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -
NE 13th St Reconstruction:Buckeye to Brady w/curb, gutter, driveway entrance & radius corners	Lon	2022	\$ 1,750,000	\$ -	\$ -	\$ 1,750,000	\$ -	\$ -
East Civic Center Parking Lot Reconstruction w/ Landsaping: NW 2nd St	Lon	2022	\$ 575,000	\$ -	\$ -	\$ -	\$ 575,000	\$ -
14th Street Project: From Vine to Van Buren (Joint Project w/ County)	Olsson/Dk Cty							
14th Street Industrial Corridor (Joint Project w/ County)	Olsson	2022	\$ 12,000,000					\$ -
		Streets Sub-Totals	\$ 19,929,180	\$ 3,010,000	\$ 1,643,000	\$ 1,750,000	\$ 900,000	\$ 626,180
Storm Water								
Storm Drainage Strategic Plan		2020	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Southeast Drainage Project	Olsson	2019	\$ 25,000,000	\$ -	\$ 25,000,000	\$ -	\$ -	\$ -
		Storm Water Sub-Totals	\$ 25,075,000	\$ 75,000	\$ 25,000,000	\$ -	\$ -	\$ -
Sanitary Sewer								
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Sanitary Sewer Sub-Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water System								
Water Distribution - Water Main replacement projects	Lon	2022	\$ 1,660,000	\$ 225,000	\$ 350,000	\$ 500,000	\$ 400,000	\$ 185,000
Water Treatment Plant roof replacement	Lon	2022	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -
Replace Programmable Logic input/output cards in Master Control Cabinets	Lon	2022	\$ 95,000	\$ 95,000	\$ -	\$ -	\$ -	\$ -
Connect Well #16 & Well #6 to submersible pumps and install new magnetic meters	Lon	2022	\$ 70,000	\$ -	\$ 70,000	\$ -	\$ -	\$ -
Water Treatment Plant De-humidifier for 2025 (No price estimate yet)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recharge all 8 Pressure Filters Media	Lon	2022	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000	\$ -
Replace Reverse Osmosis Membranes in one skid and rebuild one high pressure pump	Lon	2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Acquisition for Future Water Improvements/Tower	Lon	2022	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Purchase Trench Shields/Shoring	Lon	2022	\$ 11,000	\$ 11,000	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Water System Sub-Totals	\$ 2,076,000	\$ 446,000	\$ 420,000	\$ 500,000	\$ 525,000	\$ 185,000
Parks and Public Grounds								
Eisenhower Park Playground Reconstruction	Kellee	2021	\$ 350,000	\$ -	\$ 350,000	\$ -	\$ -	\$ -
Sports Complex	Mammoth	2022	\$ 12,000,000	\$ -	\$ 12,000,000	\$ -	\$ -	\$ -
Bicentennial Park Playground	Kellee	2022	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -
Four New Pickle Ball Courts	Kellee	2022	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Pool Slide	Kellee	2020	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Golf Course	Oaks Golf	2022	\$ 1,550,000	\$ 500,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ -
Splash Pad	Kellee	2022	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Indoor Pool	Wamego	2022	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
Little Ike Park/Public Parking Lot Improvements	Joy	2022	\$ 200,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Parks and Public Grounds Sub-Totals	\$ 17,350,000	\$ 600,000	\$ 12,800,000	\$ 750,000	\$ 350,000	\$ 2,850,000
Public Buildings and Facilities								
City Hall Renovations			\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -
Community Center Roof			\$ 115,000	\$ 115,000				
Band Shell Roof			\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Senior Center Kitchen Expansion			\$ 70,000	\$ -	\$ 70,000	\$ -	\$ -	\$ -
Fire Department Expansion or Relocation			\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Buildings/Facilities Sub Totals	\$ 1,705,000	\$ 135,000	\$ 70,000	\$ 500,000	\$ -	\$ 1,000,000
		Capital Improvement Projects Grand Total	\$ 66,135,180	\$ 4,266,000	\$ 39,933,000	\$ 3,500,000	\$ 1,775,000	\$ 4,661,180
		FUNDING SOURCES	2023	2024	2025	2026	2027	
		CIP Fund	\$ 1,200,000	\$ 400,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		Kansas Gas Tax (Special Street)	\$ 1,070,000	\$ 370,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
		Sales Tax Street Fund (.25)	\$ 3,130,000	\$ 1,560,000	\$ 385,000	\$ 390,000	\$ 395,000	\$ 400,000
		Federal Fund Exchange	\$ 420,000	\$ 80,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
		KDOT Grants	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
		Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SPARK Funding	\$ 20,000,000	\$ -	\$ 20,000,000	\$ -	\$ -	\$ -
		State Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		GO Bonds	\$ 6,998,000	\$ -	\$ 6,998,000			
		Private Funding/Donations	\$ 7,345,000	\$ -	\$ 6,000,000	\$ 1,100,000	\$ 245,000	\$ -
		ARPA	\$ 526,567	\$ 526,567	\$ -	\$ -	\$ -	\$ -
		Water Revenue	\$ 2,076,000	\$ 446,000	\$ 420,000	\$ 500,000	\$ 525,000	\$ 185,000
		Sewer Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		Storm Water Fund	\$ 870,969	\$ 598,969	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000
		Total Available Funding	\$ 44,636,536	\$ 4,981,536	\$ 34,331,000	\$ 2,518,000	\$ 1,693,000	\$ 1,113,000
		Unfunded Amount	\$ (21,498,644)	\$ 715,536	\$ (5,602,000)	\$ (982,000)	\$ (82,000)	\$ (3,548,180)

Capital Equipment by Department	Replacement Equipment	Surplus Value	\$ Year Cost Estimate	2023	2024	2025	2026	2027
Public Works (General Fund - Street/Flood Maintenance)								
Utility Tractor	2001 John Deere Tractor	\$ 6,000	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -
Equipment Trailer	New Equipment	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -
Zero Turn Mower	2012 Hustler Zero Turn	\$ 3,000	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -
Dump Truck with plow/spreader	2013 International Dump Truck	\$ 15,000	\$ 140,000	\$ -	\$ 140,000	\$ -	\$ -	\$ -
1-Ton Flat Bed Truck	2008 1-Ton Flat Bed Truck	\$ 8,000	\$ 70,000	\$ -	\$ 70,000	\$ -	\$ -	\$ -
Crack Sealer	2012 Crafco Crack Sealer	\$ 8,000	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Street Sweeper	2018 Street Sweeper	\$ 40,000	\$ 220,000	\$ -	\$ -	\$ 220,000	\$ -	\$ -
Tandem Axle Dump Truck	2010 Tandem Axle Dump Truck	\$ 25,000	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -
Wheel Loader	2008 Caterpillar Wheel Loader	\$ 135,000	\$ 180,000	\$ -	\$ -	\$ -	\$ 180,000	\$ -
Motor Grader	1994 Caterpillar Motor Grader	\$ 60,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
1-Ton Flat Bed Truck	2010 1-Ton Flat Bed Truck	\$ 10,000	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Skid Loader	2019 Bobcat Skid Loader	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zero Turn Mower	2019 Hustler Zero Turn Mower	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aerial Lift Truck	2015 Aerial Lift Truck	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dump Truck with plow/spreader	2018 IH Dump Truck w/ Plow & Spreader	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Grader	2008 Caterpillar Motor Grader	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Streets Sub-Totals	\$ 444,500	\$ 1,158,000	\$ 78,000	\$ 260,000	\$ 220,000	\$ 330,000	\$ 270,000
Inspection Department								
Inspection Truck	2002 F-150	\$ 4,000	\$ 44,000	\$ 44,000	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Inspection Dept Sub-Totals	\$ 4,000	\$ 44,000	\$ 44,000	\$ -	\$ -	\$ -	\$ -
Fire Department								
Thermal Cameras			\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Fire Engine 31 (Pumper Truck)	2003 HME Ferrara	\$ 25,000	\$ 600,000	\$ -	\$ 600,000	\$ -	\$ -	\$ -
Utility Terrain Vehicle	Mid 90's John Deere Gator	\$ 1,500	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -
Rescue Truck (Shared w/ County)	2006 Freightliner (from homeland security)	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ 350,000	\$ -
Squad 35 Brush Truck	2009 Ford Super Duty	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fire Dept Sub-Totals	\$ 21,500	\$ 980,000	\$ -	\$ 630,000	\$ -	\$ 350,000	\$ -
Police Department								
Patrol Vehicles (Includes equipping + additional 3500 for light bars and stalker radars \$45K/unit)	(Price listed after trade & fully equipped)	\$ -	\$ 450,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000
John Deere Gator		\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Police Department Sub-Totals	\$ -	\$ 472,000	\$ 90,000	\$ 90,000	\$ 112,000	\$ 90,000	\$ 90,000
Parks Department								
John Deere Gator w/ Snow Plow	2013 JD Gator	\$ 4,000	\$ 22,000	\$ 22,000	\$ -	\$ -	\$ -	\$ -
1/2 Ton Parks Truck	2012 Chevy Truck	\$ 7,000	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -
John Deere Gator	2010 Gator	\$ 3,000	\$ 7,000	\$ -	\$ -	\$ -	\$ 7,000	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Parks Department Sub-Totals	\$ 14,000	\$ 49,000	\$ 22,000	\$ -	\$ 20,000	\$ 7,000	\$ -
Recycling Department								
Skid Steer Loader	2017 Skid Steer Loader	\$ 13,000	\$ 55,000	\$ -	\$ -	\$ 55,000	\$ -	\$ -
Fork Lift	2009 Yale Fork Lift	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials Baler	2015 Materials Baler	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Recycling Dept Sub-Totals	\$ 41,000	\$ 55,000	\$ -	\$ -	\$ 55,000	\$ -	\$ -
Water Department								
3/4 Ton Service Truck	2009 Ford Service Truck	\$ 5,000	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -
3/4 Ton 4X4 Pick-up Truck	2012 3/4 Ton 4X4 Truck	\$ 5,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -
Excavator	2017 Bobcat Excavator	\$ 20,000	\$ 70,000	\$ -	\$ -	\$ 70,000	\$ -	\$ -
Public Works Director Vehicle (Split 50% of \$45K between water & sewer)	2010 Ford Explorer SUV	\$ 2,500	\$ 22,500	\$ -	\$ -	\$ 22,500	\$ -	\$ -
3/4 Ton Service Truck	2002 3/4 Ton Service Truck	\$ 5,000	\$ 65,000	\$ -	\$ -	\$ -	\$ 65,000	\$ -
Backhoe Loader Tractor (Split 50% of \$80K between water & sewer)	2008 Backhoe Loader Tractor	\$ 10,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Aerial Lift Truck	2015 Aerial Lift Truck	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Water Department Sub Totals	\$ 50,750	\$ 297,500	\$ 60,000	\$ 40,000	\$ 92,500	\$ 65,000	\$ 40,000
Sewer Department								
Sewer Truck	2013 Vactor Sewer Combo Truck	\$ 70,000	\$ 430,000	\$ 430,000	\$ -	\$ -	\$ -	\$ -
Manure Spreader	2007 Manure Spreader	\$ 5,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ -	\$ -
Public Works Director Vehicle (Split 50% of \$45K between water & Sewer)	2010 Ford Explorer SUV	\$ 2,500	\$ 22,500	\$ -	\$ -	\$ 22,500	\$ -	\$ -
Loader Tractor	1994 John Deere Loader Tractor	\$ 15,000	\$ 85,000	\$ -	\$ -	\$ -	\$ 85,000	\$ -
Backhoe Loader Tractor (Split 50% of \$80K between water & sewer)	2008 Backhoe Loader Tractor	\$ 10,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Aerial Lift Truck	2015 Aerial Lift Truck	\$ 3,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 Utility Tractors	Two 1998 4500 John Deere Utility Tractors	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Skid Loader	2016 Bobcat Skid Loader	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Sewer Department Sub Totals	\$ 120,750	\$ 617,500	\$ 430,000	\$ 40,000	\$ 22,500	\$ 85,000	\$ 40,000
	Capital Equipment Grand Total		\$ 3,673,000	\$ 724,000	\$ 1,060,000	\$ 522,000	\$ 927,000	\$ 440,000
FUNDING SOURCES								
			2023-2027	2023	2024	2025	2026	2027
	Surplus Equipment	\$ 503,500	\$ 88,000	\$ 67,500	\$ 78,000	\$ 180,000	\$ 90,000	\$ 90,000
	Equipment Reserve	\$ 1,950,000	\$ 750,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
	Water Equipment Reserve	\$ 400,000	\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Sewer Equipment Reserve	\$ 550,000	\$ 350,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Fire Apparatus Fund	\$ 625,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
	GO Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Private Funding/Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	State Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Federal Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Available Funding	\$ 4,028,500	\$ 1,513,000	\$ 592,500	\$ 603,000	\$ 705,000	\$ 615,000	\$ 615,000
	Unfunded Amount		\$ (355,500)	\$ 636,000	\$ 592,500	\$ 603,000	\$ 705,000	\$ 615,000



CITY OF ABILENE
Item for City Commission Agenda

Meeting Date:

09/06/2022

Originating Department

Prepared By:

Approved For Agenda By:
(Office Use Only)

Administration/Police

Ron Marsh

AGENDA ITEM HEADING:

Panhandling Discussion

BACKGROUND:

A City Commissioner requested to have a panhandling discussion on the study session for September 6, 2022.

Section 69(b) of the Standard Traffic Ordinance says, "No person shall stand on a highway for the purpose of soliciting employment, business or contributions from the occupant of any vehicle."

Included in the packet is an email from the City Attorney when asked about the legal boundaries the City had when it came to panhandling.

I have had numerous discussions with Chief Hatter on this subject. The Abilene police department makes contact with any newly identified individuals who might be considered transient. The PD asks if the individuals need help and will offer to take or direct them to social programs available. If the individuals refuse, they are encouraged to move on.

The city put out a PSA on Facebook to help educate the public on what we are actively doing to mitigate the issue.

FISCAL CONSIDERATIONS:

RECOMMENDED COMMISSION ACTION:

City Attorney email dated July 18, 2022

The STO defines “highway” twice, and each definition is slightly different, but the broader definition is as follows:

Street or Highway. The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Where the word “highway” or the word “street” is used in this ordinance, it shall mean street, avenue, boulevard, thoroughfare, trafficway, alley and other public way for vehicular travel by whatever name unless the context clearly indicates otherwise.

The STO definition is identical to the definition in K.S.A. 8-1424, which the A.G. has interpreted to mean not only the improved roadway, but also “the land contained within the boundary lines of the public right of way.” In this context, the term “highway” goes beyond the state highways that are most commonly associated with the term “highway.” The term would include Buckeye, and other roads and streets within the City of Abilene.

Generally speaking, solicitation of funds and charitable donations is protected expression under the First Amendment. Since public streets and sidewalks are deemed traditional public forums for purposes of the First Amendment, any law restricting or criminalizing solicitation in these areas must be narrowly tailored to serve a significant government interest, or it could be deemed to infringe upon protected First Amendment rights.

The STO narrowly regulates the act of soliciting “from the occupant of any vehicle.” This regulation passes constitutional muster, because traffic safety is a significant government interest, and soliciting from vehicles poses a threat to traffic safety, and to pedestrians. As a result, if a police officer observes someone standing in the public right-of-way and soliciting from persons in a vehicle, it would be appropriate for the office to cite the individual for violation of the STO, or force them to stop.

The STO does not prohibit someone from standing in the parkway area, or sidewalk, and soliciting pedestrians on the sidewalk, or persons outside of a vehicle. It just prohibits soliciting from occupants of vehicles. As a result, a distinction should be drawn under the STO between panhandlers and panhandlers who are soliciting from vehicles. Only the latter are subject the STO provision. Generally speaking, a person has a constitutional right to solicit or panhandle, and we should not enforce the STO provision against a person unless he or she is soliciting from occupants of vehicles.

When it comes to regulating panhandling outside of the public streets and highways, the First Amendment does not permit cities to prohibit panhandling altogether, but cities can regulate aggressive panhandling, as Salina has done. Generally, aggressive panhandling ordinances prohibit panhandling that rises to the level of harassment or a public nuisance. I see that Abilene Code Section 3-809 prohibits “aggressive peddling or soliciting,” but this code section appears to apply strictly to door-to-door sales, rather than the type of soliciting that prompts your question.