

ABILENE CITY COMMISSION - STUDY SESSION AGENDA
DWIGHT D. EISENHOWER MUNICIPAL BUILDING - 419 N. BROADWAY AVENUE
March 22, 2016 - 7:00 pm

1. **PUBLIC COMMENTS.** Persons who wish to address the City Commission may do so when called upon by the Mayor. Comments on personnel matters and matters pending before court are not permitted. Speakers are limited to three minutes. Any presentation is for informational purposes only. No action will be taken.
2. **STRATEGIC DISCUSSION**
 - a. None
3. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
 - a. An Ordinance rezoning certain real property located within the City of Abilene, Kansas from “R-3, Heavy Density Residential” to “C-4, Central Business District”
 - b. An Ordinance approving a Text Amendment to Article 27 Sections 27-401, 27-606, and 27-701 of the Zoning Regulations of the City of Abilene, Kansas, relating to electronic message centers by Conditional Use and Sign Requirements for the “P-Public Use District” and Public Property
 - c. A Resolution approving a Professional Services Agreement with Varney and Associates, CPA, LLC for independent financial auditing services.
4. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
 - a. Meeting Minutes: February 22, 2016 regular meeting
5. **ITEMS FOR PRESENTATION AND DISCUSSION**
 - a. None at this time
6. **REPORTS**
 - a. City Manager’s Report
7. **ANNOUNCEMENTS** *(Meetings at Abilene Public Library unless otherwise provided)*
 - City Commission Meeting, March 28 at 4:00 pm
 - Library Board Meeting, April 4 at 4:00 pm
 - Airport Advisory Committee, April 4 at 5:00 pm
 - Kid’s Council, April 4, 6:00 pm (Frontier Estates)
 - Commission Study Session, April 5 at 7:00 pm (City Hall)
 - Eisenhower Marathon, April 9th
 - City Commission Meeting, April 11 at 4:00 pm
 - Planning Commission, April 12 at 4:30 pm

STAFF REPORT

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: PC 16-3 Requested Rezoning of 410 NW 4th Street from “R-3, Heavy Density Residential” to “C-4, Central Business District”
DATE: March 10, 2016

BACKGROUND

The Planning Commission has requested a text amendment to Section 27 of the Zoning Regulations be prepared by staff to allow electronic message centers, as defined by Section 27-2 of said Regulations, as a conditional use in the “P, Public Use District.” Presently, Section 27-401(c) states as follows with respect to electronic message centers:

“Electronic message centers shall be permitted in Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application, the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body.”

PROPOSAL

The property owner of 410 NW 4th Street is requesting a rezoning from “R-3, Heavy Density Residential” to “C-4, Central Business District” to allow the property owner to operate a semi-formal restaurant on the property.

FACTORS TO BE CONSIDERED

An analysis of the factors to be considered as provided in Section 26-104(b) of the Zoning Regulations may be found in the Staff Report for PC 16-3, which has been included with this memorandum for the governing body’s review.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request for the subject property based on the considerations outlined in the Staff Report as described in Article 26-108 of the Zoning Regulations.

PUBLIC HEARING

The Planning Commission conducting the Public Hearing on this item during its regular meeting on March 8, 2016. The Planning Commission received some comments concerning the rezoning request. Most of the concerns addressed parking and the use of the alley for deliveries. An relative of the property owner stated that deliveries would not be done in the alley, but would be done from NW 4th Street. All comments were generally positive and supportive of the request. The minutes of the proceeding have been included with this report for the City Commission’s review.

PLANNING COMMISSION RECOMMENDATION

Following the public hearing, the Planning Commission unanimously recommended approval of the proposed ordinance to rezone the property as described. The ordinance is also included with this report for the governing body’s review.

PROTEST PETITION

This request is subject to a protest petition as provided in Section 26-105 of the Zoning Regulations as follows:

“If a protest petition against such amendment is filed in the office of the City Clerk within fourteen days after the date of the conclusion of the public hearing pursuant to the publication notice, signed by the owners of twenty percent (20%) or more of any real property proposed to be rezoned or by the owners of record of twenty percent (20%) or more of the total area, excepting public streets and ways, which is located within the notification area described in Section 26-102, the ordinance adopting such amendment shall not be passed except by at least a three-fourths majority vote of all the members of the Governing Body.”

The deadline to file a valid protest petition for this item is March 22, 2016.

GOVERNING BODY ACTION

Per Section 26-104(c) of the Zoning Regulations, the governing body has the following options with respect to this item:

1. Approve the Planning Commission’s recommended ordinance without change.
2. Override the Planning Commission’s recommendation by a two-thirds majority vote.
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body’s failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.

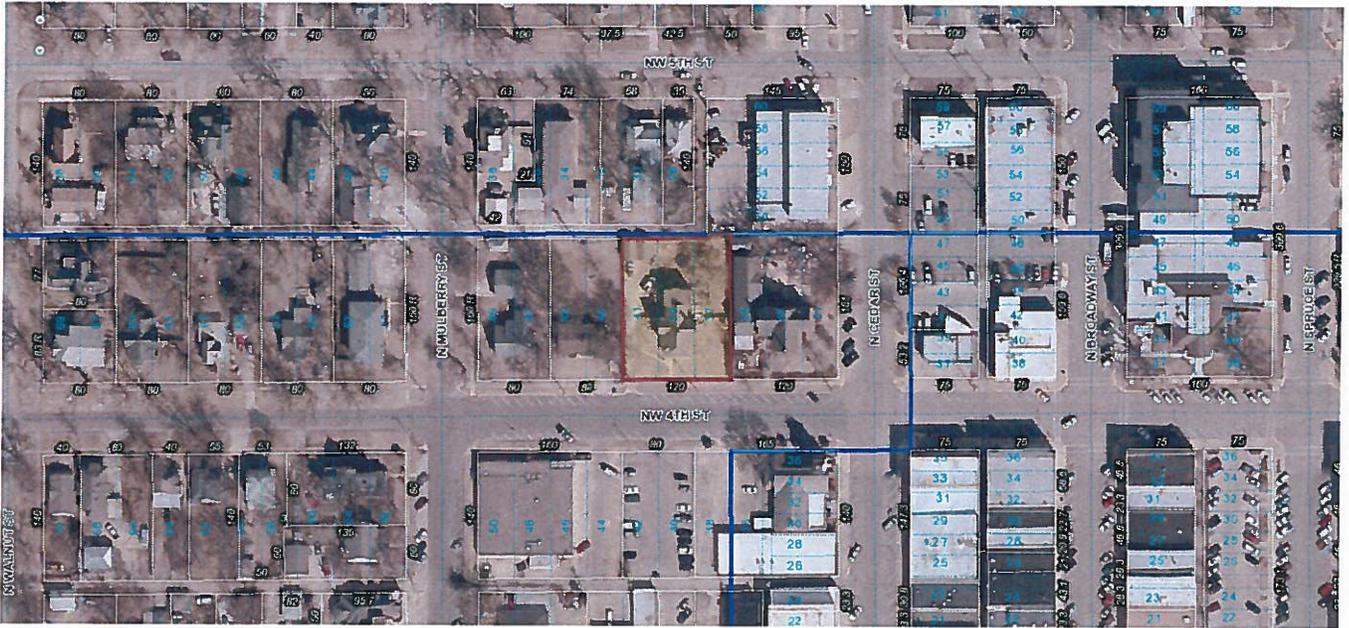
STAFF REPORT

PC 16-3 Requested Rezoning of 410 NW 4th Street from “R-3, Heavy Density Residential District” to “C-4, Central Business District”

Date:	March 4, 2016
Owner:	Derek N. Lipson
Applicant:	Owner
Requested Action:	Rezoning from “R-3, High Density Residential” to “C-4, Central Business”
Purpose:	Use of property as a restaurant business
Location address:	410 NW 4 th Street
Comprehensive Plan:	Local Economy - Dining opportunities are essential for a sustainable tourism industry. Key Issue 11 – Conflicts between adjacent residential, commercial and industrial uses; Goal A – Minimize the negative impacts of adjacent incompatible land uses through required site improvements; and Goal D – Promote context-sensitive in-fill development.
Site’s Existing Zoning:	“R-3, High Density Residential District”
Surrounding Zoning and Land Use:	North: “R-3, High Density Residential District” South: “C-4, Central Business District” East: “C-4, Central Business District” West: “R-3 High Density Residential District”
Land Area:	Contains 19,200 square feet, more or less
Notice Date:	This project was published in the Abilene Reflector-Chronicle on February 15, 2016 and noticed by mail as required by Code.

COMMENTS

1. The property owner has submitted a business plan (included with this report) for the proposed restaurant for the Planning Commission’s information. The house, constructed between 1884 and 1887, will provide a venue for semi-formal and formal dining for dinner throughout the week. It is unclear from the business plan, but it seems that the property owner is looking at an occupancy of up to fifty people in three different dining rooms.
2. The Comprehensive Plan provides an emphasis on tourism-related industry, of which a restaurant could reasonably be considered part of since a percentage of patrons would be expected to be visitors.
3. The residence is listed on the Heritage Home Association’s list of historically significant houses in Abilene. The proposed use would continue to preserve this important asset to the community, while allowing it to be opened to the general public.



Subject Property of 410 NW 4th Street

RECOMMENDATION AND FINDINGS

Staff recommends approval of the rezoning request for the subject property based on the following considerations outlined in Article 26-108:

1. Whether the change in classification would be consistent with the intent and purpose of these regulations. It is intent of the Commercial Zoning Regulations, found in Article 9 of the Zoning Regulations, to provide for areas of compatible commercial and service businesses in the City. The proposed rezoning would make additional property available for commercial use within the downtown district.
2. The character and condition of the surrounding neighborhood and its effect on the proposed change. The surrounding properties are a mix of land uses to include single-family and multi-family residential as well as commercial, both in the form of retail and service business. The proposed change would modify the land use of an existing residential use to a commercial use, and would not likely negatively affect adjacent properties any more than adjacent existing uses.
3. Whether the proposed amendment is made necessary because of changed or changing conditions in the area affected, and if so, the nature of such changed or changing conditions. It is the opinion of staff that changing conditions in the area are not a contributing factor in this rezoning request.
4. The current zoning and uses of nearby properties, and the effect on existing nearby land uses upon such change in classification. As previously articulated, the existing land uses adjacent to the subject property are a mix of residential and commercial uses. It is not likely that the rezoning of the subject property will adversely affect adjacent properties any more than what is already present. The only exception to this may be the potential impact of the

proposed use on parking as the current use of the subject property does not have sufficient off-street parking to accommodate the proposed use and anticipated traffic.

Per Section 22-201 of the Zoning Regulations, off-street parking facilities shall not be required in the "C-4, Central Business District." Therefore, if the rezoning is approved, off-street parking will not be required of the applicant. Parking for the commercial use will be limited to available parking within in the public right-of-way adjacent and near the subject property. Staff has inventoried forty-two parking spots within the public right-of-way on NW 4th Street, and there are other parking spots on adjacent streets as well. It should also be noted that the parking lots to the south of the subject property are privately owned and not available for parking unless the property owners agree to allow such use.

5. Whether every use that would be permitted on the property as reclassified would be compatible with the uses permitted on other property in the immediate vicinity. The commercial uses listed in Table 9-1 of the Zoning Regulations provides some of the land uses that would be permitted by right in the "C-4, Central Business District." Staff has no reason to believe that any of the permitted uses would create an adverse effect on adjacent uses if the proposed use were to change to another use allowed by right. Many of these uses are already allowed within close proximity to the subject property as it is located on the edge of the existing "C-4, Central Business District."
6. The suitability of the applicant's property for the uses to which it has been restricted. The applicant has provided a business plan and has indicated that the Fire Chief has been through the structure and provided some guidance to bring the property into compliance with the applicable Fire Code for the proposed use. The business plan also provides a list of improvements that will need to be made to the property for restaurant operations.
7. The length of time the subject property has remained vacant or undeveloped as zoned. This point is not applicable to the request.
8. Whether adequate sewer and water facilities, and all other needed public services exist or can be provided to serve the uses that would be permitted on the property if it were reclassified. The subject property is presently on municipal water and sewer and other public utilities, and these public facilities have the capacity needed to serve the proposed use.
9. The general amount of vacant land that currently has the same zoning classification proposed for the subject property, and any special circumstances that make a substantial part of such vacant land available or not available for development. There are several tracts within the downtown district that are vacant and that have the same zoning as what is proposed for the subject property. Staff does not know the specific reasons for why these properties have not developed other than due to a lack of interest or capital on the part of the property owners.
10. Whether the proposed amendment would be in conformance to and further enhance the implementation of the Comprehensive Plan. The Comprehensive Plan shows the immediate area around the subject property to be residential and commercial in the Future Land Use Plan. The proposed amendment aligns with the long-term vision for this part of the community.

11. Whether the relative gain to the public health, safety, and general welfare outweighs the hardship imposed upon the applicant by not upgrading the value of the property by such reclassification. The general welfare to the public of the proposed is the opportunity for a new business and restaurant. While this may have a minimal impact on the surrounding properties, it is not likely to have a significant impact on public health or safety. Denying the request of the applicant would prevent the property owner from using the property in a productive manner other than as a residential use as either a primary residence or a rental. As a restaurant, the property has the potential of generating significantly more revenue for the property owner than if a rental unit.
12. The recommendations of professional staff and advisors. Staff does not see any major impediments to approving the request, and recommends its approval based on the aforementioned analysis and the fact that the property owner plans to make the necessary improvements to make the proposed use successful. If the restaurant does not work out, the property can easily be converted back to a residential use as explained by the property owner in the business plan.
13. Such other factors as the Planning Commission may deem relevant from the facts and evidence presented in the application.

Planning Commission Action

Per Section 26-104(a) of the Zoning Regulations, the Planning Commission has the following options with respect to this item:

1. Recommend to the governing body approval of the proposed ordinance that would rezone the subject property from "R-3, Heavy Density Residential" to "C-4, Central Business District."
2. Recommend to the governing body denial of the proposed ordinance that would rezone the subject property from "R-3, Heavy Density Residential" to "C-4, Central Business District."

All options will require the Planning Commission to include with its recommendation reasons for such recommendation to the governing body. If a motion for approval fails to gain approval for any reason, the application is deemed to have been denied and will be submitted to the governing body.

ORDINANCE NO. 3291

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ABILENE, KANSAS FROM "R-3, HEAVY DENSITY RESIDENTIAL DISTRICT" TO "C-4, CENTRAL BUSINESS DISTRICT"

WHEREAS, the property owners of record have requested the City consider rezoning certain property generally described as 410 NW 4th Street from "R-3, Heavy Density Residential District" to "C-4, Central Business District";

WHEREAS, the Planning Commission conducted a Public Hearing per Article 26 of the Zoning Regulations of the City of Abilene, Kansas, on March 8, 2016; and

WHEREAS, the Planning Commission recommended the Governing Body approve the rezoning of the above referenced property.

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

SECTION ONE. Property Rezoned. That property legally described as follows is hereby rezoned from "R-3, Heavy Density Residential District" to "C-4, Central Business District":

The south one hundred twenty-two (122) feet of lot thirty-seven (37), and the north thirty-two (32) feet of lot thirty-seven (37), and all lots thirty-nine (39) and forty-one (41), on northwest Fourth Street, Thompson and McCoy's Addition to the City of Abilene, Dickinson County, Kansas.

SECTION TWO. Zoning Map: Amended. That the Zoning Map of the City of Abilene, Kansas, as adopted by Ordinance No. 2796 and amendments thereto, is hereby amended to be consistent with the amendments described herein.

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

[REMAINDER OF PAGE LEFT BLANK]

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 28th day of March, 2016.

CITY OF ABILENE, KANSAS

By: _____
Dennis P. Weishaar, Mayor

ATTEST:

Penny Soukup, CMC
City Clerk

EXHIBIT A

General Rezoning Map

for

410 NW 4th Street

City of Abilene, Kansas

March 10, 2016

STAFF REPORT

TO: City Commission
FROM: David Dillner, City Manager
SUBJ: Proposed Text Amendment to Section 27 of the Signage Regulations
DATE: March 10, 2016

BACKGROUND

The Planning Commission has requested a text amendment to Section 27 of the Zoning Regulations be prepared by staff to allow electronic message centers, as defined by Section 27-2 of said Regulations, as a conditional use in the "P, Public Use District." Presently, Section 27-401(c) states as follows with respect to electronic message centers:

"Electronic message centers shall be permitted in Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application, the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body."

PROPOSAL

Staff is proposing language be amended in Section 27-401, Section 27-606, and Section 27-701 of the Zoning Regulations, so as to allow one electronic message center per lot as a conditional use in the "P, Public Use District." Such sign would be authorized to display on-site and off-site advertising. The proposed language may be found as an attachment to this memorandum as **Exhibit A**.

COMPREHENSIVE PLAN

When considering changes to the Zoning Regulations, it is prudent to review the Comprehensive Plan to determine if the proposed changes align with the community's long-term development plan. The Comprehensive Plan does not provide much direction with respect to signage, and particularly electronic message centers. Some guidance, however, may be found in Key Issue 3 which defines a "lack of coordinated marketing efforts to promote economic and cultural activities." This topic is further articulated in Goal B with "market Abilene to Abilenians." It stands to reason that electronic message centers would address both of these statements and increase the available opportunities for promoting Abilene, its businesses, attractions, and events.

FACTORS TO BE CONSIDERED

Per Section 26-104(b) of the Zoning Regulations, "when a proposed amendment would result in a change in the text of the regulations, but would not result in a change of zoning classification of any specific property, the recommendation of the Planning Commission shall contain a statement as to the nature and effect of such proposed amendment and its reasons for recommending approval or denial."

1. Nature and effect of such proposed amendment. The proposed text amendment would allow electronic message centers as a conditional use in Commercial, Industrial, and Public Districts. Electronic message centers may be used for on-site and off-site advertising, subject to the Zoning Regulations.

Allowing such signs in Public Districts means that electronic message centers could potentially be located in community parks, on or near community facilities such as libraries, schools, hospitals, and other government-owned facilities. An existing example of this provision is the electronic message center located on the north side of the Abilene Middle School adjacent to NW 14th Street. This sign

was grandfathered from previous regulations and is used to advertise community information about the school such as time and temperature and school events.

A recent ruling by the United States Supreme Court in *Reed v. Town of Gilbert* also means that the City will not be able to regulate the content of electronic message centers. According to the City Attorney, public entities who request and are approved for an electronic message center will be able to regulate content through a lease agreement.

2. Reasons for recommending approval or denial.

The Planning Commission recommended approval of the proposed text amendment based on the analysis provided in the staff report for the request.

STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment on the basis that electronic message centers are presently allowed as a conditional use in Commercial and Industrial Districts, and that the proposal would extend such use as a conditional use to the Public District. The conditional use permit process would allow the Planning Commission, Governing Body, and the public to provide input into the decision to allow such signage in a Public District as well as to require location appropriate regulations to minimize any off-site impacts. Finally, the recommendation seems to align with the Comprehensive Plan that identifies the need for additional marketing efforts to promote Abilene.

PUBLIC HEARING

The Planning Commission conducting the Public Hearing on this item during its regular meeting on March 8, 2016. There were no comments received from the public concerning the proposed text amendment.

PLANNING COMMISSION RECOMMENDATION

Following the public hearing, the Planning Commission unanimously recommended approval of the proposed ordinance that would allow electronic message centers in the "P, Public Use District" as a conditional use as attached to this memorandum as **Exhibit A**.

GOVERNING BODY ACTION

Per Section 26-104(c) of the Zoning Regulations, the governing body has the following options with respect to this item:

1. Approve the Planning Commission's recommended ordinance without change.
2. Override the Planning Commission's recommendation by a two-thirds majority vote.
3. Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove. Upon return of a recommendation from the Planning Commission, the Governing Body may take whatever action it deems necessary.

ORDINANCE NO. 3292

AN ORDINANCE APPROVING A TEXT AMENDMENT TO ARTICLE 27 SECTIONS 27-401, 27-606, AND 27-701 OF THE ZONING REGULATIONS OF THE CITY OF ABILENE, KANSAS, RELATING TO ELECTRONIC MESSAGE CENTERS BY CONDITIONAL USE AND SIGN REQUIREMENTS FOR THE "P-PUBLIC DISTRICT" AND PUBLIC PROPERTY.

BE IT ORDAINED by the Governing Body of the City of Abilene, Kansas:

SECTION ONE. Section 27-401 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

Section 27-401.

- a. Sign Height: Sign height shall be measured from the ground elevation at the base of the sign to the highest element of the sign. No sign may exceed the maximum height permitted for buildings in the zoning district in which the sign is located. Except that interstate advertising signs (on-premise) may be sixty-five (65) feet above the interstate roadbed and associated bridges and ramps, with a maximum height of eighty-five (85) feet. Where the interstate roadbed is below the grade elevation of adjoining property, the maximum sign height shall be sixty-five (65) feet. This height may be increased provided a sign survey indicates a need for visibility at ½ mile, which will allow a safe exit from the inside lane of the interstate highway, with a maximum height of 110 feet.
- b. Illuminated Sign: A sign designed to give forth artificial light or designed to reflect light derived from any source, shall comply with the following:
 1. Illuminated sign shall be designed so as to reflect or direct light away from any residential dwelling district.
 2. Lighted signs in direct vision of a traffic signal shall not be in red, amber or green illumination.
- c. Flashing or Moving Signs: Any illuminated sign on which the artificial light is not constant in intensity and color at all times. For the purpose of this regulation, any revolving, rotating, moving, animated, signs with moving lights or signs which create the illusion of movement shall not be permitted except Christmas or other holiday lights during a period four (4) weeks preceding such holiday. Such signs shall comply with the following:

A sign whereon the current time and/or temperature is indicated by intermittent lighting shall not be deemed as a flashing sign if the lighting changes are limited to the numerals and any ancillary messages (such as community events).

Electronic Message Centers shall be permitted in Public, Commercial and Industrial Districts only upon issuance of a conditional use permit in accordance with Article 26. In considering a conditional use permit application the Planning Commission and Governing Body may impose requirements related to size, maximum illumination (including incorporating automatic dimmer controls), transition and hours of operation, or other conditions as deemed necessary and appropriate by the Planning Commission and Governing Body.

SECTION TWO. Section 27-606 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

27-606. Public District; Requirements. Signs in the Public District. ~~Institutional uses~~ shall comply with the area limitations set forth in Table 27-2 above for Commercial Districts, and also be subject to and comply with the following regulations:

- a. Wall signs: ~~two~~Two per building.
- b. Identification signs: ~~one~~One per street frontage.
- c. Directional signs: ~~the~~The number shall be unlimited, provided no single directional sign shall exceed thirty (30) square feet in area.
- d. The number of directional and identification signs internal to the site shall be unlimited, provided a sign plan is submitted to and approved by the Zoning Administrator.
- e. Electronic message center: One per zoning lot, by conditional use pursuant to Section 27-401(c), which may display non-commercial messages or on-site or off-site advertising.

SECTION THREE. Section 27-701 of the Zoning Regulations for the City of Abilene, Kansas is hereby amended as follows:

27-701. It shall be a violation of these regulations to erect, install, place or maintain the following signs in any zoning district:

- a. Any signs or advertising structures which are not specifically permitted under these zoning regulations.
- b. Any sign or advertising structure which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination, or which obstructs the vision of drivers, or signs that obstruct or detract from the visibility of traffic control devices or emergency vehicles. The use of flashing lights or revolving lights is prohibited in any sign as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic prohibited. Exterior neon lighting, illuminated banding or other types of lighting that creates a glow is prohibited unless it is approved by the Planning Commission.

- c. Any sign or advertising structure (other than those erected by a governmental agency or required to be erected by a governmental agency for a public purpose) erected, installed or placed on the right-of-way of any street, road of public way, or signs overhanging or infringing upon the right-of-way of any street, road or public way, except as specifically permitted by these regulations.
- d. Any sign or advertising structure erected on City property or other governmental property other than signs erected by that governmental entity ~~for a public purpose~~.
- e. Any sign or advertising structure which is erected, installed or maintained that obstructs any fire escape, required exit, window or door opening intended as a means of ingress or egress.
- f. Any sign or advertising structure which is erected, installed or maintained upon the rear of a building, however, with the exception of allowing a tenant to identify the business name and/or address on a rear exit door with no greater than six (6) inch non-illuminated letters painted, printed, stenciled, or attached to the face of the rear door. The rear of a building is that side of a building opposite from the principal or main entrance to a building.
- g. "A" Frame sign, except as permitted by Section 27-605.
- h. Abandoned signs.
- i. Off-site advertising and off site development signs ~~(see Table 27-1)~~, except to the extent specifically authorized by this Article.
- j. Snipe signs, except warning signs posed by public utility companies.
- k. Temporary signs, except as permitted by Section 27-4.
- l. Vehicular signs. Signs on vehicles which are improperly tagged, or inoperable as defined by Abilene City Code. A company or corporation name or logo painted on a motor vehicle or semi-trailer normally in motion, or parked during use, shall not be considered a vehicular sign.
- m. Directly illuminated signs, except to the extent specifically authorized in this Article.

AGREEMENT BETWEEN THE CITY OF ABILENE, KANSAS
and
VARNEY & ASSOCIATES, CPAs, LLC
for
AUDITING SERVICES

This Agreement is entered into March ____, 2016 by and between the City of Abilene, (the "City"), and Varney & Associates, CPAs, LLC, a Kansas limited liability company (the "Consultant").

Recitals

A. The City desires to contract for professional auditing services for the purpose of auditing the City's financial statements for the fiscal years ending December 31, 2015, 2016, 2017, 2018, and 2019, in compliance with federal, state, and local regulations.

B. The Consultant has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. **Exhibits.** The following Exhibits are attached to and made a part of this Agreement (Mark with "X" if applicable):

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

2. **Responsibilities of the Parties.** The Consultant agrees to perform the responsibilities outlined in the attached and incorporated Exhibit A relating to the Consultant's audit of the City's financial statements for the years ending December 31, 2015, 2016, 2017, 2018, and 2019.

3. **Term.** The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall remain in effect until completion of the Consultant's auditing services for the fiscal year ending December 31, 2019, subject to the potential for prior termination pursuant to the terms of this Agreement.

4. **Payment.** The City shall pay the Consultant for the performance of its responsibilities pursuant to this Agreement as set forth in Exhibit A. The Consultant shall not perform any additional services requiring additional fees or expenses without first obtaining the City's prior written consent.

5. **Insurance Requirements.**

5.1. **Types and Amount of Coverage.** The Consultant agrees to obtain insurance coverage as specified in Exhibit B, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Consultant subcontracts any of its obligations under this Agreement, the Consultant shall require each such subcontractor to obtain insurance coverage as specified in Exhibit B. Failure of the Consultant or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Consultant of liability.

5.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent "Bests" insurance guide, and admitted in the State of Kansas. Except as otherwise specified in Exhibit B, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

5.3. **Certificate of Insurance.** The parties acknowledge that the Consultant has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The City reserves the right to require complete certified copies of all insurance policies procured by the Consultant pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

6. **Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses are caused by the wrongful acts, negligent acts, errors, or omissions arising out of or related to the services of the Consultant, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

7. **Voluntary Termination.** The City may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the Consultant. In the event of such termination, the Consultant shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, reports or other material prepared by the Consultant pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Consultant shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the City from the Consultant may be determined.

8. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement ("Event of Default").

9. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

9.1. **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party's rights under this Agreement.

9.2. **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

10. **Non-Assignable.** Due to the unique qualifications and capabilities of the Consultant, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

11. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City of Abilene
Attn: Finance Director
P.O. Box 519
Abilene, KS 67410-0519

CONSULTANT: Varney & Associates, CPAs, LLC
Attn: April G. Swartz, CPA, CGFM
120 N. Juliette
Manhattan, KS 66502

12. **Retention and Inspection of Records.** The Consultant shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. The records shall be maintained during the term of this Agreement, and for a period of three (3) years from the date of final payment under this Agreement (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the

Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Agreement. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Agreement. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

13. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

14. Relationship. It is expressly understood that Consultant in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Consultant performs its responsibilities as outlined in Exhibit A. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Consultant shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

15. Subcontracting. Consultant shall not subcontract any work or services under this Agreement without the City's prior written consent.

16. Compliance with Applicable Law. Consultant shall comply with all applicable federal, state, and local law in the performance of this Agreement.

17. Administration of Agreement. All references in this Agreement requiring the City's participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

18. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

19. Right to Independent Legal Advice. The Consultant understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Consultant's choice.

20. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Dickinson County, Kansas District Court.

21. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

22. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

23. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

24. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

25. **Persons Bound.** This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

26. **Counterparts.** This Agreement 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.

27. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

28. **Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

29. **Conflict Resolution.** No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

30. **No Third Party Beneficiaries.** Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

31. **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions inserted or attached, and initialed by all parties, shall supersede all conflicting printed provisions.

32. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

33. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

34. **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.

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

CITY OF SALINA, KANSAS

By: _____
Dennis Weishaar, Mayor

Attest: _____
Penny Soukup, CMC, City Clerk

Form: _____
Legal Counsel

VARNEY & ASSOCIATES, CPAs, LLC

By: _____
_____ (name)
_____ (title)

EXHIBIT A
Scope of Work

See Consultant's attached and incorporated "Detailed Proposal," dated February 1, 2016, attached hereto.

In addition, the following conditions shall be considered reportable during the course of the annual audit:

1. Reportable conditions that are also material weaknesses shall be identified as such in a separate letter to management.
2. Non-reportable conditions discovered by the Consultant shall be reported in a separate letter to management, which shall be referred to in any reports on internal controls.
3. Auditors shall be required to make an immediate, written report in a separate letter to management of all irregularities and illegal acts.

EXHIBIT B
INSURANCE REQUIREMENTS

Pursuant to Section 5 of the Agreement, the Consultant shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers' compensation and professional liability policies to be obtained by the Consultant hereunder, all policies shall name the City, its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, the Consultant must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. The Consultant shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Agreement.

2. Specific Coverage Requirements.

A. Professional Liability – Errors and Omissions. The Consultant shall maintain professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000. In the event coverage is provided on a claims-made basis, the professional liability insurance shall be maintained for a period of not less than two (2) years after completion of the Contract or, in lieu thereof, the Consultant shall purchase tail coverage (extended reporting period) under which the City shall be afforded protection.

B. Commercial General Liability (“CGL”). The Consultant shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent, which shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000
- Personal and Advertising Liability \$1,000,000

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

AUDITING FIRM'S SERVICES

The Audit Process

Our audit will consist of four steps: planning, testing, review and reporting.

Planning

The planning phase directs the entire audit process. During the planning process, we will acquire an understanding of the environment in which the City operates. We will gain this understanding through discussions with officials and reviewing budgets, long-range plans, financial systems, legislative and applicable statutes, recent financial statements, organizational structure, prior auditor work papers and reports.

Internal Control Evaluation

During the planning phase, internal controls for significant audit areas will be evaluated. This will include a review through discussions with various staff, observation, and walk through of the processes and controls. This will help direct the risk assessment process and tailoring of audit procedures to be performed during fieldwork. This is called the internal control evaluation.

Analytical Reviews

Our staff is trained in the use of analytical reviews which we utilize to avoid spending significant time examining transactions which have little or no importance to the financial statements as a whole, or which represent minimal risk. We accomplish this through our reviews of the budget and financial statements looking for unusual trends and results. When an area of importance is revealed through this study, extended audit procedures will be focused on areas of unusual results or potential audit risks.

Risk Assessment

Through information obtained from internal control evaluation, analytical reviews, client discussions and knowledge of client and industry, a risk assessment will be performed. Audit areas will be reviewed and areas of greater risk will be focused on. This will also guide our audit procedures.

Communications with City Staff

Prior to the audit, we will discuss our audit approach and establish procedures and coordinate the timing of our work. We will provide a list of items needed to complete the audit to City staff prior to us arriving for fieldwork. We will coordinate with staff the days in which the procedures will be accomplished. This process will help the staff to understand the audit process, ascertain what will be expected from them in terms of material and data, and gain the understanding necessary to monitor our progress. This gives you and us great communication and keeps the process very efficient.

Finalize the Audit Plan

The results of the above steps will enable us to finalize our audit plan. The procedures we decide to use will allow us to determine if identified controls are functioning properly and which substantive tests we will use.

Testing

Once the audit program is developed, we will conduct compliance tests and substantive tests.

- Compliance testing tells us if controls are functioning as designed. We will also test for compliance with applicable laws, regulations and City policies.
- Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. The extent of these tests is determined by the results of the compliance testing.

Our audit team will perform the audit using ProSystem fx Engagement, a paperless audit software. This software product enhances the audit process by allowing us to create and store our workpapers electronically. We also use make use of an electronic portal which allows you to send us files safely and securely.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

AUDITING FIRM'S SERVICES, continued

Review

Throughout the audit, the senior manager and senior staff accountant compile a list of control deficiencies, weaknesses in internal controls, as well as any helpful recommendations for improvement in your organization. The engagement partner reviews those items and determines which are significant deficiencies and material weaknesses, which are reported in the AU 325 letter. Prior to inclusion in this communication, the matters will be discussed with management. All audits are reviewed by the audit partner assigned to this engagement. This includes a detailed review of every work paper, and a review of the financial statements and related opinions.

Reporting

At the conclusion of our audit of the financial statements, we will issue draft reports to be approved by management. Once the reports are approved, we will make final copies available to your management and elected officials. These reports include (1) the auditor's report to be included with the financial statements, (2) a required communications letter summarizing the results of our audit for your governing body and (3) an internal control letter, if applicable, identifying areas of internal control that need improvement.

Monitoring the Engagement Quality

We utilize electronic workflow software which enhances our current audit processes. This software allows the in-charge individual to assess the status of the engagement on a daily basis. We have the ability to view the project in real-time to ensure assignments are being completed on a timely basis. The in-charge will continually brief the engagement partner of the status of the engagement, including timing and any issues that may arise, who will in turn communicate that information to the City.

All work is prepared by one accountant and reviewed by a second accountant. Reviews are completed by someone at a manager level or higher. A third accountant conducts a technical review of the financial statements to ensure they meet the applicable standards.

The goal of our team is to have draft reports to management within thirty days of the completion of fieldwork. We would anticipate beginning fieldwork as soon as management is ready. We strive to have all of our city audits issued by June 30th, to allow the audited information to be used for budget preparation purposes.

COMPENSATION

Services and Key Deliverables

The scope and intent of the audit engagement will include:

1. Examination of the City's financial records and expressing an opinion on the financial statements for the years ending December 31, 2015, 2016, 2017, 2018 and 2019, in accordance with generally accepted auditing standards, *Government Auditing Standards*, the provisions of OMB Circular A133, if applicable, and the *Kansas Municipal Audit and Accounting Guide*.
2. Delivery of a required communications letter AU 380, which will summarize the results of our audit and include any control deficiencies and recommendations.
3. Delivery of AU 325 letter, if necessary, which will include any significant deficiencies and material weaknesses of internal controls that we discover as a result of our examination.
4. Delivery of all reporting required by the A-133 Single Audit Requirements, including completion of the Data Collection Form required for submission to the federal clearinghouse.

**DETAILED PROPOSAL
CITY OF ABILENE, KANSAS
February 1, 2016**

COMPENSATION, continued

Pricing

We propose to provide the aforementioned services and key deliverables for the City of Abilene, Kansas as follows:

Five-year agreement

- December 31, 2015 - \$13,000
- December 31, 2016 - \$13,000
- December 31, 2017 - \$13,500
- December 31, 2018 - \$13,500
- December 31, 2019 - \$13,500

For the years that a Single Audit is required, there will be an additional fee of \$1,500 per major program.

We prepare our contracts on a "not to exceed" basis which means the price you choose is the maximum annual audit fee for the duration of the contract, with **no additional out-of-pocket costs**, such as travel.

The City is considered a valued client and therefore, any incidental accounting questions that may arise would be included in the proposed bid. If the need arises requiring the engagement team to render additional services, the fees would be billed at our normal rates which range from \$105 to \$265 per hour.



**Abilene City Commission Minutes
Abilene Public Library
February 22, 2016 @ 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, City Attorney Martin, Finance Director Rothchild and Parks & Recreation Director Foltz.

Others Present: Diane Landers, Jodie Stickney, Janelle Dockendorf, Wally Wolfe and Mike Heronemus.

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

Consent Agenda

4. Agenda Approval for February 22, 2016 the City Commission Meeting

5. Meeting Minutes: February 8, 2016, Regular Meeting

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

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 (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.

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.

There were no declarations.

Proclamations and Recognition

8. There were no proclamations.

Public Hearings

9. There were no public hearings.

Old Business

10. Consideration of an Ordinance affirming the City of Abilene's adoption and continued operation under the Commission-Manager form of government and addressing the transition to November elections.

City Manager Dillner said this item was tabled at the last regular meeting. It is an affirmation of state law. He explained the transitioning to November elections and the new terms for the commissioners.

Motion by Commissioner Ray, seconded by Commissioner Shafter to adopt **ORDINANCE NUMBER 3290 AFFIRMING THE CITY OF ABILENE'S ADOPTION AND CONTINUED OPERATION UNDER THE COMMISSION-MANAGER FORM OF GOVERNMENT AND ADDRESSING THE TRANSITION TO NOVEMBER ELECTIONS. Motion carried unanimously 5-0.**

New Business

11. Consideration of a Resolution authorizing use of the General Fund Reserve to fund an Event Coordinator for the Chisholm Trail Sesquicentennial Celebration.

City Manager Dillner said that this Resolution authorizes a one time expenditure for the funds to be used for the Event Coordinator for the Chisholm Trail Sesquicentennial Celebration.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to adopt **RESOLUTION NUMBER 022216-1 AUTHORIZING USE OF THE GENERAL FUND RESERVE TO FUND AN EVENT COORDINATOR FOR THE CHISHOLM TRAIL SESQUICENTENNIAL CELEBRATION. Motion carried unanimously 5-0.**

12. Consideration of a Resolution appropriating funds from the General Fund to the Dickinson County Economic Development Corporation.

City Manager Dillner said that we have received a request from the Dickinson County Economic Development Corporation to help fund a pilot program they are starting this year. The request is for \$25,000. The County is also putting in \$25,000. They will be providing reports on the use of the funds by December 31, 2016 and a final report by July 1, 2017 to update what economic impact the use of the funds had on Abilene.

Motion by Commissioner Marshall, seconded by Commissioner Payne to adopt **RESOLUTION NUMBER 022216-2 APPROPRIATING FUNDS FROM THE GENERAL FUND TO THE DICKINSON COUNTY ECONOMIC DEVELOPMENT CORPORATION. Motion carried unanimously 5-0.**

13. Consideration of a motion to recess into executive session for ten minutes to discuss non-elected personnel to include the City Manager.

Motion by Commission Marshall, seconded by Commission Payne to **TO RECESS INTO EXECUTIVE SESSION FOR TEN MINUTES TO DISCUSS NON-ELECTED PERSONNEL TO INCLUDE THE CITY MANAGER at 4:08 p.m. Motion carried unanimously 5-0.**

14. Consideration of a motion to return from executive session with no action being taken.

Motion by Commissioner Marshall, seconded by Commissioner Payne to **RETURN FROM EXECUTIVE SESSION WITH NO ACTION BEING TAKEN at 4:18 p.m.** Motion carried unanimously 5-0.

Reports

15. City Manager Reports and Expenditure Report

City Manager Dillner said that we have four vacancies on the Heritage Commission and two vacancies on the Economic Development Commission.

We will be getting the 4th quarter financial statements from the hospital as soon as their audit is complete.

We are near the point to go out for bids on NW 11th Street.

Adjournment

16. Consideration of a motion to adjourn the February 22, 2016 City Commission meeting.

Motion by Commissioner Ray, seconded by Commissioner Marshall to adjourn at 4:22 p.m. Motion carried unanimously 5-0.

(Seal)

Dennis P. Weishaar, Mayor

ATTEST:

Penny L. Soukup, CMC
City Clerk