

**ABILENE CITY COMMISSION - STUDY SESSION AGENDA**  
**DWIGHT D. EISENHOWER MUNICIPAL BUILDING - 419 N. BROADWAY AVENUE**  
**April 5, 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. **Job Creation** - The City Commission desires to facilitate the creation of at least 100 new jobs by 2024. The City Manager has prepared an issue brief to begin a discussion of actions to accomplish this goal.
3. **ITEMS TO BE PLACED ON THE REGULAR AGENDA**
  - a. **An Ordinance amending Sections 5-311 and 5-312 of the City Code of the City of Abilene, Kansas, relating to the sale of, possession, and discharge of fireworks.**
  - b. **A Resolution approving an Economic Development Agreement with Thunderstruck, Inc.**
4. **ITEMS PROPOSED FOR THE CONSENT AGENDA**
  - a. **Meeting Minutes: March 28, 2016 regular meeting**
5. **ITEMS FOR PRESENTATION AND DISCUSSION**
  - a. **Change of Mayor and Vice-Mayor**
  - b. **NW 11th Street Project Bid Results**
  - c. **1Q, 2016 Sales Tax Presentation**
6. **REPORTS**
  - a. **City Manager's Report**
7. **ANNOUNCEMENTS** (*Meetings at Abilene Public Library unless otherwise provided*)
  - Eisenhower Marathon Five Star Festival, April 9
  - City Commission Meeting, April 11 at 4:00 pm
  - Planning Commission, April 12 at 4:30 pm
  - Sister City, April 14 at 7:00 pm (Civic Center)
  - Recreation Commission, April 18 at 5:30 (Community Center)

**TO:** City Commission  
**FROM:** David Dillner, City Manager  
**SUBJ:** Strategic Planning - Job Creation  
**DATE:** March 31, 2016

The City Commission desires to facilitate the creation of at least 100 new jobs by 2024. Jobs create many opportunities for a community and its residents, and invariably create tax base growth and revenue for local governments.

To accomplish this goal, questions must be raised and answered with broad input from the community. City staff does not have the knowledge and experience to adequately answer these questions to formulate effective solutions. Therefore, it is imperative that the City utilize local and regional partnerships to better understand the existing environment and strategies that would be useful in meeting this goal.

**Questions to answer:**

1. What do existing businesses need in order to thrive?
2. What local barriers exist that can be broken down to facilitate entrepreneurship and business opportunity?
3. What partnerships does the community need to grow to make real progress in this area?
4. What opportunities exist and how can the City help facilitate action to realize the maximum potential of these opportunities?
5. What actions is the City committed to taking to facilitate the creation of jobs?

Invert the problem: (*inverting a problem allows one to consider actions to avoid in order to reach a goal*) What actions would a community take to discourage or prevent entrepreneurial activity?

**Actions to consider:**

1. Conduct a Business Summit with various stakeholders to identify local barriers and pathways to assisting entrepreneurs at three distinct stages: starting up, running a business, and growing a business.
2. Leverage local and regional partners to allow a successful entrepreneurial ecosystem to grow and thrive.
3. Take a data-driven approach to better understand underlying dynamics that can be used to craft strategies that have a high probability of success.
4. Develop a business and technology hub to facilitate technology-oriented business opportunities and to assist entrepreneurs with business incubator services.

**Partners to invite to the discussion** (*non-exclusive*): Abilene Area Chamber of Commerce, Dickinson County Economic Development Corporation, Dickinson County, Unified School District No. 435, K-State University, K-State Center for the Advancement of Entrepreneurship, Salina Area Technical College, Manhattan Area Technical College, Kauffman Foundation, North Central Kansas Small Business Development Center, and North Central Regional Planning Commission.

**ORDINANCE NO. 3294**

**AN ORDINANCE AMENDING SECTIONS 5-311 AND 5-312 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS CONCERNING THE SALE OF FIREWORKS**

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

**SECTION ONE.** Section 5-311 of the City Code of the City of Abilene, Kansas is hereby amended as follows:

**5-311. SALE OF FIREWORKS**

(a) The retail sale of fireworks, which are defined as "Class C Fireworks", not including bottle rockets" by the Rules and Regulations of the Kansas State Fire Marshal, shall be permitted between the hours of 8:00 am to 10:00 pm on the days of ~~July 1~~ June 27 through July 4 each year by persons or organizations holding a valid, unrevoked permit issued by the City of Abilene, Kansas. The permit application fee shall be the sum of \$250.00. Such fee shall be paid to the City Clerk by cash, certified check or money order.

(b) Fireworks may only be sold in areas of the city zoned "C-1, Office and Service Business District," "C-2, Restricted Commercial District," "C-3, General Commercial District," "I-1, Light Industrial District," and "I-2, Heavy Industrial District." ~~(B-2) Neighborhood Commercial District, (B-3) Highway Business District, (B-4) General Commercial District, (I-1) Light Industrial District and (I-2) Heavy Industrial District.~~ No sale of Fireworks shall be permitted in areas zoned for residential use or in the "C-4, Central Business District." The Fire Chief, or his designee, and the building official shall approve all locations proposed for sale and storage of fireworks before a permit is issued.

(c) All applications for permits shall be reviewed by the Fire Chief, or his designee. Applications must be received no later than business days prior to the permit issuance date to allow the Fire Chief time to investigate. The Fire Chief must approve all applications before any license is issued by the City Clerk. As a condition of the City issuing a permit, the applicant shall provide proof of a sales tax number or an exemption certificate issued by the Kansas State Department of Revenue.

(d) Licensee shall hold the City harmless from and indemnify it against all claims of liability arising, in any way, from sale of fireworks. Licensee shall further secure and maintain in force a policy of comprehensive general liability with a combined single limit of \$1,000,000. A certificate evidencing such insurance shall be furnished to the City.

(e) The Fire Chief shall adopt administrative regulations, which may be amended from time to time, regarding the type of sale facility and all related safety/code requirements, which are hereby incorporated by reference.

(f) All licenses for sale of fireworks shall be renewed annually.

**SECTION TWO.** Section 5-312 of the City Code of the City of Abilene, Kansas is hereby amended as follows:

**5-312. POSSESSION AND DISCHARGE OF FIREWORKS**

- (a) Discharge of fireworks, which are defined as “Class C Fireworks, not including bottle rockets” by the Rules and Regulations of the Kansas State Fire Marshal, shall be permitted between the hours of 8:00 a.m. and 12:00 a.m., midnight, on the 3rd and 4th of July. Fireworks may be possessed June 27 ~~July 1~~ through July 4.
- (b) Fireworks may only be discharged in residential areas on private property, not within public rights-of-way including streets. Fireworks may not be discharged on business, commercial, industrial property or on public property. An officer observing reckless discharge of fireworks shall be authorized to confiscate all fireworks in the possession of the person recklessly discharging the same.
- (c) It is prohibited to discharge or use fireworks in a reckless manner which creates a risk of injury, death or damage to property.
- (d) The Fire Chief has the authority to ban the discharge or use of fireworks within the city limits due to weather conditions.

**SECTION TWO.** 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 11<sup>th</sup> day of April, 2016.

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

ATTEST:

\_\_\_\_\_  
Penny Soukup, CMC  
City Clerk

## ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is entered into this \_\_\_\_ day of April, 2016 (the “Effective Date”), by and between the City of Abilene, Kansas (“City”), and Thunderstruck, Inc. (“Company”).

### Recitals

A. The Company wishes to improve and locate its business in a building (“Facility”) located on the real estate commonly known as 401 Cottage Avenue, Abilene, Kansas, which is legally described on Exhibit A attached hereto (“Site”).

B. The Company plans to use the Facility for its business of manufacturing (“Business”).

C. The Company has advised the City that a contributing factor that would induce the Company to operate its Business in the Facility would be the making of an economic development incentive to defray a portion of the costs to be incurred by the Company as a consequence of developing and improving the Facility to meet its business needs.

D. The City has determined that the Company’s proposed Business will create additional permanent jobs, promote local economic development, and increase private capital investment in new plant and/or equipment, thus providing a direct economic benefit to the community.

E. The parties wish to enter into this Agreement to establish the terms and conditions of the grant to Company of certain City funds as an incentive for Company’s location of the Business within the Facility.

F. This Agreement is in furtherance of the City’s goal to promote local economic development and to stimulate business and commercial activity within the City.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions of Words and Terms.** Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

“*Real Property Taxes*” means the City’s share of the ad valorem taxes assessed by the Dickinson County Treasurer on the assessed value of the Site and the Facility, and timely paid by the Company to the Dickinson County Treasurer, for any calendar year during the Term of this Agreement. Real Property Taxes shall exclude ad valorem taxes levied by any governmental entity other than the City and special assessments levied by the City.

**“Grant Payments”** means the City’s payments hereunder in the amount of the annually-reducing percentage of the Real Property Taxes for the calendar years during the Term of this Agreement, as set forth below. The percentages of the Real Property Taxes that will constitute Grant Payments during each year of the Term are as follows:

<b>Year</b>	<b>Percentage</b>
2016	100%
2017	100%
2018	100%
2019	100%
2020	100%
2021	50%
2022	50%
2023	50%
2024	50%
2025	50%

2. **Term.** Unless earlier terminated as provided herein, this Agreement shall remain in effect from the Effective Date through December 31, 2025, plus the period of time after December 31, 2025 required for the City to receive the Real Property Taxes for 2025 and make any Grant Payment due to the Company for 2025 (“Term”).

3. **City’s Obligation.** Subject to the terms of this Agreement and the conditions of this Section, the City agrees to make Grant Payments to the Company. The City shall make Grant Payments to the Company within thirty (30) days after receipt of the Real Property Taxes from the Dickinson County Treasurer, but only to the extent that such Grant Payments are due hereunder, and not more frequently than twice per calendar year. The parties agree that the Grant Payments shall be made only from the Real Property Taxes received by the City, and the City shall have no obligation to pay or reimburse Company until funds are actually received from the Dickinson County Treasurer.

4. **Company’s Obligations.**

4.1. **Employment Requirements.** For each calendar year during the Term of this Agreement, the Company shall satisfy the following employment benchmarks with respect to its employees at the Facility (“Benchmarks”):

**(INSERT DESCRIPTION OF EMPLOYMENT REQUIREMENTS)**

Company shall notify the City, in writing, within ten (10) days of any change in Company’s Business that results in non-compliance with the Benchmarks.

4.2. **Reporting Requirements.** On or before January 30, 2017, and on or before each January 30<sup>th</sup> thereafter during the Term, the Company shall deliver to the City a written report (“Benchmark Report”) stating the number of full and part-time employees employed at the Facility by Company during the preceding calendar year, including reasonable details regarding

how many months such employees were employed, and the average number of employees per month in instances where there has been turnover during the year, together with any other information or documentation requested by the City to confirm the Company's compliance with the Benchmarks and this Agreement. The City shall have the right to examine, at any time and upon written notice to the Company, those records necessary to verify the correctness of the Benchmarks Report and the Company's compliance with the Benchmark requirements throughout the year.

4.3. Operation of Business. During the Term of this Agreement, the Company agrees to use the Facility for purposes of operating the Business. The Company shall operate and manage the Business in a first class manner, consistent with the operation and management of similar facilities.

4.4. Compliance with Laws. The Company shall observe and comply with all applicable laws, regulations, and rules of governmental agencies having jurisdiction.

4.5. Taxes. The Company shall pay when due all real estate taxes and assessments on the Site and Facility, and any other real property owned by the Company located within the corporate limits of the City of Abilene. Nothing herein shall be deemed to prohibit the Company from contesting the validity or amounts of any tax or assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto; provided, however, that the City may suspend all Grant Payments during any time that such real estate taxes and assessments remain unpaid. The Company shall promptly notify the City in writing of a protest of real estate taxes or assessments.

5. Access. During the Term, the Company acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the Facility, at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the operation of the Business. Nothing contained in this Section shall restrict or impede the right of the City to enter the Facility pursuant to any applicable laws.

6. Company Event of Default. The occurrence and continuance of any of the following events shall constitute an "Event of Default" hereunder:

- A. A default in the performance of any obligation or breach of any covenant or agreement of the Company in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of thirty (30) days after the City has delivered to the Company a written notice specifying such default or breach and requiring it to be remedied; or
- B. The Company shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against the Company in a court having jurisdiction and said petition is not dismissed within sixty (60) days, or the Company makes an assignment for the benefit of its creditors; or a

custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of the Company and such appointment is not dismissed within ninety (90) days; or any execution or attachment shall issue against the Company whereupon the Site, or any part thereof, or any interest therein of the Company under this Agreement, shall be taken and the same is not released prior to judicial sale thereunder.

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

- A. The City shall have the right to terminate this Agreement or terminate the Company's rights under this Agreement; or
- B. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Company as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Event of Default.

Upon termination of this Agreement for any reason, the City shall have no obligation to make any Grant Payments.

8. **Waiver.** The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Company shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

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

10. **Tax Implications.** The Company acknowledges and represents that (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Company any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Company is relying solely upon its own tax advisors in this regard.

11. **Non-appropriation.** The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. The Company acknowledges and agrees that this Agreement involves financial obligations spanning multiple fiscal years for the City, and it is

therefore 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, including payment of the Grant Payments, the City shall so notify the Company 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.

**12. 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: City Manager  
PO Box 519  
419 N. Broadway  
Abilene, KS 67410

COMPANY: Thunderstruck Bumpers, Inc.  
Attn: Casen Brown  
401 Cottage Avenue  
Abilene, KS 67410

**13. Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State 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.

**14. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**15. 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.

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

**17. 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.

**18. 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.

**COMPANY**

By: \_\_\_\_\_  
Name: Casen Brown  
Title: President

**CITY OF ABILENE, KANSAS**

By: \_\_\_\_\_  
Dennis P. Weishaar, Mayor

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Penny Soukup, CMC, City Clerk

Form: \_\_\_\_\_  
Aaron O. Martin, City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SITE**



**Abilene City Commission Minutes**  
**Abilene Public Library**  
**March 28, 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, Public Works Director Schrader, Parks & Recreation Director Foltz, Interim-Police Chief Mohn, Lieutenant Wilkins and Municipal Court Clerk Hoffman.

Others Present: Tyra Engelhaupt, Bruce Dale and Karla Riekeman.

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

**Consent Agenda**

4. Agenda Approval for the March 28, 2016 City Commission Meeting
5. Meeting Minutes: February 22, 2016, Regular Meeting
6. Declaration of twenty-six air packs, 1989 Ford L8000 Dump Truck, 1980 Big A Liquid Sludge Land Applicator Truck, and a 345 cu in. International Harvester Industrial Engine as surplus and authorizing sale by the City.
7. Appointment of Duane Schrag to the Heritage Commission to fill an unexpired term ending in May 2017.
8. Appointment of Robert Morando to the Economic Development Council to fill an unexpired term ending in May 2017.

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

**Public Comments and Communications**

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

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

There were no public comments or communications.

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

There were no declarations.

### **Proclamations and Recognition**

Interim-Police Chief Mohn introduced Rick Williams as the new Police Officer with the Abilene Police Department.

#### **11. March for Meals Proclamation**

Commissioner Shafer read the March for Meals Proclamation and presented it to Karla Riekeman, Senior Citizen Center Manager.

#### **12. Proclamation Honoring Vietnam Veterans**

Commissioner Ray read the Proclamation in Recognition of the Vietnam Veterans proclaiming March 29, 2016 as "Welcome Home Vietnam Veteran's Day".

#### **13. Abilene Runway Project Award**

City Manager Dillner said the completed 2015 Airport Runway Project was submitted to the Kansas Ready Mix Concrete Association and the City was awarded the 2015 Municipal Concrete Award for the project.

### **Public Hearings**

14. There were no public hearings.

### **Old Business**

15. There was no old business.

### **New Business**

**16. An Ordinance rezoning certain property located within the City of Abilene, Kansas from "R-3, Heavy Density Residential" to "C-4, Central Business District."**

City Manager Dillner presented information regarding the rezoning of 410 NW 4<sup>th</sup> from "R-3, Heavy Density Residential" to C-4, Central Business District" for the purpose of operating a restaurant.

Motion by Commissioner Marshall, seconded by Commissioner Payne to adopt Ordinance No. 3291 AN ORDINANCE REZONING CERTAIN REAL ESTATE PROPERTY LOCATED WITHIN THE CITY OF ABILENE, KANSAS FROM "R-3, HEAVY DENSITY RESIDENTIAL" TO "C-4, CENTRAL BUSINESS DISTRICT". Motion carried unanimously 5-0.

**17. 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.**

City Manager Dillner presented information regarding a text amendment to various sections of the Zoning Regulations which would allow, by Conditional Use Permit, the usage of electronic message centers in public districts.

Motion by Commissioner Ray, seconded by Commissioner Shafer to adopt Ordinance No. 3292 **AN ORDINANCE APPROVING A TEXT AMENDMENT TO ARTICLE 27 SECTIONS 27-401, 27-606, SECTION 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.** Motion carried unanimously 5-0.

**18. A Resolution approving a Professional Services Agreement with Varney and Associates, CPA, LLC for independent financial auditing services.**

City Manager Dillner presented information regarding a Professional Services Agreement with Varney and Associates, CPA, LLC for independent financial auditing services. Requests for proposals were sent out and five responses were received. This would be a five year agreement with Varney and Associates.

Motion by Commissioner Shafer, seconded by Commissioner Marshall to approve Resolution No. 032816-1 **A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH VARNEY AND ASSOCIATES, CPA, LLC FOR INDEPENDENT FINANCIAL SERVICES.** Motion carried unanimously 5-0.

**19. A Resolution approving a Designated Fund Agreement with the Community Foundation of Dickinson County, Inc. concerning Chisholm Trail festivities.**

City Manager Dillner presented information regarding a Designated Fund Agreement with the Community Foundation of Dickinson County which would allow people to donate money to the Chisholm Trail festivities. The funds would be held by the Community Foundation and the donor would be able to use the donation as a tax deduction.

Motion by Commissioner Marshall, seconded by Commissioner Payne to approve Resolution No. 032816-2 **A RESOLUTION APPROVING A DESIGNATED FUND AGREEMENT WITH THE COMMUNITY FOUNDATION OF DICKINSON COUNTY, INC. CONCERNING CHISHOLM TRAIL FESTIVITIES.** Motion carried unanimously 5-0.

**20. An Ordinance renewing and extending Ordinance No. 3054 to DS&O Rural Electric Cooperative Association, Inc., n/k/a DS&O Electric Cooperative, Inc. Granting an electric franchise including the right to construct, operate, and maintain electric transmission, distribution and street lighting facilities within the corporate limits of the city of Abilene, Kansas.**

City Manager Dillner presented information regarding an electric franchise with D S & O. The City currently has a franchise agreement with D S & O but we do not get franchise fees. This agreement would extend the current franchise agreement and create a 6% franchise fee for 20 years.

Motion by Commissioner Marshall, seconded by Commissioner Shafer to adopt Ordinance No. 3293 AN ORDINANCE RENEWING AND EXTENDING ORDINANCE NO. 3054 TO D. S. & O. RURAL ELECTRIC COOPERATIVE, ASSOCIATION, INC., N/K/A DS&O ELECTRIC COOPERATIVE, INC. GRANTING AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF ABILENE, KANSAS. Motion carried unanimously 5-0.

## Reports

### 21. City Manager Reports

The City Commission/City Department Head Retreat will be Tuesday, March 29<sup>th</sup> at 5:30 p.m. at the Venue.

The Star Bond Committee meets Tuesday, March 29<sup>th</sup> at 10:00 a.m.

The Eisenhower Marathon/Five Star Festival is April 9<sup>th</sup>. The festivities begin on Friday evening April 8<sup>th</sup>.

#### a. Expenditure Report

## Adjournment

### 22. Consideration of a motion to adjourn the March 28, 2016 City Commission meeting.

Motion by Commissioner Payne, 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