

ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
December 28, 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 December 28, 2015 City Commission Meeting
5. Meeting Minutes: December 14, 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. Introduction of Convention and Visitors Bureau Director Michael Player

Public Hearings

9. A Public Hearing for the purpose of hearing and answering objections of taxpayers relating to the proposed amendment of certain funds for the 2015 Budget of the City of Abilene, Kansas.

Old Business

10. None

New Business

11. Consideration of an Ordinance amending the 2015 Budget of the City of Abilene, Kansas.
12. Consideration of a Resolution approving a Real Estate Donation Agreement concerning the conveyance of certain real property to the Land Bank of the City of Abilene, Kansas.
13. Consideration of a Resolution amending the City Manager's Employment Agreement dated December 9, 2013.

Reports

14. City Manager's Report
 - a. Expenditures Report

Adjournment

15. Consideration of a motion to adjourn the December 28, 2015 City Commission meeting.

NOTE: Future Meeting reminders on next page.

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

- CITY OFFICES CLOSED, December 24 and 25 (Christmas)
- City Commission Meeting, December 28 at 4:00 pm
- CITY OFFICES CLOSED, January 1 (New Year's Day)
- Commission Study Session, January 5 at 7:00 pm (City Hall)
- NW 11th Street Public Information Meeting, January 7 at 6:00 pm (Location TBD)
- City Commission Meeting, January 11 at 4:00 pm
- STAR Bond Committee Meeting, January 11 at 6:00 pm
- Planning Commission, January 12 at 4:30 pm



**Abilene City Commission Minutes
Abilene Public Library
December 14, 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, Finance Director Rothchild, City Attorney Martin, Deputy City Clerk Mohr, Public Works Director Schrader, Parks & Recreation Director Foltz, Community Development Director Shea, Convention and Visitors Bureau Director Purkis and Fire Chief Sims.

Others Present: Mike Heronemus, Tony Geiger, Bruce Dale, Cole Hiatt and Deb Sanders.

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

Consent Agenda

4. Agenda Approval for the December 14, 2015 City Commission Meeting

5. Meeting Minutes: November 23, 2015, Regular Meeting

6. Acceptance of Third Quarter Financial Statements and Utilization Statistics from Memorial Health Systems.

7. Approval of 2016 Cereal Malt Beverage Licenses

Motion by Commissioner Ray, seconded by Commissioner Marshall 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 Weishaar 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. Recognition of Convention and Visitors Bureau Director Glenda Purkis

City Manager Dillner recognized Convention and Visitor Bureau Director Glenda Purkis as she is retiring from the City of Abilene after eight years of service.

Mayor Weishaar thanked Glenda for her service to the City of Abilene.

Public Hearings

10. A Public Hearing for the purpose of hearing and answering objections from the public relating to proposed Impact Fees to recover the cost of certain water and sanitary sewer improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.

City Manager Dillner said per State Statute and the City's Ordinance regarding its impact fee policy, the City Commission is required to conduct a public hearing prior to establishing an impact fee. What we are proposing is the establishment of two impact fees. One would be to reimburse the City for certain water infrastructure improvement costs related to the Dawson Cottage Addition. The other is for certain sanitary sewer improvements related to the Dawson Cottage Addition.

City Manager Dillner said the first on the agenda is sanitary sewer improvements. As part of the Dawson Cottage Addition Project there were sanitary sewer taps that were installed connecting individual properties to the existing sanitary sewer main. Although these taps were not authorized or included in the petition for public improvements so they were not eligible to be included in the benefit district to finance the improvements. The City funded a portion of that project at large with the understanding that it would recover its costs through the imposition of an impact fee which will be allocated on a per square foot basis equal to 14.7257 cents per square foot. In addition to that, the property owners will be required to pay interest at a compound rate of 1.97% per year as long as that impact fee is outstanding. The desire of the ordinance is that the impact fee will be paid prior to the issuance of a building permit for each individual lot.

City Manager Dillner said the City also did some water line improvements including the relocation of a water meter. We are proposing the we include a portion of those costs in an impact fee and a portion of the costs will be borne by the City because the City benefits from the relocation of the water service and the property owner does as well so those costs will be shared 50/50.

City Manager Dillner said the at-large cost of the water line project in the ordinance is \$12,367.31 of which the per square foot basis is equal to 12.29 per square foot and again it will be assessed interest at a compound rate of 1.97 % per year as long as those are outstanding.

City Manager Dillner said in addition, because these are impact fees there is a protest petition period. The ordinance will be published once each week for two consecutive weeks in the newspaper then would become effective 60 days after its final publication unless within 60 days of its final publication a petition signed by a number of electors of the City not less than 10% of the number of electors who voted in the last election. We do not anticipate any objections. We are dealing with two property owners and they agree with the impact fees.

Mayor Weishaar opened the public hearing at 4:11 p.m.

Mayor Weishaar closed the public hearing at 4:12 p.m.

Old Business

11. There was no old business.

New Business

12. Consideration of an Ordinance establishing an Impact Fee for the purpose of recovering the cost of certain sanitary sewer improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.

Motion by Commissioner Ray, seconded by Commissioner Payne to adopt Ordinance No. 3287 AN ORDINANCE ESTABLISHING AN IMPACT FEE FOR THE PURPOSE OF RECOVERING THE COST OF CERTAIN SANITARY SEWER IMPROVEMENTS IN THE DAWSON'S COTTAGE ADDITION TO THE CITY OF ABILENE, KANSAS. Motion carried unanimously 5-0.

13. Consideration of an Ordinance establishing an Impact Fee for the purpose of recovering the cost of certain water improvements in the Dawson Cottage Addition to the City of Abilene, Kansas.

Motion by Commissioner Shafer, seconded by Commissioner Ray to adopt Ordinance No. 3288 AN ORDINANCE ESTABLISHING AN IMPACT FEE FOR THE PURPOSE OF RECOVERING THE COST OF CERTAIN WATER LINE IMPROVEMENTS IN THE DAWSON'S COTTAGE ADDITION TO THE CITY OF ABILENE, KANSAS. Motion carried unanimously 5-0.

14. Consideration of a Resolution appointing an ad hoc committee to make certain recommendations concerning a potential STAR Bond Project for the City of Abilene, Kansas.

City Manager Dillner said this resolution would establish an ad hoc committee to study a potential STAR Bond project for the City of Abilene. The scope of the committee is to make certain recommendations for the governing body some considerations shall be: whether to pursue a STAR Bond project and partnership with the State of Kansas, recommendation on the geometric boundaries of the STAR Bond project and recommendations on a project scope to be studied further for inclusion in a potential STAR Bond project application to the State of Kansas. The committee will consist of the following: Brian Williams, Tim Holm, Ann Manning, Jennifer Waite, Angela Rindels, Deb Sanders, Meredith Sleichter, Kristine Meyer, Todd Moore, Tony Geiger, Diane Miller, Rick Williamson and Kyle Campbell.

Motion by Commissioner Marshall, seconded by Commissioner Payne to approve Resolution No. 121415-1 A RESOLUTION ESTABLISHING AN AD HOC COMMITTEE TO MAKE CERTAIN RECOMMENDATIONS CONCERNING A STAR BOND PROJECT FOR THE CITY OF ABILENE, KANSAS. Motion carried unanimously 5-0.

15. Consideration of a Resolution approving an Agreement for Preliminary Engineering Services for the 2016 Buckeye KLINK Project.

City Manager Dillner said this resolution would approve an agreement for preliminary engineering services for the KLINK project. This project includes Buckeye Avenue from 21st Street to 2400 Ave., or the North City

limits. The preliminary total project cost is \$398,308.00 of which the City will be responsible for \$113,227.00. The agreement is with Kaw Valley Engineering.

Motion by Commissioner Marshall, seconded by Commissioner Payne to approve Resolution No. 121415-2 A **RESOLUTION APPROVING AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES FOR THE 2016 KLINK PROJECT ON BUCKEYE AVENUE.** Motion carried unanimously 5-0.

16. Consideration of a Resolution approving an Agreement for Preliminary Engineering Services for the 14th Street and Buckeye Avenue Geometric Improvement Project.

City Manager Dillner said the 14th and Buckeye intersection project is a Geometric Improvement Project from the Kansas Department of Transportation. The preliminary project cost is \$504,352.00 of which the City's share is \$50,435.29. The cost of the engineering services is \$61,915.20. It is a 90% KDOT program. This agreement would get us started on the preliminary engineering on the project.

Motion by Commissioner Ray, seconded by Commissioner Payne to approve Resolution No. 121415-3 A **RESOLUTION APPROVING AN AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES FOR KDOT GEOMETRIC IMPROVEMENT PROJECT AT THE INTERSECTION OF 14TH STREET AND BUCKEYE AVENUE.** Motion carried unanimously 5-0.

17. Consideration of a motion to declare a 2008 Ford Ranger with animal boxes, fertilizer spreader, and John Deere wagon surplus property and authorizing its sale via public auction.

City Manager said we are requesting that the proposed items be designated as surplus property. All of the items have either been replaced or are no longer needed by the departments. We are requesting that they be declared surplus property so we can sell them on Purple Wave.

Motion by Commissioner Marshall, seconded by Commissioner Payne to declare a 2008 Ford Ranger with animal boxes, fertilizer spreader and John Deere garden wagon as surplus and authorize them to be sold on Purple Wave. Motion carried unanimously 5-0.

18. Consideration of a motion to recess into executive session for ten minutes for the purpose of discussing the City Manager's annual evaluation.

Motion by Commissioner Ray, seconded by Commissioner Marshall to recess into executive session at 4:29 p.m. for ten minutes to discuss the City Manager's annual evaluation to include the City Commission. Motion carried unanimously 5-0.

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

Motion by Commissioner Payne, seconded by Commissioner Ray to return from executive session at 4:39 p.m. Motion carried unanimously 5-0.

20. Consideration of a motion to recess into executive session for ten minutes for the purposes of conducting the City Manager's annual evaluation to include the City Manager and City Attorney.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to recess into executive session at 4:41 p.m. for ten minutes for the purpose of the conduction the City Manager's annual evaluation to include the City Manager and City Attorney. Motion carried unanimously 5-0.

Motion by Commissioner Marshall, seconded by Commissioner Payne to return from executive session at 4:51 p.m. Motion carried unanimously 5-0.

Mayor Weishaar there was no action taken today, we have completed the written form and we will further discuss any other changes to be made to his contract to be announced at the next meeting.

Reports

21. City Manager Reports

All of the paving of the streets has been completed for this year.

We will be conducting a second meeting regarding the NW 11th Street project on January 7th at 6:00 p.m., location to be determined.

The City Christmas Party is this Friday, December 18th at 6:00 p.m. at the CVB.

Glenda's retirement reception is Wednesday, December 16th from 2:00 to 4:00 at the CVB.

a. Expenditure Report

Adjournment

22. Consideration of a motion to adjourn the December 14, 2015 City Commission meeting.

Motion by Commissioner Shafer seconded by Commissioner Payne to adjourn at 4:58 p.m. Motion carried unanimously 5-0.

(Seal)

Dennis P. Weishaar, Mayor

ATTEST:

Shayla L. Mohr
Deputy City Clerk

ORDINANCE NO. 3289

AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE CITY OF ABILENE, KANSAS IN CONFORMANCE WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS

WHEREAS, the governing body desires to amend its 2015 Budget in order to comply with the cash basis and budgetary laws of the State of Kansas;

WHEREAS, in accordance with Kansas law, the City conducted a public hearing at its December 28, 2015 regular meeting to provide interested citizens with an opportunity to be heard concerning the proposed budget amendments; and

WHEREAS, after careful deliberation, the governing body has determined that in order to comply with the cash basis and budgetary laws of the State of Kansas, it will be necessary to amend the 2015 Budget of the City of Abilene, Kansas.

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

SECTION ONE. Municipal Budget; Amended. That the governing body hereby approves amendments to the 2015 Budget for the City of Abilene, as prepared on forms prescribed by the State of Kansas and attached hereto as **Exhibit A**.

SECTION TWO. Implementation. That the City Manager is authorized and directed to implement and to administer, within the budgetary funding limits and within adopted City policy and relevant State and City laws and regulations, said approved amendments.

SECTION THREE. Appropriation of Funds. That the 2015 Budget of the City of Abilene, as hereby amended, shall constitute an appropriation of the money so budgeted, and the City Manager shall be authorized to adjust salaries, including exempt positions, to pay payrolls and claims, and to make interfund transfers as provided in said Budget of the City of Abilene; provided that such payments and transfers made shall be deducted from the accounts so appropriated, and that total of payments made by Fund shall not exceed the amount appropriated by Fund.

SECTION FOUR. Certified Budget to County Clerk. The Finance Director shall be directed to submit a certified copy of the 2015 Budget, as hereby amended, to the County Clerk.

SECTION FIVE. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of December, 2015.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

2015 Amended Budget

for the

City of Abilene, Kansas

December 28, 2015

City of Abilene

2015

Adopted Budget

Bond & Interest	2015 Adopted Budget	2015 Proposed Budget
Unencumbered Cash Balance January 1	18,900	-41,255
Receipts:		
Ad Valorem Tax	519,674	478,560
Delinquent Tax	4,000	8,403
Motor Vehicle Tax	53,920	74,658
Recreational Vehicle Tax	788	810
16/20M Vehicle Tax	468	
Rental Excise Tax	142	
Watercraft Personal Property Tax	722	
Special Assessments	196,816	298,273
Interest on Idle Funds	1,500	1,538
Total Receipts	778,030	862,242
Resources Available:	796,930	820,987
Expenditures:		
Principal & Interest	540,000	593,248
Commission & Postage	238,030	185,581
Target Balance		42,158
Total Expenditures	778,030	820,987
Unencumbered Cash Balance December 31	18,900	0

**Notice of Budget Hearing for Amending the
2015 Budget
The governing body of
City of Abilene**

will meet on the day of December 28, 2015 at 4:00 pm at Commission Chambers, Abilene Public Library 209 NW 4th Street for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 419 N Broadway Street, Abilene, KS 67410 and will be available at this hearing.

Summary of Amendments

Fund	2015 Adopted Budget			2015 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Airport	1.142	59,304	85,427	2,769,850
Bond & Interest	10.010	519,674	778,030	820,987
			0	0
			0	0
			0	0
			0	0

Marcus Rothchild
Official Title: Finance Director

RESOLUTION NO. 122815-1

**A RESOLUTION APPROVING A REAL ESTATE DONATION AGREEMENT
CONCERNING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE LAND
BANK OF THE CITY OF ABILENE, KANSAS**

WHEREAS, the governing body established a Land Bank for the City of Abilene, Kansas with the adoption of Ordinance No. 3265;

WHEREAS, the governing body serves as the Board of Trustees ("Trustees") for said Land Bank; and

WHEREAS, the Trustees have the authority to accept donations of real estate as provided by K.S.A. 9-1401 et seq., and amendments thereto, and Ordinance No. 3265.

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

SECTION ONE. Agreement. That a Real Estate Donation Agreement is hereby adopted as attached hereto as **Exhibit A.**

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of December, 2015.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Real Estate Donation Agreement

December 28, 2015

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement ("Agreement") is entered into this ____ day of December, 2015, by Kelly Dunn Construction, Inc. ("Donor"), and the City of Abilene Land Bank ("Land Bank").

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

See Exhibit A attached hereto,

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

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

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

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

3.2 **Donor.** Donor shall pay all of the following items:

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

4. **Escrow Agent.** First American Title Insurance Company, 315 Broadway, Abilene, Kansas, is designated as the Escrow Agent of the parties and shall hold this Agreement, the deed, the title insurance policy, and all other papers of transfer pending the complete fulfillment of this Agreement. The Escrow Agent shall receive and disburse all amounts to be paid under this Agreement.

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

have ten (10) days after receipt to examine the title insurance commitment and to notify Donor in writing of any requirements to make the title marketable, in Land Bank's reasonable discretion.

6. **Closing Date and Possession.** The Closing Date shall be on or before December 31, 2015. "Closing" means the settlement of the obligations of Donor and Land Bank to each other under this Agreement, including the delivery to Land Bank of a warranty deed in a proper form for recording so as to transfer to Land Bank fee simple title to the Property, free of all encumbrances except as herein stated. Land Bank shall take possession of the Property immediately following the Closing.

7. **Restrictions, Easements, Limitations, Taxes.** Land Bank shall take title subject to zoning restrictions, covenants and matters appearing on the plat or of record; public utility easements of record; and taxes and special assessments prorated to the Closing Date, if available, and, if not, based upon taxes and assessments for the prior calendar year.

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

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

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

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

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

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

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

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

16. **Representation of Parties.** Land Bank is represented by the law firm of Clark, Mize & Linville, Chartered, Salina, Kansas. Donor acknowledges that neither Land Bank nor Land Bank's legal counsel has provided legal or tax advice related to the transaction contemplated by this Agreement. Donor is advised that it has the right to such independent legal and/or tax counsel of its own choosing to represent it herein and to advise it with respect to this matter. Donor acknowledges that it has either consulted separate counsel of its own choosing or has elected to proceed without separate counsel.

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

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

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

{Signature Page Follows}

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

“DONOR”
KELLY DUNN CONSTRUCTION, INC.

“LAND BANK”

CITY OF ABILENE LAND BANK

By: _____

Name: _____

Title: _____

Attest:

By: _____

Penny Soukup, CMC, City Clerk

Form: _____

Legal Counsel

RECEIPT BY ESCROW AGENT

The undersigned hereby acknowledges receipt of the executed original of this Agreement, and agrees to act as Escrow Agent and Real Estate Reporting Person as defined under Internal Revenue Code Section 6045(e). This receipt is executed this ____ day of December, 2015.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Parcel No. 1:

A parcel of land located in the Northeast Quarter of Section Eighteen (18), Township Thirteen (13) South, Range Two (2) East of the 6th Principal Meridian in City of Abilene, Dickinson County, Kansas, more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter; thence on an assumed bearing of N 00°00'00" E along said East line a distance of 40.00 feet; thence N 89°58'11" W a distance of 60.00 feet to the intersection of the West right-of-way of Van Buren Street and the North right-of-way line of the Northwest Eighth Street, said Point also being the Point of Beginning of the parcel to be described; thence N 89°58'11" W along said North right-of-way line a distance of 1265.91 feet to point on the West line of the East Half of said Northeast Quarter; thence N 00°05'27" E along said West line a distance of 949.86 feet; thence S 89°57'15" E along said West line a distance of 949.86 feet; thence S 89°57'15" E a distance of 11264.44 feet to a point on said West right-of-way line; thence S 00°00'00" E along said West right-of-way line a distance of 949.52 feet to the Point of Beginning. EXCEPT a parcel of land located in the Northeast Quarter of Section Eighteen (18), Township Thirteen (13) South, Range Two (2) East of the 6th Principal Meridian in City of Abilene, Dickinson County, Kansas, more particularly described as follows: Beginning at the Southeast corner of said Northeast Quarter; thence on an assumed bearing of N 89°58'11" W along the South line of said Northeast Quarter a distance of 284.99 feet; thence N 00°00'00" E a distance of 364.65 feet; thence N 90°00'00" W a distance of 334.99 feet; thence N 00°00'00" E a distance of 420.00 feet; thence N 90°00'00" W a distance of 10.00 feet; thence N 00°00'00" E a distance of 205.21 feet; thence S 89°57'15" E a distance of 629.96 feet to a point on the East line of said Northeast Quarter; thence S 00°00'00" E along said East line a distance of 989.50 feet to the Point of Beginning.

Parcel No. 2:

Lot 1, Block 6, Cedar Ridge Estates No. 1 to the City of Abilene, Dickinson County, Kansas.

RESOLUTION NO. 122815-2

**A RESOLUTION AMENDING THE CITY MANAGER EMPLOYMENT AGREEMENT
DATED DECEMBER 9, 2013**

WHEREAS, the governing body originally approved an Employment Agreement (“Agreement”) with David Dillner (“Employee”) to serve as City Manager on January 10, 2011;

WHEREAS, the governing body subsequently amended the Agreement on December 10, 2012, December 9, 2013, and January 12, 2015, to adjust the compensation of the City Manager and such other provisions as determined necessary by the governing body;

WHEREAS, the governing body conducts an annual evaluation of the City Manager’s performance to assist in determining an appropriate adjustment to the City Manager’s compensation; and

WHEREAS, the governing body desires to amend the Agreement to provide for an adjustment to the compensation of the City Manager.

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

SECTION ONE. Employment Agreement; Amended. That an Addendum to the Employment Agreement dated December 9, 2013 is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. 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. The City Manager shall publish a copy of the Addendum to the Agreement to the City’s website for access by the general public.

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

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of December, 2015.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

Addendum to Employment Agreement

December 28, 2015

**AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This Amendment to City Manager Employment Agreement (“Amendment”) is made and entered into this 28th day of December, 2015, by and between the City of Abilene, Kansas (“City”) and David B. Dillner (“Employee”).

Recitals

A. City and Employee are parties to a City Manager Employment Agreement dated December 9, 2013, which was amended by the City’s Governing Body on January 12, 2015 (as amended, the “Agreement”).

B. The parties desire to make certain modifications to the Agreement affecting the compensation payable to Employee.

FOR AND IN CONSIDERATION of the mutual and reciprocal promises and agreements set forth herein, the parties agree as follows:

Section 1 - Amendment. Section 5 of the Agreement is amended to read as follows:

Section 5. Salary.

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary, as established annually by the Commission, payable in installments at the same time as other employees of the City are paid. The base salary shall be \$92,860.00 per year. In addition, City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Commission may, in its sole discretion, determine is desirable on the basis of an annual review of Employee made at the same time as similar consideration is given to other employees.

Section 2 - Effective Date. This Amendment shall become effective commencing January 1, 2016.

Section 3 - No Other Changes. Except as otherwise stated in this Amendment, the Agreement, as amended herein, shall continue in full force and effect, and the Agreement is hereby ratified and confirmed.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

David B. Dillner

ATTEST:

By: _____
Penny Soukup, CMC, City Clerk

City of Abilene
Payroll Expenditures Report
12/18/15

	TOTALS
NET SALARIES	\$ 69,496.32
OASDI - CITY/EMPLOYEE	\$ 12,496.12
MEDICARE - CITY/EMPLOYEE	\$ 2,922.46
FEDERAL WITHHOLDING - EMPLOYEE	\$ 10,117.19
KPERS - CITY/EMPLOYEE	\$ 10,186.83
KPF - CITY/EMPLOYEE	\$ 11,718.26
WADDELL & REED 457 - CITY/EMPLOYEE	\$ 2,036.00
WADDELL & REED SAVINGS - EMPLOYEE	\$ 315.00
STATE TAX - EMPLOYEE	\$ 3,119.55
AFLAC INSURANCE - EMPLOYEE	\$ 556.80
VISION PLANS - EMPLOYEE	\$ 275.78
HEALTH INSURANCE - CITY/EMPLOYEE	\$ 20,167.18
ATHLETIC CLUBS - CITY/EMPLOYEE	\$ 233.98
KS PAYMENT CENTER SUPPORT - EMPLOYEE	\$ 768.57
CALIFORNIA CHILD SUPPORT - EMPLOYEE	\$ 92.30
FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$ 1,035.46
POLICE & FIREMENS INS. - EMPLOYEE	\$ 20.92
TOTAL PAYROLL EXPENDITURES	\$ 145,558.72

MANUAL PAYABLES**December 28, 2015**

Date	Check Number	Vendor	Line Item	Amount	Description
12/09/15	20817	Dee Marshall	001-001-520880	\$ 706.43	Expenses for Chicago Trip
12/10/15	20818	First Bank Kansas	036-540200	\$ 3,753.00	Semi-Annual interest pymt - Series 2015-B G.O. Bond
Total				\$ 4,459.43	

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#
01430 AAKC	20151939	C	12/28/15	2016 DUES JENNIE HIATT	35.00		
19568 ABILENE & SMOKY VALLEY RR	20151917	C	12/28/15	146 - SANTA TRAIN	730.00		
01250 ABILENE MUNICIPAL COURT	20151918	C	12/28/15	BOND FORFEITURE - WASYLK 15-0592	430.00		
999301 ANDERSON, CLAIRE	20151946	C	12/28/15	REIMB. SISTER CITY GIFT	259.66		
999300 ANDERSON, KARIE	20151919	C	12/28/15	BARRE FITNESS CANCELLED	46.20		
19396 APAC, INC - SHEARS	20151945	C	12/28/15	ASHALPT PATCHING MATERIAL	1,146.18		
999395 APPELMINT CATERING & EVENTS	20151947	C	12/28/15	CAKE FOR RETIREMENT PARTY	150.00		
01748 AT & T	20151948	C	12/28/15	INTERNET	75.91		
02009 B & B HYDRAULICS, INC	20151971	C	12/28/15	REPAIRS TO DAMAGE ON NEW BALER	572.27		
02014 BAYER CONSTRUCTION CO, INC	20151949	C	12/28/15	WASHED ROCK FOR STREET REPAIR	1,655.52		
02387 BRIANS PLUMBING INC	20151950	C	12/28/15	REPAIR SEWER BACKUP	65.00		
03070 CARROT-TOP INDUSTRIES, INC	20151951	C	12/28/15	FLAG POLES	891.36		
03300 CLARK, MIZE & LINVILLE CHARTER	20151953	C	12/28/15	NOV 2015 SERVICE	2,887.50		
03360 CONGRESSMAN HUELSKAMP	20151952	C	12/28/15	FLAGS	1,715.40		
04005 D S & O RURAL ELECTRIC COOP	20151920	C	12/28/15	ELECTRIC SERVICE @ WATER TOWER & LIGHT/CORNER CLR GARTEN	132.24		
04032 DANKO EMERGENCY EQUIPMENT	20151921	C	12/28/15	REPLACE FIRE HELMET	292.32		
04135 DETROIT INDUSTRIAL TOOL	20151954	C	12/28/15	FIRE HELMET LEATHER SHIELDS	103.22		
04300 DK CTY REGISTER OF DEEDS	20151955	C	12/28/15	DIAMOND BLADES	574.37		
04340 DK CTY TREASURER	20151940	C	12/28/15	DEED REQUESTED FOR 1100 NE 8TH	3.00		
04370 DON'S TIRE & SUPPLY	20151922	C	12/28/15	2015 PROPERTY TAXES	4,251.33		
06240 FOLEY EQUIPMENT COMPANY	20151957	C	12/28/15	TIRES CAR 1	505.20		
06245 FOLTZ JANE	20151958	C	12/28/15	LOADER, GRADER REPAIR PARTS	248.94		
08020 HACH COMPANY	20151923	C	12/28/15	OCT/NOV/DEC MILEAGE	222.53		
08070 HAMM INC	20151959	C	12/28/15	LAB SUPPLY FOR 2016	1,894.89		
08075 HARRIS, CECILIA	20151960	C	12/28/15	ROCK FOR BEDDING WATER LINE	605.73		
08145 HD SUPPLY WATERWORKS	20151961	C	12/28/15	WRITING BROCHURE COPY	25.00		
02383 HOMMAN, BRAD	20151962	C	12/28/15	METER PARTS FOR PROJECT	831.76		
	20151924	C	12/28/15	RADIO BATTERY PACK & PAGER BATT. & MISC.	675.00		
09069 IMAGE QUEST	20151941	C	12/28/15	LANTERN BATTERIES	43.62		
	20151964	C	12/28/15	BASE SERVICE	32.00		
	20151965	C	12/28/15	COPIES	39.91		
09071 IMAGES	20151966	C	12/28/15	MAINT FEE 12/20/15-1/20/16	141.89		
	20151963	C	12/28/15	BALING WIRE	820.00		

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09070 INDEPENDENT SALT COMPANY	20151967	C	12/28/15	ROAD SALT	1,025.25		
09125 INTERNATIONAL CODE COUNCIL	20151942	C	12/28/15	2016 DUES	135.00		
999127 JOE SNUFFY'S	20151972	C	12/28/15	CHRISTMAS PARTY MEAL	1,569.75		
11008 K A C M	20151925	C	12/28/15	2016 MEMBERSHIP DUES - DAVID DILLNER	70.00		
11009 KA-COMM, INC.	20151968	C	12/28/15	LIGHTS CARS 5, 6 & 9	1,103.00		
11223 KANSAS ONE-CALL SYSTEM, INC	20151970	C	12/28/15	MARKING SERVICES LINES	181.00		
11240 KRIZ-DAVIS CO.	20151973	C	12/28/15	CHRISTMAS LIGHTS	57.90		
11480 KS DEPT OF REVENUE	20151974	C	12/28/15	DMV CHECKS	10.00		
06127 KS GAS SERVICE	20151926	C	12/28/15	GAS SERVICE	724.21		
11124 KS MAYORS ASSOCIATION	20151927	C	12/28/15	2016 KS MAYORS ASSOC. MEMBERSHIP DUES	50.00		
12125 LINDER ELECTRIC	20151975	C	12/28/15	TROUBLE SHOOTING WELL	35.48		
999526 MEEHAN, JACK E.	20151976	C	12/28/15	TABLECLOTHES	119.50		
11227 MIDWEST CONCRETE MATERIALS	20151977	C	12/28/15	UTILITY STREET REPAIRS	758.16		
09090 MILLER, JERRY A.	20151943	C	12/28/15	AWOS MAINT FEE DEC 2015 & LOG BOOK	340.00		
13455 MONTGOMERY COMMUNICATIONS	20151928	C	12/28/15	P.H. NOTICE 1213 NW 2ND B.Z.A.	78.65		
14170 NEOPOST USA INC	20151978	C	12/28/15	CHRISTMAS ADS	350.24		
15030 OSBORN PROPERTIES	20151929	C	12/28/15	POSTAGE METER RENTAL	138.00		
16300 PRAIRIE FIRE COFFEE	20151979	C	12/28/15	BILLBOARD	200.00		
16350 PROSCAPE, INC	20151980	C	12/28/15	COFFEE	249.40		
16360 PUBLIC RECORD BULLETIN	20151981	C	12/28/15	5 TREES PLUS LABOR @ EISENHOWER ELEMENTARY	2,395.74		
16401 PURKIS, GLENDA	20151956	C	12/28/15	2016 PUBLIC RECORD SUBSCRIPTION	230.00		
17009 QUILL	20151982	C	12/28/15	TRAVEL	36.00		
999161 S & K ELECTRIC	20151983	C	12/28/15	FOLDERS/COFFEE	159.89		
19080 SAGE PRODUCTS, INC	20151984	C	12/28/15	REPLACE BALLARD - CC	869.00		
19110 SALINA CONCRETE PRODUCTS	20151985	C	12/28/15	SUPPLIES	129.93		
19180 SALINA SUPPLY CO	20151986	C	12/28/15	PAPER TOWELS	171.00		
19490 SISTER CITIES INTERNATIONAL	20151987	C	12/28/15	ADHESIVE TO REPAIR LANDSCAPING ON STREET PROJECT 4TH & PINES CLAMP	24.75		
19629 SOUTHERN UNIFORM & EQUIPMENT	20151988	C	12/28/15	CLAMP	856.72		
20011 TASER INTERNATIONAL	20151989	C	12/28/15	SISTER CITIES INT'L ANNUAL MEMBERSHIP	290.00		
20170 THE SIMMONS COMPANY	20151990	C	12/28/15	SHIRTS 212 WRIGHT	119.77		
20244 THOMAS OUTDOOR ADVERTISING	20151991	C	12/28/15	TASER	1,057.04		
	20151992	C	12/28/15	HIGHLANDS APPRAISAL REPORT	4,500.00		
	20151993	C	12/28/15	VINYL FOR NEW SIGN	785.00		

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999302 TIERNAN, STEPHANIE	20151994	C	12/28/15	MISSED SANTA TRAIN - WRONG DAY	40.00		
16260 US POST OFFICE-POSTMASTER	20151930	C	12/28/15	REGULAR BILLING JAN 2016	1,100.00		
11221 VERIZON WIRELESS	20151931	C	12/28/15	CELL PHONE SERVICE	1,410.86		
22014 VISA - UMB ADMINISTRATION	20151932	C	12/28/15	SUPPLIES	3,232.45		
22019 VISA - UMB COMMUNITY DEVELOP	20151944	C	12/28/15	SUPPLIES	25.98		
22016 VISA - UMB CVB	20151995	C	12/28/15	SUPPLIES	703.99		
22015 VISA - UMB FIRE DEPT	20151933	C	12/28/15	SUPPLIES	1,162.29		
22012 VISA - UMB MUNICIPAL COURT	20151996	C	12/28/15	SUPPLIES	59.60		
22010 VISA - UMB PARKS	20151934	C	12/28/15	SUPPLIES	3,779.83		
22011 VISA - UMB POLICE DEPT	20151997	C	12/28/15	SUPPLIES	4,173.11		
22021 VISA - UMB PUBLIC WORKS	20151935	C	12/28/15	SUPPLIES	2,789.54		
23020 WAGEWORKS	20151936	C	12/28/15	FSA MONTHLY ADMIN - NOV 2015	115.00		
23129 WEIS FIRE & SAFETY EQUIPMENT	20151937	C	12/28/15	BALL INTAKE VALVE FOR ENGINE #31	1,306.25		
23159 WESTAR ENERGY	20151938	C	12/28/15	ELECTRIC SERVICE	41,378.52		
23266 WICHITA WINWATER WORKS CO.	20151998	C	12/28/15	INSTALLATION OF 2 CUT IN VALVES FOR WATER MAINS	12,780.00		
24020 YP	20151999	C	12/28/15	YELLOW PAGES AD	516.00		
				Report Total	115,496.75		