

**RESOLUTION NO. 022513-1**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE ABILENE AREA CHAMBER OF COMMERCE AND THE CITY OF ABILENE, KANSAS, CONCERNING THE SHARED USE OF THE CIVIC CENTER**

**WHEREAS**, the City and the Chamber propose to share office space located at the Civic Center to enhance opportunities for a collaborative relationship between the Convention and Visitors Bureau (“CVB”) and the Chamber;

**WHEREAS**, the City seeks to establish certain terms and conditions with respect to the use of such office space by the Chamber at the Civic Center; and

**WHEREAS**, the Convention and Visitors Bureau has reviewed the proposed Memorandum of Understanding and affirmatively recommended its approval to the City Commission.

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

**Section 1. Memorandum of Understanding.** That a Memorandum of Understanding with the Abilene Area Chamber of Commerce and the City of Abilene, Kansas, is hereby adopted as attached hereto as **Exhibit A.**

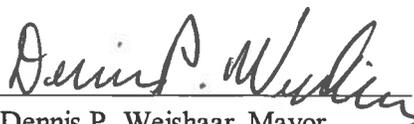
**Section 2. Implementation.** The Mayor is hereby authorized to execute the Memorandum of Understanding with the Abilene Area Chamber of Commerce and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

**Section 3. Effective Date.** That the effects of this Resolution shall be in full force after its approval by the City Commission.

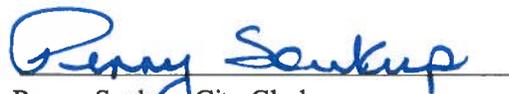
**PASSED AND APPROVED** by the Governing Body of the City of Abilene, Kansas this February 25, 2013.



**CITY OF ABILENE, KANSAS**

By:   
Dennis P. Weishaar, Mayor

ATTEST:

  
Penny Soukup, City Clerk

**EXHIBIT A**

**Memorandum of Understanding**

**City of Abilene, Kansas**

**and**

**Abilene Area Chamber of Commerce**

**(Shared Use of the Civic Center)**

**February 25, 2013**

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 25 day of February, 2013, between the Abilene Area Chamber of Commerce ("Chamber") and the City of Abilene, Kansas, a municipal corporation, (the "City") with respect to the facts and objectives set forth below.

### RECITALS

- A. The City and the Chamber propose to share office space located at the Civic Center to enhance opportunities for a collaborative relationship between the Convention and Visitors Bureau ("CVB") and the Chamber.
- B. The City seeks to establish certain terms and conditions with respect to the use of such office space by the Chamber at the Civic Center.

**NOW, THEREFORE**, in consideration of the foregoing, the City and the Chamber agree as follows:

1. Purpose. The purpose of this Agreement is to establish certain terms and conditions for the Chamber's shared use of office space at the Civic Center located at 201 NW Second Street in Abilene, Kansas.
2. Term. This Agreement shall become effective upon the approval and execution of both parties and shall remain in effect for two years. Following completion of the term, both parties agree to review the Agreement and negotiate amendments thereto in good faith. If no changes are necessary, the Agreement shall automatically renew each year on the Effective Date of the Agreement, unless either party elects to terminate the Agreement as provided herein. Both parties agree to periodically review this Agreement and make changes as may be necessary and appropriate for the continued partnership between the parties, except that both parties agree that the City Commission shall have the final approval on any proposed changes to this Agreement.
3. Termination. Either party may elect to terminate the Agreement at any time following the completion of the initial period by providing written notice of its intention to terminate said Agreement. Such written notice shall be provided to the other party sixty (60) days prior to effective date of any such termination of the Agreement.
4. Lease Payment. The Chamber agrees to pay to the City, One Hundred Eighty-Five Dollars (\$185.00) per month for use of said office space at the Civic Center during the first twelve months following the effective date of the Agreement. Following this initial period, the Chamber agrees to pay Five Hundred Dollars (\$500.00) per month to the City for use of said office space at the Civic Center. The proceeds of the lease payment shall be used for the operation and maintenance of the Civic Center, except that nothing shall limit the City Commission's ability to appropriate said funds as it deems appropriate. The Chamber may pay the Lease Payment on a monthly or annual basis. If paid on a monthly basis, all payments shall be remitted by the fifteenth day of the month; if annual, payments shall be remitted within thirty days of the Effective Date of this Agreement. All payments shall be remitted to the Finance Director of the City of Abilene at PO Box 519, Abilene, KS 67410.

5. Hours of Operation. The City operates the Civic Center during the hours of 8:00 am to 5:00 pm on weekdays. Additionally, the City uses the Civic Center for other meetings and activities on an as needed basis. The Chamber may use the Civic Center during the aforementioned hours of operation and other times as may be necessary, provided that the CVB and the Chamber shall coordinate dates and times for events and meetings to be held at the Civic Center to ensure that scheduling conflicts are prevented. Any use of the Civic Center outside of the aforementioned hours of operation shall be coordinated with the CVB Director, or designee.
6. Utilities. The parties agree that the cost of certain utilities and maintenance costs necessary to operate the Chamber's portion of the Civic Center, including electric, telephone, internet, natural gas, janitorial service and trash service shall be paid from the monthly lease payment remitted to the City by the Chamber.
7. Supplies. The Chamber agrees to purchase and insure all supplies and equipment necessary for its operations except as otherwise provided herein.
8. Building Modifications. The Chamber agrees to pay any and all costs associated with building modifications or the implementation of any operational changes that may be necessary to provide a working environment suitable for the CVB and Chamber to share the Civic Center. The Chamber may not make any modifications or alterations to the building or grounds without written permission from the City.
9. Relocation. The Chamber agrees that all costs associated with its relocation to the Civic Center shall be borne entirely by the Chamber.
10. Building Maintenance. The City agrees that all maintenance to the building and grounds of the Civic Center shall be provided and paid for by the City and that the Chamber shall have no role or responsibility thereto during the term of this Agreement.
11. Signage. The Chamber understands that the City will continue to permit off-site advertising signage at 500 N. Buckeye Avenue provided the Chamber continues to own said location. Should the Chamber elect to sell its property located at 500 N. Buckeye Avenue, the off-site advertising will no longer be permitted per Section 22 of the Zoning Regulations of the City of Abilene. The Chamber may not relocate signage from its 500 N. Buckeye Avenue location to the Civic Center without prior written approval from the governing body of the City.

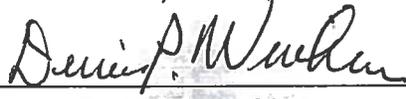
If the City approves the relocation of signage to the Civic Center, the Chamber agrees to pay all costs associated with such relocation, and the City shall be granted an annual contract to advertise on the Chamber Sign as per the terms and conditions of the standard Chamber Signage Contract, except that the contract shall be at no cost to the City. The Chamber Signage Contract with the City shall run coterminous with this Memorandum of Understanding.

The City agrees that it will consider revisions to its Zoning Regulations to allow for off-site advertising at another location, except that nothing in this Memorandum of Understanding shall obligate the governing body to approve any proposal for such signage.

12. Separate Entities. Nothing in this Agreement shall be construed in any way to create a single entity. Both the City and the Chamber agree that the CVB and the Chamber shall remain as separate entities. The Chamber shall remain an independent agency and shall be wholly responsible for its own operation, including personnel decisions, and finances. No employees of the Chamber shall be considered employees of the City. The Chamber agrees that it shall pay all costs associated with such personnel, including health benefits, life insurance, vacation and sick leave, etc. The Chamber agrees that it shall pay all costs associated with employee withholdings and workman's compensation coverage.
13. Transient Guest Tax. The Chamber agrees that no proceeds from the City's Transient Guest Tax may be used to fund the operation of the Chamber and that such proceeds are only authorized to fund tourism-related activities as defined by Charter Ordinance No. 15, and subsequent amendments thereto.
14. Lease Agreement. The Chamber understands that the City does not own the Civic Center, but that the City leases the facility from the Union Pacific Corporation ("Union Pacific"). Nothing in this Agreement shall, in any way, supersede the terms and conditions of the City's Lease Agreement with Union Pacific dated June 1, 1986 and amended May 25, 2006 ("UP Lease"). Should there be any conflicts between this Agreement and the UP Lease, the later shall be enforceable. Upon execution of this Agreement, the Chamber understands that it will not maintain any ownership in the physical premises of the Civic Center.
15. Insurance. The Chamber shall provide proof of Comprehensive General Liability Insurance coverage of at least \$1 million combined single per occurrence for bodily and personal injury or death, injury to or destruction of property. Such proof of insurance shall be provided to the City at the time the Chamber executes this Agreement and shall be reviewed and approved by the City Attorney. Additionally, the Chamber agrees to name the City as an "additional insured" on said insurance policy.
16. Communications. The Chamber agrees to participate in the implementation of the Economic Development Plan. The Chamber agrees to annually attend a meeting of the City Commission to provide an update on the Chamber's accomplishments for the year and planned activities for the upcoming year.
17. Indemnification. The Chamber, its Board of Directors, members, and any third-party representatives or other agents agree to hold the City harmless from and to indemnify City from any and all liability to third persons for any injuries to persons or property resulting from the Chamber's use of the Civic Center.
18. Amendments. This Agreement may be amended at any time with the mutual written consent and approval of the governing bodies of both parties.
19. Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the City and Chamber.
20. Transferability. The Chamber agrees that no rights contained herein may be transferred or assigned by Chamber and that such rights may only be transferred or assigned with the written consent of the City.

IN WITNESS WHEREOF, the City of Abilene, Kansas, and the Abilene Area Chamber of Commerce have caused this Memorandum of Understanding to be executed as of the day and year first above written.

**CITY OF ABILENE, KANSAS**

By:   
Dennis P. Weishaar, Mayor

**ABILENE AREA CHAMBER OF COMMERCE**

  
Kelly Cooper, Chair  
Abilene Area Chamber of Commerce

ATTEST:

  
Penny Soukup, City Clerk