

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
November 9, 2015 - 4:00 pm

1. **Call to Order**
2. **Roll Call:** ___ Weishaar ___ Marshall ___ Payne ___ Shafer ___ Ray
3. **Pledge of Allegiance**

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.*)

4. Agenda Approval for the November 9, 2015 City Commission Meeting
5. Meeting Minutes: October 26, 2015 Regular Meeting

Public Comments and Communications

6. **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 minutes. Any presentation is for informational purposes only. No action will be taken.
7. **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.

Proclamations and Recognition

8. **None**

Public Hearings

9. **None**

Old Business

10. **None**

New Business

11. **Consideration of an Ordinance granting to Westar Energy, Inc. an electric franchise including the right to construct, operate, and maintain electric transmission, distribution, and street lighting facilities within the corporate limits of the City of Abilene, Kansas.**

Reports

12. **City Manager's Report**
 - a. **Expenditures Report**
 - b. **Sales Tax Report - August 2015**

Adjournment

13. **Consideration of a motion to adjourn the November 9, 2015 City Commission meeting.**

Future Meeting Reminders: (*All meetings at Abilene Public Library unless otherwise noted*)

- Planning Commission, November 10 at 4:30 pm
- Economic Development Council, November 17 at 4:00 pm
- Commission Study Session, November 17 at 7:00 pm (City Hall)
- City Commission meeting, November 23 at 4:00 pm
- CITY OFFICES CLOSED: November 26 and 27 (Thanksgiving)



Abilene City Commission Minutes
Abilene Public Library
October 26, 2015 @ 4:00 p.m.
Abilene, Kansas

1. Call to Order

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

Staff Present: City Manager Dillner, Human Resources Director/City Clerk Soukup, Finance Director Rothchild, City Attorney Martin, Parks & Recreation Director Foltz, Community Development Director Shea, and Fire Chief Sims.

Others Present: Mike Heronemus, Erica Gensicke, Luella Elliott, Drake Webster, James Holland, Linda Vincent, Phyllis Wilson, Betty Bowser and Jennifer Pretz.

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

Consent Agenda

4. Agenda Approval for the October 26, 2015 City Commission Meeting

5. Meeting Minutes: October 13, 2015, Regular Meeting

6. A Resolution providing for Cost-of-Living Adjustment to the Pay Plan for the City of Abilene, Kansas

7. A Resolution approving Longevity Pay per Chapter 12, Section 16 of Personnel Policy of the City of Abilene, Kansas

8. Acceptance of the Third Quarter, 2015 Financial Report for the City of Abilene, Kansas

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

Public Comments and Communications

9. 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 Weishaar asked for any comments or communications from the public that are not on the agenda.

There were no comments and communications from the public.

10. 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

11. American Legion Auxiliary Buddy Poppy Proclamation

Commissioner Shafer read a proclamation for American Legion Auxiliary's 2015 Poppy Program Campaign proclaiming November 11, 2015 as Buddy Poppy Day in Abilene, Kansas and presented it to representatives from the American Legion Auxiliary.

Public Hearings

12. There were no public hearings.

Old Business

13. There was no old business.

New Business

14. Consideration of a Resolution approving a Real Estate Donation Agreement with Abilene Highlands, LP concerning the conveyance of certain real property commonly known as the Abilene Highlands Addition to the Land Bank of the City of Abilene, Kansas.

City Manager Dillner presented information regarding the donation of the Abilene Highlands Addition to the City of Abilene Land Bank. The agreement sets for the terms and conditions of the property to be transferred to the City's Land Bank in accordance with state law and local ordinance. A few points of consideration follow:

- The property will be donated at no cost to the City of Abilene. The property owner intends to claim the value of the property as a non-cash charitable contribution, although it is understood by both parties that the property owner is responsible for seeking legal and tax advice to fully capitalize on this intent.
- The Land Bank will pay the following costs associated with the transaction: 1) 50% of the title insurance premium; 2) 50% of the escrow and closing fee, if any; 3) the cost of recording the deed; 4) the cost of obtaining an appraisal pursuant to Section 4 of the agreement, subject to Donor's reimbursement obligation as set forth therein; and 5) any attorney's fees and expenses incurred by the Land Bank in the preparation and performance of this agreement.
- The donor will pay the following costs associated with the transaction; 1) 50% of the title insurance premium; 2) 50% of the escrow and closing fee, if any; and 3) any attorneys' fees and expensed incurred by the Donor in preparation and performance of this agreement.
- The City is preparing an appraisal of the property to be delivered to the Donor five days prior to the closing date. The City has contracted with Simmons Company of Manhattan, Kansas to prepare the appraisal at a cost of \$4,500. If the donor is unable to provide title to the property, the Land Bank may terminate the Agreement and the donor will reimburse the cost of the appraisal to the City.

- First American Title Insurance Company of Abilene will serve as the escrow agent.
- The Land Bank will be provided owner's title insurance in an amount not to exceed the appraised value of the property.
- Closing date of the agreement will be on or before November 19, 2015, and includes the delivery to the Land Bank of a warranty deed in proper recording form so as to transfer property to the Land Bank fee simple title free of all encumbrances as provided in the Agreement. The Land Bank shall take possession immediately following closing.

City Manger Dillner said the Economic Development Council is in the process of reviewing a policy setting forth the conditions by which property will be administered by the Land Bank. The proposed policy will be forwarded to the Land Bank governing body following recommendation by the Economic Development Council.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to approve Resolution No. 102615-3 **A RESOLUTION APPROVING A REAL ESTATE DONATION AGREEMENT WITH ABILENE HIGHLANDS, LP CONCERNING THE CONVEYANCE OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE ABILENE HIGHLANDS ADDITION TO THE LAND BANK OF THE CITY OF ABILENE, KANSAS.** Motion carried unanimously 5-0.

Reports

15. City Manager Report

a. Expenditure Report

City Manger Dillner said the Fire Department and Community Development Department have been working on a pilot initiative for building inspections. The Fire Department has been doing inspections. A meeting was held to discuss how things have been working and there are a few tweaks that need to be made. The process will be reviewed again in two weeks.

There will be a public meeting November 11th to discuss the NW 11th Street project. Three options will be presented for the design and an engineer will prepare a preliminary design for the option chosen.

City staff is working on Dawson Cottage impact fees for the water and sewer connections.

City staff met regarding the closing of Third Street on Halloween this Saturday. North West Third Street will be closed from Mulberry to Pine for public safety.

City Manager Dillner gave a clarification regarding the payroll items on the Consent Agenda. The 27th payroll was to be scheduled for 2016 was moved into 2015. The increase in the mill levy for 2016 does include the COLA and merit increase for the employees for 2016.

City Clerk Soukup said we knew that this payroll was coming in 2016. We decided to move it into 2015 to keep the mill levy low when we were in budget discussions for 2016. In looking at the numbers we will probably need a budget amendment for 2015 since it was not intended for 2015.

City Manager Dillner read a letter from the Omitama Mayor regarding their last visit to Abilene.

Adjournment

16. Consideration of a motion to adjourn the October 26, 2015 City Commission meeting.

Motion by Commissioner Marshall, seconded by Commissioner Payne to adjourn at 4:18 p.m. Motion carried unanimously 5-0.

(Seal)

Dennis P. Weishaar, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Westar Energy Franchise Agreement
DATE: October 15, 2015

The current franchise agreement with Westar Energy, Inc., approved by Ordinance No. 3168, is set to renew at the end of the year. A franchise agreement governs the terms and conditions, including payment of a franchise fee, for use of the City's public right-of-way for placement of electric utilities. The City also has franchise agreements with Kansas Gas Service, Inc. and several telecommunications companies.

Representatives from Westar recently inquired about any changes that may be needed to the current agreement. Staff has reviewed the agreement and have prepared the following considerations for the City Commission's review.

1. **Term** - The current agreement was originally set up for a five year period that would automatically renew for five, one year terms. Westar typically has a term of ten to twenty years with many other communities in its service area. Staff is proposing a twenty year term with the ability to review the agreement every five years. It should also be noted that the agreement may be opened for negotiation at any time subject to the following conditions:
 - a. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - b. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or
 - c. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of the Franchise.

2. **Compensation to the City** - The current franchise fee is 5% of the gross receipts received from such distribution of electric energy. Staff is proposing to increase the franchise fee to 6% of gross receipts, which would generate approximately \$110,000 of additional revenue to the City each year. The City Manager proposes using the new revenue for the following programs:
 - a. \$65,000 (59% of the new revenue) to the Business Investment Grant Program for use as an economic development tool for businesses located in or desiring to locate to Abilene; and
 - b. \$45,000 (41% of the new revenue) to be used for the implementation of the Abilene Cowboy Trail in the form of sidewalk or trail improvements and bike lanes.

The City Manager has received input from a variety of stakeholders with interest in both of these programs. Several businesses have inquired about future grant opportunities, and active transportation initiatives have been supported by community stakeholders such as the Health and Wellness Coalition, USD 435, and the general public. Without the increased franchise fee rate, the City Manager does not have a plan to provide revenue to continue to implement these programs.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO WESTAR ENERGY, INC. AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ABILENE, KANSAS.

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

Section 1. Definitions.

For purposes of this Franchise, the following words and phrases shall have the meanings given herein:

City as the Grantor – shall mean the City of Abilene, Kansas.

Company as the Grantee – shall mean Westar Energy, Inc., a Kansas Corporation.

Distributed or Distribution – shall mean all sales, distribution, or transportation by the Company or by others through the Facilities of the Company in the Right-of-Way to any consumer for use within the City.

Facilities – shall mean all electric distribution lines, substations, works, and plants together with all necessary appurtenances thereto.

Gross receipts – shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of electric energy to a consumer for any use within the City, including domestic, commercial and industrial purposes, through charges as provided in tariffs filed and approved, and including without limitation interruptible sales and single sales; except that such term shall not include revenues from any operation or use of any or all of the Facilities in the Right-of-Way by others nor shall such term

include revenue from certain miscellaneous charges and accounts, including but not limited to delayed or late payment charges, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, and temporary service charges.

Public Improvement – shall mean any existing or contemplated public facility, building, or capital improvement project, financed by the City, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, Right-of-Way improvement, and Public Projects.

Public Project – shall mean any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

Public Project for Private Development – shall mean a Public Project, or that portion thereof, that primarily benefits a third (3rd) party.

Right-of-Way – shall mean present and future streets, alleys, rights-of-way, and public easements, including easements dedicated to the City in plats of the City for streets and alleys but not including any Utility Easement.

Street Right-of-Way – shall mean the entire width between property lines of land, property, or an interest therein of every way publicly maintained where any part thereof is open to the use of the public for purposes of vehicular traffic, including street, avenue, boulevard, highway, expressway, alley, or any other public way for vehicular travel by whatever name.

Utility Easement – shall mean an easement owned by or dedicated to the City for the purpose of providing the Company and other utilities access to customers and users of any utility service.

Section 2. Grant.

There is hereby granted to Company, the non-exclusive right, privilege, and franchise to construct, maintain, extend, and operate its Facilities in, through, and along the Right-of-Way of the City for the purpose of supplying electric energy to the City and the inhabitants thereof for the full term of this Franchise; subject, however, to the terms and conditions herein set forth. Nothing in this grant shall be construed to franchise or authorize the use of the Company's Facilities or the Right-of-Way by the Company or others, for any purpose not related to the provision of electric energy. The Company may not allow a subsidiary, affiliate, or a third (3rd) party to acquire rights to occupy the Rights-of-Way under this Franchise; provided, that nothing in this section shall prevent Company from allowing the use of its Facilities by others when such use is compensated to the City under the provisions of a franchise granted by the City to any such third party.

Section 3. Term.

- a. The term of this Franchise shall be twenty (20) years from the effective date of this Ordinance.
- b. Upon 60 days advance written notice by the City, the franchise fee percentage rate may be changed on the fifth, tenth or fifteenth anniversary of the effective date of this Ordinance.

c. Upon written request of either the City or the Company, the franchise shall be reopened and renegotiated at any time upon any of the following events:

1. Change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

2. Change in the structure or operation of the electrical energy industry which materially affects any rights or obligations of either the City or the Company, including but not limited to the scope of the grant to the Company or the compensation to be received by the City; or

3. Any other material and unintended change or shift in the economic benefit to the City or a change the Company did not anticipate upon accepting the grant of this Franchise.

d. Amendments under this section, if any, shall be made by ordinance as prescribed by statute. The franchise shall remain in effect according to its terms pending completion of any review or renegotiation pursuant to subsection (c).

Section 4. Compensation to the City.

a. In consideration of and as compensation for the franchise hereby granted to the Company by the City, the Company shall make an accounting on a monthly basis to the City of all electric energy that has been Distributed within the City. The Company shall pay the City:

A sum equal to six percent (6%) of the Gross Receipts received from such Distribution of electric energy; and the above sum shall be adjusted for uncollectible receivables and for receivables which are later collected.

b. Payment of the compensation above shall be effective on the first day of the first month after final passage and approval by the City and acceptance by the Company. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance 3168. Such payments shall be made to the City under procedures, which are mutually agreed to by the Company and the City within thirty (30) days of the last day of the month to which such accounting shall apply.

c. Notwithstanding anything to the contrary in this Franchise, the fee provided for in this Section 4 shall not become effective within any area annexed by the City until 30 days after the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the city detailing the annexed area.

d. Company will use commercially reasonable efforts to ensure the accuracy of its records and of the determination of the amount of Gross Receipts subject to the fee provided for in this Section 4. In the event and to the extent the accounting rendered to the City by the Company is found to be incorrect due to Company's failure to use commercially reasonable efforts as provided herein, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Company, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in

dispute or later found to be incorrect. The Company agrees that all of its books, records, documents, contracts and agreements as may be reasonably necessary for an effective compliance review of this Ordinance shall upon reasonable notice and at all reasonable times be opened to the inspection and examination of the officers of the City and its duly authorized agents, auditor, and employees for the purpose of verifying said accounting. Notwithstanding the obligation herein, the Company shall have the right to require the reasonable protection of proprietary information of the Company.

Section 5. Payment and Charges.

The payments and compensation herein provided shall be in lieu of all other licenses, taxes, charges, and fees, except that the usual general property taxes and special ad valorem property assessments, sales and excise taxes, or charges made for privileges which are not connected with the electric energy business, will be imposed on the Company and are not covered by the payments herein.

Section 6. Use of Right-of-Way.

a. The use of the Right-of-Way under this Franchise by the Company shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to use, placement, location, or management of utilities located in the City's Right-of-way. In addition, the Company shall be subject to all laws, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power relating to permits, fees, sidewalk and pavement cuts, utility location,

construction coordination, screening, and other requirements on the use of the Right-of-Way; provided, however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, policy, resolution, or ordinance proposed, adopted, or promulgated by the City. Further, the Company shall comply with the following:

b. The Company's use of the Right-of-Way shall in all matters be subordinate to the City's use of the Right-of-Way for any public purpose. The Company shall coordinate the installation of its Facilities in the Right-of-Way in a manner which minimizes adverse impact on Public Improvements, as reasonably determined by the City. Where installation is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to conflict with such Public Improvement.

c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Right-of-Way damaged or removed by the Company in its activities under this Franchise shall be fully repaired or replaced promptly by the Company without cost to the City, however, when such activity is a joint project of utilities or franchise holders, the expenses thereof shall be prorated among the participants, and to the reasonable satisfaction of the City in accordance with the ordinances and regulations of the City pertaining thereto. Nothing in this Franchise shall require the Company to repair or replace any materials, trees, flowers, shrubs,

landscaping or structures that interfere with the Company's access to any of its Facilities located in a Utility Easement.

d. Except in the event of an emergency, as reasonably determined by the Company, the Company shall comply with all laws, rules, regulations, policies, resolutions, or ordinances now or hereinafter adopted or promulgated by the City relating to any construction, reconstruction, repair, or relocation of Facilities which would require any street closure which reduces traffic flow. Notwithstanding the foregoing exception all work, including emergency work performed in the traveled way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected.

e. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within the Right-of-Way when requested by the City or its authorized agents for a Public Project. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents, or authorized contractors. The Company shall designate and maintain an agent, familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in the Right-of-Way during and for the design of Public Improvements. At the request of the Company, the City may include design for Facilities in the design of Public Projects. Also at the request of the Company, the City and/or its contractor(s) or agent(s) shall provide accurate and timely field locations of proposed Public Projects in the event the Company is required to install new and/or relocate its Facilities.

f. The Company shall promptly locate, remove, relocate, or adjust any Facilities located in the Right-of-Way if reasonably necessary and requested by the City for a Public Project. Such location removal, relocation, or adjustment for a particular Public Project shall be performed by the Company without expense to the City, its employees, agents, or authorized contractors, and shall be specifically subject to rules and regulations of the City pertaining to such. If additional location, removal, relocation, or adjustment is the result of the inaccurate or mistaken information of the Company, the Company shall be responsible for costs associated with such without expense to the City. Likewise, if additional location, removal, relocations or adjustment is the result of inaccurate or mistaken information of the City, the City shall reimburse the Company for any additional expense necessarily incurred by the Company directly due to such inaccurate or mistaken information. The Company shall only be responsible for removal, relocation, or adjustment of Facilities located in the Right-of-Way at the Company's sole cost once each five (5) years for that particular facility. The City shall reimburse the Company for the removal, relocation, or adjustment of the Company's Facilities located in the Right-of-Way if required before the expiration of five (5) years from the date of the last relocation, removal, or adjustment of that particular facility.

g. The Company shall not be responsible for the expenses of relocation to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance. The expenses attributable to such a project shall be the responsibility of the third (3rd) party upon the request and appropriate documentation of the Company. Before such expenses may be

billed to the third (3rd) party, the Company shall be required to coordinate with the third (3rd) party and the City on the design and construction to ensure that the work required is necessary and done in a cost effective manner. The Company may require payment in advance of estimated costs or relocation prior to undertaking any work required to accommodate any new Public Project for Private Development initiated after the effective date of this Ordinance.

h. The City may continue to provide a location in the Right-of-Way for the Company's Facilities as part of a Public Project, provided that the Company has cooperated promptly and fully with the City in the design of its Facilities as part of the Public Project.

i It shall be the responsibility of the Company to take adequate measures to protect and defend its Facilities in the Right-of-Way from harm or damage. If the Company fails to accurately locate Facilities when requested, it shall have no claim for costs or damages against the City. The Company shall be responsible to the City and its agents, representatives, and authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of the Company to perform any of its obligations under this Ordinance. The above general provisions notwithstanding, the City and its authorized contractors shall take reasonable precautionary measures including calling for utility locations through Kansas One Call and exercising due caution when working near the Company's Facilities.

j. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities

in the Right-of-Way shall be in accordance with applicable present and future federal, state, and City laws and regulations, including but not limited to the most recent standards of the Kansas Corporation Commission and U.S. Department of Transportation. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Franchise may be additional to or stricter than such minimum standards.

k. The City encourages the conservation of the Right-of-Way by the sharing of space by all utilities. Notwithstanding provisions of this Franchise prohibiting third (3rd) party use, to the extent required by federal or state law, the Company will permit any other franchised entity by an appropriate grant, or a contract, or agreement negotiated by the parties, to use any and all Facilities constructed or erected by the Company.

l. Permission is hereby granted to the Company to trim trees upon and overhanging the right-of-way and utility easements. The Company shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269. All pruning operations shall be performed by personnel qualified to perform the work and in accordance with the latest versions of ANSI Z133.1 (Safety Requirements for Pruning, Repairing, Maintaining and Removing Trees, and Cutting Brush) and ANSI A300 (Part 1) (Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance). For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger.

Section 7. Indemnity and Hold Harmless.

The Company shall indemnify and hold and save the City, its officers, employees, agents, and authorized contractors, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney fees, to the extent occasioned in any manner by the Company's occupancy of the Right-of-Way. In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the Right-of-Way by Facilities of the Company, then upon notice by the City to the Company, the Company shall assume responsibility for the defense of such actions at the cost of the Company, subject to the option of the City to appear and defend.

Section 8. Right of Assignment.

This Franchise shall be assignable only in accordance with the laws of the State of Kansas, as the same may exist at the time when any assignment is made.

Section 9 Acceptance of Terms by Company.

Within thirty (30) days after the final passage and approval of this Ordinance, the Company shall file with the City Clerk of the City its acceptance in writing of the provisions, terms and conditions of this Ordinance. This Ordinance shall constitute a non-exclusive contract between the City and the Company.

Section 10. Conditions of Franchise.

This non-exclusive franchise, grant, and privilege is granted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

Section 11. Invalidity of Ordinance.

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining provisions of this Ordinance.

Section 12. Effective Date of Ordinance.

This Ordinance shall take effect and be in force on the first day of the first month after its passage and approval by the City, acceptance by the Company, and publication in the official city newspaper.

Section 13. Repeal of Conflicting Ordinances.

Ordinance No. 3168, which heretofore granted a non-exclusive franchise to the Company, and which became a contract between the City and the Company in accordance with its terms, and all other ordinances and resolutions or parts thereof inconsistent or in conflict with the terms hereof, are hereby canceled, annulled, repealed, and set aside.

PASSED and APPROVED by the Governing Body on the ____ day of _____, 20__.

Mayor

ATTEST:

MANUAL PAYABLES**November 9, 2015**

Date	Check Number	Vendor	Line Item	Amount	Description
10/26/15	20590	Dee's Embroider & Vinyl Works	013-131-520721	\$ 425.00	1/2 Down on "Night of Christmas Magic" banner
10/26/15	20591	Hiene Sale - Auction	001-006-530332	\$ 2,900.00	Seeder - APS 1560
10/29/15	E-Check	Westar Energy	001-004-520500, etc	\$ 46,683.27	Electric Service
11/02/15	E-Check	Kansas Gas Service	001-015-520509, etc	\$ 474.02	Gas Service
Total				\$ 50,482.29	

CITY OF ABILENE

Summary Voucher Listing

Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sis	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
01070 ABILENE ANIMAL HOSPITAL, PA	20151684	C	11/09/15	1 STRAY	161.25		
01140 ABILENE AREA CHAMBER COMMER	20151685	C	11/09/15	ABILENE BUCKS - SERVICE AWARDS 2015	1,000.00		
01250 ABILENE MUNICIPAL COURT	20151686	C	11/09/15	MELODY GRAVES 15-0468	190.00		
01300 ABILENE PUBLIC LIBRARY	20151687	C	11/09/15	OCT 2015 DISBURSEMENT	3,619.07		
01350 ABILENE TERMITE & PEST CO	20151688	C	11/09/15	SR CENTER SEPT/OCT 2015	35.00		
	20151689	C	11/09/15	PEST CONTROL SC - SEPT 2015	35.00		
01456 AIR AND FIRE SYSTEMS INC	20151690	C	11/09/15	FIRE EXT ANNUAL	170.70		
19396 APAC, INC - SHEARS	20151691	C	11/09/15	25% (5 BIN) & 15% RAP	658.71		
999395 APPELMINT CATERING & EVENTS	20151692	C	11/09/15	LAST RUN OF KIRBY HOUSE COOKBOOKS	721.50		
02014 BAYER CONSTRUCTION CO, INC	20151693	C	11/09/15	COMM 58-28 25%	1,027.19		
03300 CLARK, MIZE & LINVILLE CHARTER	20151694	C	11/09/15	SEPT 2015 SERVICE	2,800.00		
03417 CONSOLIDATED PRINTING	20151695	C	11/09/15	COPIES	285.51		
03430 CONTINENTAL ANALYTICAL	20151696	C	11/09/15	LAB TESTING	624.40		
18150 COOPER, CHARLES D.	20151698	C	11/09/15	OCT 2015 CLEANING	600.00		
03441 COOPER, KELLY	20151699	C	11/09/15	OCT 2015 CLEANING	1,500.00		
03545 CTI	20151700	C	11/09/15	REPAIR JD 1445 MOWER	211.56		
04030 DEE'S EMBROIDERY & VINYL WORK	20151701	C	11/09/15	LAST 1/2 OF BANNER	425.00		
04244 DK CTY ADMINISTRATION	20151702	C	11/09/15	DIESEL	716.56		
04320 DK CTY SHERIFF	20151703	C	11/09/15	PRISONER CARE - OCT 2015	1,715.00		
04370 DON'S TIRE & SUPPLY	20151697	C	11/09/15	4 TIRES - CAR 8	491.10		
05046 EAGLE COMMUNICATIONS	20151704	C	11/09/15	ETHERNET NOV 2015	270.00		
05230 EXPRESS PRINT & SIGNS	20151705	C	11/09/15	19 KID'S COUNCIL SHIRTS	112.10		
06240 FOLEY EQUIPMENT COMPANY	20151706	C	11/09/15	924 REPAIR	64.69		
06290 FOUR SEASONS INC	20151707	C	11/09/15	E. DEVELOP BATHROOM SINK REPAIR	85.31		
	20151708	C	11/09/15	SEMI-ANNUAL MAINT OF HVAC SYSTEM @ SR CENTER	425.00		
08070 HAMM INC	20151709	C	11/09/15	BASE ROCK FOR CURB/GUTTER REPAIRS	488.42		
08145 HD SUPPLY WATERWORKS	20151710	C	11/09/15	4" METER REPLACEMENT/BALL CORP	1,529.07		
02383 HOMMAN, BRAD	20151711	C	11/09/15	UPGRADE DVR FOR SECURITY CAMERAS	944.00		
09069 IMAGE QUEST	20151712	C	11/09/15	MAINT. FEE 10/20-11/20/15	136.95		
	20151713	C	11/09/15	BLACK & COLOR METER	39.74		
09070 INDEPENDENT SALT COMPANY	20151714	C	11/09/15	SALT	967.50		
11113 KANEQUIP, INC	20151715	C	11/09/15	BACKHOE REPAIR	94.15		
11014 KAW VALLEY ENGINEERING	20151716	C	11/09/15	KLINK ENGINEERING	4,636.54		

CITY OF ABILENE

Summary Voucher Listing

Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sis	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
11454 KDHE	20151717	C	11/09/15	32 EA COLLERT, TOC, HAAS	708.00		
11254 KINDERKNECHT, MARK	20151718	C	11/09/15	NUISANCE ABATEMENT @ 108 E 1ST	405.00		
	20151719	C	11/09/15	CURB GUTTER REPAIR	1,680.00		
12012 LA RUE DISTRIBUTING INC	20151722	C	11/09/15	COFFEE	66.51		
12030 LAKELAND ENGINEERING EQUIP C	20151720	C	11/09/15	SOLENOID VALVES	309.26		
12037 LAMPTON WELDING SUPPLY	20151721	C	11/09/15	MILL TIP CONTACT 035	10.77		
12120 LEAGUE KS MUNICIPALITIES	20151723	C	11/09/15	KGJ &/OR WEBSITE AD, CVB DIRECTOR	240.00		
999290 LYNE, PHILLIP	20151724	C	11/09/15	PHILLIP LYNE 15-0570 BOND RETURN	180.00		
999288 MEDINA PROMOTIONS	20151725	C	11/09/15	CHRISTMAS PARTY ENTERTAINMENT	300.00		
11227 MIDWEST CONCRETE MATERIALS	20151726	C	11/09/15	FLOWABLE FILL	1,011.00		
13453 MOMAR, INC	20151727	C	11/09/15	CLEANER	120.36		
14160 NAVRATS	20151728	C	11/09/15	2016 DOG TAGS	166.22		
14171 NEOFUNDS BY NEOPOST	20151729	C	11/09/15	POSTAGE	290.30		
14190 NEX-TECH RURAL TELEPHONE	20151730	C	11/09/15	PHONE SERVICE	2,310.98		
14845 OCCUPATIONAL PERFORMANCE CO	20151731	C	11/09/15	DOT DRUG SCREEN & BREATH ALCOHOL - LOKKEN, BLACKETER, STENNER & YOUNG	157.00		
14860 OLSSON ASSOCIATES	20151732	C	11/09/15	11TH STREET WORK	18,936.00		
16021 PAGE ANALYTICAL SERVICES	20151733	C	11/09/15	WET TEST	1,840.00		
16300 PRAIRIE FIRE COFFEE	20151734	C	11/09/15	COFFEE	123.70		
16330 PRECISION SHARPENING, INC	20151735	C	11/09/15	CHIPPERS SHARPENED	51.01		
999084 PROFESSIONAL CLEANING SYSTEMS	20151736	C	11/09/15	CLEANING EQUIPMENT	40.00		
16357 PRYOR AUTOMATIC FIRE SPRINKLE	20151737	C	11/09/15	ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM	325.00		
16401 PURKIS, GLENDA	20151738	C	11/09/15	TRAVEL - WICHITA	113.85		
17009 QULL	20151739	C	11/09/15	CHAIR-206/LABLES/POST ITS/DIVIDERS	278.92		
18320 ROBSON OIL CO, INC	20151740	C	11/09/15	NOTEPADS/CUPS/COFFEE CREAMER	190.37		
19080 SAGE PRODUCTS, INC	20151741	C	11/09/15	FUEL	5,316.98		
19180 SALINA SUPPLY CO	20151742	C	11/09/15	GREEN & BLUE PAINT	275.00		
19195 SAMS CLUB/GEFC	20151743	C	11/09/15	SPRING CHECK VALVE/SPRING LEVER	1,100.69		
19318 SCHWAAB, INC	20151744	C	11/09/15	HALLOWEENIE SUPPLIES	53.78		
19360 SELLERS TRACTOR CO INC	20151745	C	11/09/15	DATE STAMP & INK PADS	100.24		
19629 SOUTHERN UNIFORM & EQUIPMENT	20151746	C	11/09/15	STREET SWEEPER GUTTER BROOM SEGMENTS	63.61		
19900 SWISHER, ANDREA K.	20151747	C	11/09/15	SHIRT 215	62.31		
20244 THOMAS OUTDOOR ADVERTISING	20151748	C	11/09/15	NOVEMBER 2015 SERVICE	2,083.33		
	20151749	C	11/09/15	BILLBOARD	130.00		

CITY OF ABILENE

Summary Voucher Listing

Open, Completed, Printed, Requisitions

Vendor Number & Name	Voucher No	Sts	Date	Memo	Voucher Total	Scheduled Partial Payments	Man Chk#
20340 TRAFIC LOGIX CORP.	20151750	C	11/09/15	SHIPPING BACK FAULTY RADAR SIGN UNIT	55.82		
11724 US BANK EQUIPMENT FINANCE	20151751	C	11/09/15	COPIER LEASE 10/21-11/21/15	457.33		
	20151758	C	11/09/15	COPIER LEASE	163.30		
16260 US POST OFFICE-POSTMASTER	20151752	C	11/09/15	STANDARD MAIL PERMIT #1	225.00		
22020 VAN DIEST CHEMICAL CO	20151753	C	11/09/15	SURGE HERBICIDE	279.36		
23170 WESTS PLAZA COUNTRY MART	20151754	C	11/09/15	GIFT CARDS - 42	1,680.00		
23266 WICHITA WINWATER WORKS CO.	20151755	C	11/09/15	4" AVT VALVE INSERTION	3,970.00		
999289 WILSON, APRIL	20151756	C	11/09/15	15-0571 BOND RETURN	180.00		
25030 ZEYS MARKET	20151757	C	11/09/15	GIFT CARDS - 42	1,680.00		
Report Total					74,512.02		

CITY OF ABILENE
SALES TAX COLLECTIONS
POOL & LIBRARY PROJECTS
2015

.35% SALES TAX (PASSED NOV 2007) COLLECTIONS STARTED APRIL 1, 2008 (Sunsets in 2018)

2015 DATE REC'D	MONTH COLLECTED FOR	2015 AMOUNT COLLECTED	2015 TOTALS YEAR	DATE REC'D	2014 AMOUNT COLLECTED	2014 TOTALS YEAR	% OF PRIOR YEAR
1/30	November	\$ 42,606.78	\$ 42,606.78	1/31	\$ 36,184.85	\$ 36,184.85	117.75%
2/27	December	\$ 41,919.32	\$ 84,526.10	2/25	\$ 37,304.41	\$ 73,489.26	115.02%
3/30	January	\$ 43,764.02	\$ 128,290.12	3/25	\$ 41,673.68	\$ 115,162.94	111.40%
4/29	February	\$ 34,547.48	\$ 162,837.60	4/26	\$ 38,052.33	\$ 153,215.27	106.28%
5/28	March	\$ 37,296.68	\$ 200,134.28	5/30	\$ 37,365.76	\$ 190,581.03	105.01%
6/29	April	\$ 42,805.96	\$ 242,940.24	6/25	\$ 37,644.26	\$ 228,225.29	106.45%
7/30	May	\$ 39,822.44	\$ 282,762.68	7/29	\$ 39,304.70	\$ 267,529.99	105.69%
8/28	June	\$ 40,333.66	\$ 323,096.34	8/29	\$ 37,830.63	\$ 305,360.62	105.81%
9/29	July	\$ 39,187.66	\$ 362,284.00	9/26	\$ 35,463.39	\$ 340,824.01	106.30%
10/29	August	\$ 37,415.13	\$ 399,699.13	10/30	\$ 43,008.70	\$ 383,832.71	104.13%
11/28	September	\$ -	\$ -	11/25	\$ 36,203.33	\$ 420,036.04	0.00%
12/24	October	\$ -	\$ -	12/30	\$ 38,518.35	\$ 458,554.39	0.00%
	TOTALS	\$ 399,699.13			\$ 458,554.39		

ANNUAL BUDGET **\$ 454,325.00**
 PERCENTAGE OF BUDGET RECEIVED **87.98%**
 PERCENTAGE OF BUDGET YEAR **83.33%**

NOTE: Sales tax collections and distributions lag behind by 2 months. Businesses have until the 25th of the following month to send in the sales tax report and money. The Kansas Department of Revenue has until the following month to distribute the money.

**CITY OF ABILENE
SALES TAX COLLECTIONS SPECIAL STREET PROGRAM**

2015

April 2013 .25-Street (Sunsets in 2023)

2015 DATE REC'D	MONTH COLLECT	2015		2014		2014 YEAR	2014 YEAR	OF PRIOR YEAR	%
		CITY	TOTALS	CITY	TOTALS				
1/30	November	\$30,435.33	\$30,435.33	\$25,847.94	\$25,847.94	\$25,847.94	117.748%		
2/27	December	\$29,944.25	\$60,379.58	\$26,647.68	\$52,495.62	\$52,495.62	115.018%		
3/30	January	\$31,261.98	\$91,641.56	\$29,768.78	\$82,264.40	\$82,264.40	111.399%		
4/29	February	\$24,678.32	\$116,319.88	\$27,181.94	\$109,446.34	\$109,446.34	106.280%		
5/28	March	\$26,642.16	\$142,962.04	\$26,691.51	\$136,137.85	\$136,137.85	105.013%		
6/29	April	\$30,577.61	\$173,539.65	\$26,890.45	\$163,028.30	\$163,028.30	106.448%		
7/30	May	\$28,446.39	\$201,986.04	\$28,076.55	\$191,104.85	\$191,104.85	105.694%		
8/28	June	\$28,811.57	\$230,797.61	\$27,023.58	\$218,128.43	\$218,128.43	105.808%		
9/29	July	\$27,992.94	\$258,790.55	\$25,332.59	\$243,461.02	\$243,461.02	106.297%		
10/29	August	\$26,726.78	\$285,517.33	\$30,722.43	\$274,183.45	\$274,183.45	104.134%		
11/28	September	\$0.00	\$0.00	\$25,861.15	\$300,044.60	\$300,044.60	0.000%		
	October			\$27,514.83	\$327,559.43	\$327,559.43	0.000%		
	TOTALS		\$285,517.33		\$327,559.43				
	ANNUAL BUDGET				\$ 300,000				
	PERCENTAGE OF BUDGET RECEIVED				95.17%				
	PERCENTAGE OF BUDGET YEAR				83.33%				

NOTE: Sales tax collections and distributions lag behind by 2 months. Businesses have until the 25th of the following month to send in the sales tax report and money. The Kansas Department of Revenue has until the following month to distribute the money.