

RESOLUTION NO. 032816-2

A RESOLUTION APPROVING A DESIGNATED FUND AGREEMENT WITH THE COMMUNITY FOUNDATION OF DICKINSON COUNTY, INC. CONCERNING CHISHOLM TRAIL FESTIVITIES

WHEREAS, the City Commission desires to enter into a Designated Fund Agreement ("Agreement") with the Community Foundation of Dickinson County, Inc. ("Foundation") for Chisholm Trail festivities.

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

SECTION ONE. Agreement. That an Agreement with Foundation is hereby adopted as attached hereto as Exhibit A.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

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

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

The seal of the City of Abilene, Kansas, is circular. It features a central image of a plow and a sheaf of wheat, symbolizing agriculture. The text "THE CITY OF ABILENE" is written around the top inner edge, and "SITE OF KANSAS" is written around the bottom inner edge. The word "ATTEST" is written vertically on the left side of the seal.
ATTEST

Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By: 
Dennis P. Weishaar, Mayor

EXHIBIT A

Designated Fund Agreement

Community Foundation of Dickinson County, Inc.

March 28, 2016

**THE COMMUNITY FOUNDATION OF DICKINSON COUNTY, INC.
DESIGNATED FUND AGREEMENT**

THIS AGREEMENT is made on March 28, 2016, by and between The Community Foundation of Dickinson County, Inc. (the "Foundation"), and the City of Abilene, Kansas (hereinafter referred to as the "Donor").

The Donor desires to create a charitable Designated Fund in the Foundation; and the Foundation is a nonprofit Kansas corporation exempt from taxation under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in section 170(b)(1)(A)(vi) of the Code, and is an appropriate institution within which to establish such a charitable endowment.

The Foundation is willing and able to create this expendable project fund as a Designated Fund, subject to the following terms and conditions:

1. **NAME OF THE FUND.** There is hereby established in the Foundation, and as a part thereof, a fund designated as the Chisholm Trail Fund (referred to as "the Fund") to receive and administer gifts, in whatever form of money or property.

2. **PURPOSE.** The primary purpose of the project Fund shall be to provide support to the promotion of the Chisholm Trail within the meaning of Code section 509(a)(1), or 509(a)(2), or 509 (a)(3) organization to carry out its role and mission as described by its governing documents.

3. **GIFTS.** The Donor transfers irrevocably to the Foundation the following property to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person whether an individual, corporation, trust, estate, or organization (hereinafter referred to as "Donor") may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Foundation.

Initial gift: \$0

4. **DISTRIBUTION.** Pursuant to the current spending policy, the annual earnings allocable to the Fund, net of the fees and expenses set forth in paragraph 11, and principal, may be committed, granted, or expended only for purposes described in Code section 170(c)(1) or (2)(B) to organizations described in Code section 509(a)(1), 509(a)(2), or 509 (a)(3); provided, however, that such purposes are consistent with the exempt status and purposes of the Foundation. If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a Donor's conditions or restrictions as to the use of the gift or income therefrom, these conditions or restrictions will be honored, subject, however, to the authority of the Foundation's Board of Directors (the "Board") to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Foundation or needs of the community served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code section 501(c)(3) status.

5. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Kansas laws and the Foundation's Articles of Incorporation and Bylaws. The Board shall monitor the distribution of the Fund to ensure it is used exclusively for charitable or other exempt purposes (within the meaning of Codes section 170(c)(1) or (2)(B)), and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9(e)(II)(v)(B).

The Board agrees to provide the Donor a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

6. CONDITIONS FOR ACCEPTANCE OF FUNDS. The Donor agrees and acknowledges that the establishment of the Fund is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and Bylaws of the Foundation as from time to time amended. The Fund shall at all times be subject to various terms and conditions concerning presumption of donor's intent; variance from donor's direction; and amendments agreed upon by the Foundation.

7. CONTINUITY. The fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable or other exempt purposes that: (a) are within the scope of the charitable or other exempt purposes of the Foundation's Articles of Incorporation; and, (b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

8. NOT A SEPARATE TRUST. The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as a separate trust; provided that for purposes of determining the share of the Foundation's earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of the Foundation shall be a percentage determined by dividing the gift to the Fund by the then value of the total assets of the Foundation. This percentage interest will be adjusted at the time of each addition to or reduction of the assets of the Foundation.

9. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.

10. INVESTMENT OF FUNDS. The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest, and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes.

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting,

transferring, or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

The Donor has executed this Agreement and the Foundation Board has approved it as indicated by the signatures below.

"Donor"

Dennis P. Weishaar
City of Abilene, Kansas Date
By: Dennis P. Weishaar, Mayor

"Foundation"

David Mills 5/13/16
The Community Foundation of Dickinson County, Inc. Date
By: David Mills, Board Chair
PAST

COMMUNITY FOUNDATION
OF DICKINSON COUNTY

For good. For ever.

The Community Foundation of Dickinson County, Inc.
Administrative Fees

Funds of The Community Foundation of Dickinson County, Inc., with the exception of scholarship and project funds, will be assessed an administrative fee. The administrative fee of 1.25% of the average monthly fund balance will be assessed quarterly at the close of each quarter.

Scholarships funds will be assessed an administrative fee. The administrative fee of 2.5% of the average monthly fund balance will be assessed quarterly at the close of each quarter. This change for scholarship funds will be effective July 1, 2014.

Gifts to project funds will be assessed a one-time 2% administrative fee when first placed with the Foundation. There is a minimum administrative fee of \$200.00 per project.

Approved by the Board of Directors on 02.10.06

Approved by the Board of Directors on 10.05.07

Approved by the Board of Directors on 12.13.13