A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS
   A resident may address the Council on subjects that are not on the Agenda. All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meetings Act, City Council members may not discuss or take action on any item that is not on the Agenda.

E) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
      a. Regular Meeting – September 8, 2015
   2. Appropriation Ordinance
      a. Ordinance #1960 - $182,156.22

F) ITEMS OF BUSINESS
   1. KPP- Presentation
   2. Donation Request- Circles
   3. GreenTown Donation- GreenTour Book
   4. Meadowlark – Formal Hearing Resolution
   5. Green Electric Sign Company Partnership
   6. Land Bank Policy
   7. Utility Disconnect Policy
   8. Swimming Pool Policies

G) CITY ATTORNEY’S REPORT

H) CITY ADMINISTRATOR’S REPORT

I) GOVERNING BODY COMMENTS

J) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

To be placed on future agendas please contact City Administrator Kyler Ludwig at administrator@greensburgks.org or call City Offices at 620-723-2751
Greensburg City Council  
September 8, 2015  
City Hall

A) CALL TO ORDER  
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on September 8, 2015.

B) PLEDGE OF ALLEGIANCE AND INVOCATION  
The Pledge of Allegiance was said. The invocation was given by Pastor Jeff Miller.

C) ROLL CALL & APPROVAL OF THE AGENDA  
Council present: Matt Christenson, Mark Trummel, Sandy Jungemann, Rick Schaffer, and Haley Kern. 
City Administrator Kyler Ludwig requested that business item G3 be removed from the agenda. Kern 
made a motion, seconded by Jungemann, to approve the agenda with the deletion of item G3. The 
motion passed 5-0.

D) CITIZEN COMMENTS  
Dixson welcomed citizens to the meeting and opened the floor for comments. Ruth Anne Wedel, 
representing the board of Greensburg GreenTown, advised that the GreenTown board had met the 
night before and decided to auction the Meadowlark House. Wedel has been in contact with several 
home inspectors. The board would like to have an expert opinion on the status of the structure. Wedel 
has an upcoming meeting with Scott Brown, Brown Auction & Real Estate.

E) RECOGNITIONS, PROCLAMATIONS, AWARDS, & NOMINATIONS  
1. Proclamation for Constitution Week (Sept. 17th through 23rd)  
Dixson explained that he had been contacted by the Daughters of the American Revolution and was 
asked to issue a proclamation proclaiming September 17-23, 2015 to be Constitution Week. Jungemann 
made a motion to allow Dixson to make such a proclamation. Kern seconded. Motion passed 5-0.

2. LKM Delegate Nomination  
The annual League of Kansas Municipalities Conference is slated for October 10th – 12th. Dixson asked if 
any Council Members would like to attend, to which there was no reply. Those interested are to notify 
Ludwig of their intention. Last year Administrator Truelove and Clerk Christy Pyatt represented the City.

F) CONSENT AGENDA  
Trummel made a motion, seconded by Jungemann, to approve the Consent Agenda as presented. The 
Motion passed 5-0.

G) ITEMS OF BUSINESS  
1. Meadowlark Home – Abatement Discussion  
Ludwig reminded Council of a motion made on June 1, 2015 to start the abatement process on property 
located at 409 S. Sycamore. Requesting an informal discussion on how the process would move 
forward, Ludwig presented a time line of the abatement process. Ludwig explained that the Council 
could vote to stop the abatement at any point during the process. Lien holders of the property have 
been notified by phone of city code violations that exist on the property and the abatement process. A 
formal notice will be served at a later date.

Ruth Anne Wedel and Carol Montgomery were present to represent the Greensburg GreenTown board, 
owners of the property. On June 1st, Interim City Administrator Jay Newton reported to Council that he
had spoken to GreenTown Director Daniel Wallach regarding the Meadowlark House. At that time, Wallach voiced that he was no longer interested in pursuing bringing the property into compliance with City Code and stated that it is the community’s problem. Wedel and Montgomery were unaware of the conversation and feel that there was a miscommunication, stating that Wallach is very involved with the project at this time.

Christenson asked for a time frame for holding an auction on the property, as mentioned by Wedel during “Citizen Comments”. Wedel stated that a contract has not yet been signed; however, Brown Auction does have Saturday, October 24, 2015 available. Christenson asked for clarification on the abatement process should the property exchange hands. City Attorney Gordon Stull stated that it would be appropriate to restart the process with a new owner, giving him/her time to bring the property into compliance. Council voiced concern that potential buyers may not be aware that an abatement process has been started. Stull explained that the realtor must disclose the abatement process to potential buyers. Council must publish a Resolution to abate the property, giving the community notice of the proceedings. Ludwig advised that Staff would treat structure abatements the same as they do weed nuisances, if the property comes under new ownership the abatement process starts over.

Discussion was held on additional time that has been provided to GreenTown since September 2013 to bring the property into compliance. Staff did not request action from Council at this time. As directed by Council, Staff will prepare a Resolution calling for a public hearing. The Resolution will be reviewed at the September 21st meeting which will allow GreenTown an opportunity to have the structure inspected and to set a date for an auction.

2. Incubator Space Remodel
Ludwig informed Council that a business has approached the City with interest in modifying space #119 of the business incubator to fit the needs of a proposed asian cuisine restaurant. The entrepreneurs want to partially lower the counter to allow customers to see the prepared food. Staff requested that a hood ventilation system be installed above the stove. Any changes made would be at the expense of the lessee, and the City would require them to return the space to its original condition prior to returning the deposit. Discussion was held on a procedure to cover costs of returning the space to its original condition, should the lessee be unable to afford the restoration. The space in question currently requires a deposit of $340. Council could consider modifying the standard incubator contract, requiring a larger deposit.

Trummel made a motion, seconded by Christenson, to approve the changes to the counter and approve the required hood ventilation system subject to approval by the City Administrator. The motion passed 5-0.

3. Arts Center Alcohol Permit
This business item was deleted from the agenda when it was approved this evening.

4. Lochner Supplemental Agreement – Airport
Ludwig has spoken to Tiffany Brown, Kansas Department of Transportation – Aviation Division, who has stated that it is unlikely Greensburg will receive KDOT grant funds in the near future for the construction of a new airport. Matt Jacobs at Lochner has prepared a proposal to using current grant funds to move forward with the grading of the parking lot, terminal area, and aircraft parking apron. KDOT has approved of the proposed use of funds. Staff will move forward with submittal of an airport grant
application later this week. KDOT has advised that they are moving away from 5 and 10% matching
grants to 25% grants.

Staff requested Council approve the supplemental agreement with Lochner to amend the agreement
made on May 6, 2013. Christenson made a motion to approve the $21,000 supplemental agreement.
Trummel seconded the motion, which passed 5-0.

5. Convene as Public Building Commission
   a. Architect RFP Business Park
The Council recessed at 6:41 p.m. and convened as the Public Building Commission. Staff has received
submittals from 4 firms, responding to an RFP for architectural services to design an industrial building
at the Greensburg Business Park. Staff recommended Council accept the proposal of GMCN from
Garden City. The GMCN proposal is lower in cost and provided reference of local experience with
Centera Bank and USD 422.

Trummel made a motion to approve the proposal from GMCN for architectural services related to a
industrial building to be constructed at the business park. Jungemann seconded Trummel’s motion. The
motion passed 5-0.

The Public Building Commission adjourned at 6:44 p.m.

6. Road Closure Request – September 10th
Council returned to open session. Ludwig presented a late submittal for a street closure on Thursday
September 10th from 8 p.m. to 11 p.m. The Twilight Theatre, in conjunction with USD 422, wishes to
present the movie “We Are Marshall” through outdoor projection placed in front of City Hall. The
request was submitted on September 4th, less than the 15 day minimum required by policy. Staff voiced
two concerns related to the request: 1) There are Junior High volleyball and football games scheduled
for that evening. Traffic from the ballgame would need to be diverted. 2) Loud speakers will be used
for audio. The street closure policy prevents loud speakers to be used when audible beyond the
designated event location. The noise may be a complaint particularly on a school night.

Staff recommended approval of the application from Twilight Theatre for a road closure on Thursday
September 10th. Jungemann made the motion, with a second from Kern. The motion passed 5-0.

H) CITY ATTORNEY’S REPORT
Stull stated that he has been discussing possible changes to the Land Bank Policy with Staff. The current
policy requires those donating property to obtain title insurance. Stull is considering a proposal to
amend the policy to allow legal staff to check the property for a clear title.

I) CITY ADMINISTRATOR’S REPORT
Ludwig presented a copy of a prepare City Administrator’s Report. The following topics were discussed
in the report:
   • Incubator: Staff has finalized the move of Emblazon to the corner location and the agreement
     with Great Plains Fluid Services. Carmen Renfrow has expressed interest in moving into Emblazon’s old
     rental space after they have fully moved out.
   • Airport: The grant application for FY2017 has been compiled, and staff will submit the
     application this week. Tiffany Brown from KDOT said it is unlikely that a new airport will receive any
     grant funding, but she does not want to discourage us from applying.
• **Homecoming Parade:** The Parade will be taking place on September 11th, with the street closure from 1:30 to 3:00pm. A few City vehicles will be participating as a way to show our support to the school, and our appreciation to the community.

• **State Fair:** Staff will be helping with the State Fair Booth from Friday the 11th through the 19th. Stacy Barnes and Sue Greenleaf will be working a majority of the time, with staff and community members filling in from 1-5pm daily.

• **County Economic Development:** A meeting was held on September 1st to discuss the retirement of Sue Greenleaf as the County Economic Development Director. Two County Commissioners, the County Economic Development Board, and representatives from the City discussed the future of the organization. A consensus was reached that each city will be responsible for taking calls from developers, and the City of Greensburg will take responsibility for the economic development phone line. Small businesses with a need for loan assistance will be referred back to the committee for assistance. Economic Development will not move forward with filling the director position at this time.

• **Land Bank:** The land bank was approached by an individual interested in donating their property, but they are reluctant to participate, because of the expense of title insurance. After discussions with City Attorney Gordon Stull staff feels that amendments to the Land Bank Policy may be beneficial to give the City more flexibility in dealing with land owners. Staff will be proposing an amendment to allow for our attorneys to review the property records as an alternative to using a title insurance firm.

A resident has expressed interest in purchasing one of our land bank properties. It is likely that council will be approached about the purchase of a residential property on September 21st.

• **Green Electric Company:** On February 2, 2015 Council approved a letter of intent describing our interest in a “Broad Arrow Advertising Sign”. I have met with Michael Blevins about the project, and will bring to council the options we have in continuing the agreement. Staff will likely recommend nullifying the agreement.

• **City Pool:** The pool is officially closed for the season. Staff will receive training from KC Gunite on how to winterize the pool on September 14th and 15th. A full review of City pool policies and finances will be prepared for the September 21st regular City Council Meeting.

• **Big Well:** We had approximately 1,765 visitors at the Big Well during the month of August. The sales total was $13,366 in August with an annual total of $91,813.45 for the year.

**J) GOVERNING BODY COMMENTS**
Dixson reminded everyone that the state fair begins on Friday. Those present were asked to contact Stacy Barnes if they would like to volunteer at the City’s booth in the Pride of Kansas Building.

**K) ADJOURNMENT**
With no additional items to come before the Council, Dixson declared the meeting adjourned at 6:55 p.m.

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Robert A. Dixson, Mayor

______________________________
Christy Pyatt, City Clerk
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**Paid Total:** 182,156.22

**Report Total:** 182,156.22
SEPT 21, 2015
F.1
KPP DISCUSSION

ATTACHMENTS PENDING

CITY OF GREENSBURG, KS
SEPT 21, 2015
F.2
Circles Donation Request

ATTACHMENTS PENDING
TO: Mayor and City Council
SUBJECT: GreenTown Donation- GreenTour Book
INITIATED BY: City Administrator, Kyler Ludwig

Background:
On September 8th at the Tourism Board Meeting a motion was made to donate $5,000 to the GreenTown organization in exchange for the copyrights to the GreenTown GreenTour Book and 2,280 copies of the publication copyrighted in 2012 by Greensburg GreenTown. The motion carried 4-2 (Haley Kern, Jeanine Hassiepen, Sue Greenleaf, and Jennifer Greenleaf in favor. Aaron Zadina and Grant Neuhold opposed). The donation would be given in two payments one in 2015 and the second in 2016.

Analysis:
In exchange for the $5,000 donation to GreenTown the City would receive the copyright to the GreenTour Book. The Tourism Board wants to donate the funds to GreenTown because the books have information about the sustainable construction in Greensburg. The books could be given out to individuals visiting town.

GreenTour Book Content Description
1 page describing Greensburg’s history
2 pages describing GreenTown’s organization
26 pages describing sustainable development in Greensburg (1 sponsored page)
27 pages of sold advertisement
Other pages include a blank notes page, application to become a member of GreenTown, index/table of contents, information on LEED certification, and the information on the Meadowlark Design (Passive House)

A request was submitted on September 16th to GreenTown asking for the printing price paid per book, and estimates on profits from ad space. GreenTown was unable to provide this information because of other commitments. Based on estimates derived from ad pricing that the City paid for in the book more than $20,000 was sold in ad space, and additional revenues were collected from selling the book to visitors (~$6.00 each).

It is important that the City ensures that the individual agreeing to the transaction has the authorization from the GreenTown Board to give out the copyright.

Financial:
Paid for out of the City’s tourism budget in 2015 and 2016.

Legal Considerations:
An agreement for the copyright has been prepared by City Attorney Gordon Stull if the City Council wishes to pursue this agreement.

Recommendations/Actions: It is recommended the City Council:
Respond to the motion made by the Tourism Board by approving or denying the $5,000 donation to the GreenTown organization.

**Attachments:**
Exhibit A: Agreement for copyright, Exhibit B: Donation Invoice from GreenTown
ASSIGNMENT OF COPYRIGHT

This Agreement is made between the CITY OF GREENSBURG, KANSAS, (“City”) and GREENSBURG GREENTOWN, INC., (“Greentown”), whose address is 402 S. Sycamore St., Greensburg, Kansas 67054 the sole creator and owner of the Green Tour Book in digital or print versions (the “Work”) and holds the complete and undivided copyright interest to the Work.

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, Greentown and City agree as follows:

1. Greentown does hereby sell, assign, and transfer to City, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

2. Greentown agrees to execute all papers and take all actions as City may deem necessary to secure for City or its designee the rights herein assigned.

3. Greentown represents and warrants it is the owner of the Work and the copyright interests hereby assigned free and clear of liens or encumbrances or the claims of any other party and has the lawful right to make this assignment.

4. Greentown agrees that upon the signing of this Assignment by the parties and receipt of the agreed upon payment, it will deliver the copyright materials to City and cease using the Work thereafter.
In witness whereof, the parties have executed this Agreement effective this ___ day of __________________, 2015.

Greensburg Greentown, Inc.                                          The City of Greensburg, Kansas

BY:_______________________________ __________________________________________
    Wylan Fleener, President  BY:______________________________________

Title:  City Administrator

Date:_____________________________________


Greensburg GreenTown

Green Tour Books

38 cases of 60 books each 2,280 Books
$2 each
$4,560.00

Book Digital File $300

$4,860.00 Total
TO: Mayor and City Council
SUBJECT: Meadowlark Formal Hearing Resolution- 409 S. Sycamore
INITIATED BY: City Council
PREPARED BY: City Administrator, Kyler Ludwig

Background:

On June 1, 2015 the City Council discussed the property at 409 S. Sycamore, and made a motion to start the abatement process. On September 8, 2015 staff presented a timeline for the process which included passing a resolution on September 21, 2015 notifying interested parties of a formal hearing.

Analysis:

The proposed resolution calls for a hearing on Monday November 16, 2015 at 6:00pm. If passed, the resolution will be published two times (Sept 30 & Oct 7). A minimum of 30 days must pass between the last publication and the date set for the hearing. Staff will also send a copy of the resolution by certified mail within three days of the first publication to all lien holders and to the occupant (GreenTown, Centera, Diamond Roofing, Kiowa County).

On November 16, 2015 the governing will hear from stakeholders of the property, and pass a resolution directing the owner on what structures need to be repaired or removed. In that resolution a reasonable time will be provided to fix the property.

Financial:

The City will publish the resolution two times, and send a citified letter to the stakeholders.

Legal Considerations:

Resolution approved as to form.

Recommendations/Actions: It is recommended the City Council:

Approve the resolution notifying stakeholders of a formal hearing discussing blight of the property located at 409 S. Sycamore.

Attachments: Exhibit A: Draft Resolution
RESOLUTION NO. 2015-__

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREENSBURG.

WHEREAS, the governing body of the City of Greensburg, Kansas, is charged with the responsibility of enforcing Chapter VIII, Article 7 of the City Code; and

WHEREAS, Chapter VIII, Article 7 of the City Code provides the City with the authority to order to correct and/or repair, remove or demolish a blighted premises; and

WHEREAS, the Public Officer has inspected and determined a blighted premise exists on The South Half of Lot One (1) and all of Lot Two (2) except the North Twelve (12) feet and South Twenty-two (22) feet of Lot Two (2) Block Seven (7) in County Clerk’s Allotment of Kingman, Pratt and Western Right-of-way in the City of Greensburg, Kiowa County, Kansas, more commonly known as 409 South Sycamore, and

WHEREAS, under City Code Section 8-712 it is the right of the governing body to adopt a resolution fixing a time and place at which the owner, the owners’ agent, any lien holder of record, and any occupant of any such structure may appear and show cause why the structure should not be condemned and ordered repaired or demolished;

NOW, THEREFORE, be it resolved by the governing body that a hearing shall be held on November 16, 2015 at 6:00p.m. during the regular City Council meeting at which time the owner of the above described property, the owner’s agent, any lien holder of record, and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired or demolished; and

BE IT FURTHER RESOLVED, that this Resolution shall be published once each week for two consecutive weeks on the same day of each week and that a copy of this resolution shall be mailed by certified mail within three days after its first publication to each owner, agent, lien holder and occupant at the last known place of residence and shall be marked “deliver to addressee only”.

This Resolution is approved and adopted this _____ day of ______, 2015, and it shall be effective upon publication in the official newspaper.

_______________________________
ROBERT A. DIXSON, Mayor

ATTEST:

__________________________________
CHRISTY PYATT, City Clerk
TO: Mayor and City Council
SUBJECT: Green Sign Company Agreement
INITIATED BY: City Administrator, Kyler Ludwig

Background:
On February 2, 2015 the City Council voted 3-1 to approve a letter of intent (LOI) with The Green Electric Company (GEC). The LOI described an agreement to create an Indiegogo campaign for a wind-powered billboard sign. The campaign was set to collect between $150,000 and $225,000 through crowd-funding. GEC created a press release and video for the campaign, and have asked staff to provide incentives that the City would be willing to contribute. GEC is also interested in contacts for potential donors in the community.

Analysis:
After discussions with Mike Blevins of GEC staff has concerns about allowing a private company to solicit donations on behalf of the City.

Indiegogo campaigns have a success rate under 10%, and campaigns seeking more than $100,000 have a success rate less than 1%. According to Indiegogo’s terms and conditions “Indiegogo does not represent that Campaign Owners will deliver Perks or that Contributions will be used as described in the Campaign.” Following a failed crowd-funding campaign GEC would be able to hold onto the donated funds until the full amount is raised (after Indiegogo takes a 4% cut).

If the Governing Body would like to pursue the agreement the City can providing donation incentives (“perks”) at our own cost, or GEC has suggested that we increase the goal and pay for incentives with the funds collected.

Financial:
Currently the City has no financial obligations to the campaign or to GEC.

Recommendations/Actions: It is recommended the City Council:

Authorize staff to send written notice terminating our agreement with The Green Electric Company.

Attachments: Exhibit A: Council Minutes 2.2.15, Exhibit B: LOI with GEC, Exhibit C Draft Press Release
Greensburg City Council
February 2, 2015
City Hall

Item 1: Opening Session
Call to Order; Pledge of Allegiance; Invocation; Roll Call
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on February 2, 2015. The Pledge of Allegiance was said. The invocation was given by Pastor Terry Mayhew. Council present: Matt Christenson, Mark Trummel, Sandy Jungemann, and Rick Schaffer. Haley Kern was absent.

Additions/Deletions to the Agenda
There were no additions or deletions to the agenda. Trummel made a motion to approve the agenda as presented. Christenson seconded. Motion passed 4-0.

Mayor's Report
Dixson reported that he, his wife, and County Commissioner Ron Freeman all attended the ITC Recognition Dinner in Dodge City January 26th. The City received a framed certificate and commemorative ITC metal plate.

Council Member's Report
There was no report from Council.

City Administrator Comments
City Administrator Ed Truelove advised Council of the following:

- On Council’s desk was a copy of the January Big Well Sales report.
- The pool floor has been completed, and the foundation has been poured for the bathhouse. The next construction meeting will be this Thursday, at the site.

Trummel asked where Staff was at with abatements that had been previously discussed. Truelove explained that Staff continues to monitor the Meadowlark House (Greensburg GreenTown). He reported that he, Dixson, Stacy Barnes, and Sue Greenleaf had met with GreenTown last week and will have continued discussions with them about the status of the property. Truelove also reported that he was made aware that the property at 504 S. Cherry (previously ordered to be abated) may be coming under new ownership. The structure on the property has been sealed up and the broken glass removed. Trummel stated that he had spoken to the individual interested in purchasing the property. No deed has been transferred as of January 31st. The individual stated that he was in possession of a structural engineer’s report, obtained by the current owner, which states that the structure is sound. Trummel encouraged the individual to visit with Truelove about the property.

Item 2: Public Comment
Dixson welcomed those in attendance and opened the meeting to public comment. There were no comments from the public.

Item 3: Consent Agenda
Trummel made a motion, seconded by Jungemann, to approve the consent agenda as presented. Motion passed 4-0.
Item 4: Items of Business
A. Consider Ordinance 1062, amending general provisions for consumption on public property and codes regulating alcoholic liquor.
Truelove introduced proposed Ordinance 1062 by reminding Council that the topic had been on the January 5th and January 20th agendas. The proposed Ordinance eliminates the occupational tax on liquor sales; requires the City Clerk to notify the Chief of Police of any approved events held on public property at which alcoholic beverages will be served; and removes repetitive verbage from that section of the current code. Businesses wanting to sell liquor will still need to obtain the required State License. Businesses selling 3.2 alcohol must still acquire a City permit. Jungemann mace a motion to approve Ordinance 1062. Christensen seconded. Dixon called for a roll call vote. Christensen: yes; Trummel: yes; Jungemann: yes; Schaffer: yes; Kern: absent. Motion passed 4-0.

B. Consider providing utility support (water and electric) for the Lewellen Amusements event May 17-24, 2015.
Truelove has been approached by Jeff and Alesa Miller, Lighthouse Worship Center, about the church hosting Lewellen Amusements for a carnival to be held on private property on May 21st – 24th. The event will be a fundraiser for the church and provide additional entertainment options for the Memorial Day weekend. The Millers have asked the City to donate electricity and water for the time period that the crew will be on site for preparation and the event itself (May 17th – 24th). Truelove has visited a proposed site with Utility Superintendent Mick Kendall. Electricity to the site would be easily provided; however, Kendall felt that water to the site may be a problem. Truelove believes that the cost of utilities for the event will be minimal and that the event will be positive for the community. The Millers first approached the County Commissioners about utilizing the county fairgrounds for the event, but the Commission declined, due to lack of space and parking for both the carnival and the Rodeo that will be occurring. Truelove recommended approval of the request. The Millers confirmed that the large carnival rides use generators for their power, thus reducing consumption of City power. Trummel made a motion to approve the request, seconded by Jungemann. Motion passed 4-0.

C. Consider approving a Letter of Intent (LOI) with Green Electric Company for the donation of a Broad Arrow advertising sign.
Truelove reminded Council that the Green Electric Company would like to utilize a crowd funding campaign to provide a Broad Arrow advertising sign for the City. Truelove has been in contact with Michael Blevins of Green Electric Company. Legal Council for both entities have reviewed and made changes to the proposed LOI. Included in the agreement are terms for support of the sign. Two years of parts and labor would be included in the warranty, along with three additional years of remote technical support. The required, annual, ring bearing inspection is not covered under the warranty; however, Green Electric will train a local employee to do the inspections. Green Electric reports that there will be no operational or maintenance costs. Truelove gave specifics on the life of the equipment. Of note, the LED lighting has a lifespan of 11 years of constant use. The sign is designed to produce more energy than it uses. A more formal partnership agreement will be offered should the crowd funding campaign be successful. An exact location for the sign has not been determined. Current zoning does not allow for billboard signs in city limits; however, the City is exempt from this regulation. Truelove offered the possibilities of utilizing the business park or obtaining a ground lease to place the sign outside of City limits.

Trummel requested confirmation of the stop date on crowd funding. According to the LOI, the contract performance clause will be reviewed for completion on September 1, 2015. Dixon confirmed that
there is no cost share in the project. Trummel made a motion to approve the LOI as presented. Jungemann seconded. Motion passed 3-1 (Schaffer voting against).

D. Consider an electrical sign maintenance agreement between the City and Luminous Neon Inc. for the Community LED sign.
Included in the meeting packet was a Luminous Neon electrical sign maintenance agreement renewal for the community LED sign at the Incubator. The cost of the agreement reflects an increase of $7.25 and is a 2 year contract. Discussion was held on whether or not it would be cheaper to not have a contract and call Luminous Neon as needed. Jungemann and Truelove spoke to the effectiveness of preventative maintenance and not having a large, unplanned expenditure should the equipment fail and need to be repaired. Christenson views maintenance agreements as insurance for the technology and appreciates the ability to have a budget for maintenance. Truelove was asked to gather additional information about past maintenance calls and repairs and bring it to the next meeting. Trummel made a motion to table the discussion until the next Council meeting. Christenson seconded. Motion passed 4-0.

E. Receive a brief on Animal Control and the pet registration clinic scheduled for February 27th.
Included in the meeting packet was information from Chief Alvarez regarding pet registration and a pet clinic to be held February 27th, hosted by the City and local vet clinic. Truelove reported that in 2014 only 1 cat and 20 dogs (13 of those being City employee pets) were registered. Staff will focus more this year on educating the public on animal registration and the importance of animals receiving the rabies vaccination, from a public safety standpoint. Alvarez will offer a 2 year animal registration this year, so that city registration matches the renewal date for a rabies vaccination. Pet owners will receive a one year tag this year. Alvarez will locate the owner next year to give them the 2016 tag. Increased registration will also make it easier for pets found loose to be returned to their owner, without having to be impounded.

F. Establish a date in March for a Council Planning Session.
Truelove requested that Council consider setting a date in March for a long range planning session. Offering several suggestions, those present voiced a preference for March 30th at 6 p.m. Truelove will request a formal call for the session on the next agenda, allowing Council to check their calendars and for Kern to offer her recommendation.

Item 5: City Attorney’s Report
There was no report from the City Attorney.

Item 6: Executive Session
Truelove requested 5 minutes executive session, non-elected personnel. Trummel made a motion to go into executive session until 6:50 p.m. Jungemann seconded. Motion passed 4-0.

Item 7: Adjournment
Dixon called the meeting back in open session at 6:50 p.m. With nothing further to discuss, the meeting was declared adjourned.
January 19, 2015

Mike Blevins
President
The Green Electric Company
Michael.blevins@gecwind.com

Re: Letter of Intent

Dear Mr. Blevins:

This letter is to follow up and confirm tentative agreements reached between the City and Green Electric Company regarding the location of a Green Electric Company Broad Arrow sign that is powered by solar and wind energy. The City has indicated to GEC that it is interested in a Broad Arrow sign being installed in the City but that it is not a budgeted item for the City so there are financial and legal restrictions preventing the City from acquiring the sign at the present time. GEC has indicated a willingness to acquire financing for the purchase and installation of the Broad Arrow sign through the solicitation of donations from crowd funding sources. The City has agreed that if sufficient financial support is obtained by GEC for the purchase and installation of the sign within the City that the City will cooperate in that project.

The City is excited about the possibility of being able to obtain a Broad Arrow sign in the furtherance and recognition of the City of Greensburg’s commitment to building their community as environmentally sustainable. With this in mind by this letter the City acknowledges the tentative agreements which have been reached between GEC and the City so that the project and funding may go forward. The City’s understanding of the tentative agreement is as follows:

1. The City understands that GEC will attempt to acquire donated funds for the purchase and installation of the Broad Arrow (BA) sign through “crowd funding” sources. GEC shall have the discretion to accept corporate donation’s in addition to funding through “crowd funding” to reach funding goals and in consultation with the city may provide some incentive to said donors i.e. Corporate logo on BA. In connection therewith the City gives consent to this effort and use of its name in connection therewith, provided the City shall have prior review of any matter that is to be posted on the internet with respect to this effort and shall have the right to approve, modify or disapprove any solicitation or language contained therein. At all times all such crowd funding shall be acknowledged to be done by and for the purpose and benefit of the City of Greensburg, Kansas in relation to the sign and all funding obtained through that process shall be utilized solely for the accomplishment of this agreement. GEC estimates funding necessary for the purchase, operation, maintenance and installation and presentment is bifurcated in that GEC will provide at minimum the 3kW Broad Arrow at a funding of $150,000.00
but at all times is hoping that a figure of $225,000.00 will be raised so that GEC may present a 10wK BA to the City. Any funding in excess thereof shall be returned to donors or delivered to Greensburg for other uses with the consent of the donors. If sufficient funding is obtained GEC will immediately terminate any further or additional crowd funding efforts related to the City of Greensburg.

2. If sufficient funding is obtained by GEC the City shall provide a suitable location acceptable to GEC for the sign. Public relations rights and promotional matters regarding all future sales of BA will not be inhibited by the City but will remain the inherent rights of the patented BA by GEC.

3. GEC agrees that in the event the sign is acquired and installed that the normal GEC warranty for the sign for two year parts and labor and three additional years of remote technical support shall apply. GEC shall train a designated City employee regarding the use and operation of the sign. GEC reserves the right, for two years, to have its personnel, with timely notice, perform tests or observation for purpose of increasing “product efficiency, advancements and adaptability”. Such GEC interfacing shall not be unreasonably withheld by the City.

4. The City and GEC will be responsible for and bear all their own respective costs incurred at any time in connection with pursuit or consummation of the transaction contemplated in this letter. The City and GEC will cooperate with each other and proceed without unnecessary delay to complete the crowd funding and the purchase and installation of the sign thereafter.

5. In consideration of the time which is reasonable to bring to fruition the various components of this venture i.e. agreement signed, proposed fund raising material and related approval of the parties, actual application period, commencement of ordering for shipping BA materials to Greensburg, site location and approval by the parties, site preparation, permits, foreseeable delays (Kansas weather, some parts from China) assembling engineers for construction and software completion and trial run and lastly scheduling formal presentation to Greensburg city fathers with National recognition, the time calculated by GEC is September 1, 2015 which hereby is the date the contract performance clause will be reviewed for completion.

6. The provisions of this letter are intended only as an expression of intent on behalf of the City and GEC and are not intended to be legally binding on the City and GEC and are expressly subject to the execution of a mutually acceptable final agreement after completion of funding and subject to approval of the governing body of the City and GEC. Until said final agreement this agreement may be terminated by either party unilaterally with or without cause in writing to the other party.
7. This letter constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, representations, warranties, course of conduct and dealings between the parties on the subject matter hereof. This letter may be amended or modified only in writing that is executed by all of the parties.

8. This letter may be executed in one or more counterparts, each of which will be deemed to be an original of this letter and all of which when taken together will be deemed to constitute one and the same letter.

9. In the event of a dispute between GEC and City arising out of this Agreement which is not mutually resolved, the parties shall submit the dispute to binding arbitration pursuant to the Uniform Arbitration Act of Kansas, K.S.A. 5-401 et seq. To initiate arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by the Judge of the District Court of Kiowa County, Kansas, upon written application of the parties. The arbitration hearing will take place at Greensburg, Kansas. The arbitration award or decision shall be binding on the parties and may be entered as a judgment in the District Court of Kiowa County, Kansas. Each party shall bear their own attorney fees, costs and expenses of arbitration. This Agreement is governed by and shall be interpreted in accordance of the laws of the State of Kansas.
arbitration, either party shall notify the other in writing of the specific issues in dispute and the parties shall then have twenty (20) days to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected by the Judge of the District Court of Kiowa County, Kansas, upon written application of the parties. The arbitration hearing will take place at Greensburg, Kansas. The arbitration award or decision shall be binding on the parties and may be entered as a judgment in the District Court of Kiowa County, Kansas. Each party shall bear their own attorney fees, costs and expenses of arbitration. This Agreement is governed by and shall be interpreted in accordance of the laws of the State of Kansas.

10. The terms of this agreement shall be governed by the laws of the State of Kansas.

CITY OF GREENSBURG, KANSAS

BY: ________________________________

Name: Robert A. Dixson
Title: Mayor

ATTEST:

_______________________________
Christy Pyatt, City Clerk

THE GREEN ELECTRIC COMPANY

BY: ________________________________

Name: Michael Blevins
Title: President
FOR IMMEDIATE RELEASE

Greensburg, Kansas Wind and Solar Powered Welcome Sign Project

Greensburg, KS – July 1st, 2015 - On May 4th, 2007 Greensburg, Kansas was devastated by an EF5 tornado. When the stoic towns people of Greensburg chose to rebuild they made the decision to rebuild in the most sustainable ways possible. Many of their buildings are LEED certified and all of Greensburg’s power comes from a nearby wind farm.

Greensburg wants to install the Broad Arrow, a cutting edge wind and solar renewable energy and marketing platform as the welcome sign on U.S. Highway 54 as you enter the city. This unique sign will further illustrate Greensburg’s commitment to renewable energy and sustainability, as it generates additional clean energy.

Greensburg has partnered with The Green Electric Company (www.gecwind.com), the innovative U.S. based manufacturing company that developed the Broad Arrow. GEC has offices in Boston, MA and Bozeman, MT.

The citizens of Greensburg need your generous support to help them commemorate the way they are changing their families’ futures, while setting a new benchmark for sustainable living globally. To fund this initiative they are launching a crowdfunding campaign on Indiegogo on July 10th, 2015. They need to raise $150,000 and are offering various gifts, rewards and perks in recognition of donations. Please logon to http://igg.me/at/greensburgwelcomesign to support this unique project.

Promo Video Link - https://youtu.be/Gz2gaJrgsyzw

Contact:
Michael Blevins
President & Co-Founder
The Green Electric Company
406.539.5887
michael.blevins@gecwind.com
www.gecwind.com
TO: Mayor and City Council
SUBJECT: Land Bank Policy
INITIATED BY: City Administrator, Kyler Ludwig

Background:
The City’s current Land Bank Policy requires that an owner donating a property to the Land Bank pays for all title report fees. Requiring the owner to pay for title insurance may prevent valuable properties from entering the land bank. City Attorney Gordon Stull has proposed an amendment to the Land Bank Policy to allow for the Land Bank to waive title report fees, and to use means beyond title insurance to report on the title.

Analysis:
The amendment provided will allow for the land bank to waive the cost of title reporting which may be done through title insurance, attorney title option or other means approved by the Land Bank. The amendment allows for greater flexibility in accepting properties as donations.

Financial:
Costs for title clearance will be reviewed individually by the Land Bank.

Recommendations/Actions: It is recommended the City Council:
Approve the amendment to the Land Bank Policy.

Attachments: Exhibit A: Land Bank Policy, Exhibit B: Land Bank Donors of Property Amendment.
Land Bank Policy

Mission Statement:

The Goal of the Greensburg Land Bank is to return tax delinquent property to productive use that benefits the community. When considering proposals to the Land Bank, preference will be given to projects that support home ownership, improve neighborhoods and otherwise advance the economic and social interests of the City of Greensburg, Kansas, and its residents.

Conditions set on Land Bank Properties

The Governing Body of the City of Greensburg serves in the capacity of the Land Bank Board of Trustees and makes all final decisions on Land Bank property conveyances.

The Land Bank Board of Trustees will annually, and as needed, identify development areas which are actively being developed. Any Land Bank properties in these particular geographical areas will be held for the developer(s) for that area. Any Land Bank parcels in actively developed areas will be marked as “not available for purchase” in the Land Bank published inventory list.

Land is conveyed with no guarantee as to quality or content, subject to covenants stated in the Land Bank Deed. Any parcel failing to meet requirements listed in the Deed may be subject to reversion to the Land Bank. Applicants will forfeit any funds spent on the property.

The Land Bank Board of Trustees may set a different minimum price on any Land Bank Property and may set a minimum price on commercial/industrial zoned properties and those containing structures.

Gift in Lieu of Judicial Foreclosure Process - the Land Bank Board of Trustees reserves the right to accept or reject gifts. Persons gifting will be responsible for title report fees. Prior to accepting the property, the Land Bank will take reasonable steps to assure it is acquiring suitable title to the property so it can be used successfully for Land Bank purposes.

Persons gifting property to the Land Bank may request confirmation or receipt from the Land Bank as to the property value for tax deductible contribution purposes. Such value statement shall use the County Fair Market Value Appraisal. If desired, a third party, independent appraisal
can be obtained at the applicant's expense subject to Land Bank approval.

All Land Bank fees may be waived for Community Development Corporations (CDC) or Community Housing Development Organizations (CHDO).

The Land Bank Board of Trustees reserves the right to accept or reject any or all proposals without cause.

The Land Bank may aggregate and sell land for use as community parking. If an applicant wishes to purchase property for mixed uses business parking, it must state that intent on the application. Only parking that is for the benefit of community improvement will be considered by the Land Bank. Once the Land Bank parcel is conveyed for community parking, the owner will be responsible for the upkeep of the improved paved surface.

When completed proposals are accepted by the Land Bank, a review and recommendations of the proposal is completed by City staff.

Applicant’s proposals are forwarded with recommendations to the Land Bank Board of Trustees.

The City staff, 30 days prior to the sale or transfer of any property owned by the Land Bank, will publish in the official City newspaper a notice announcing such sale. At the time of publishing such notice, the Land Bank staff will notify adjacent property owners of the pending property available for sale.

**CDC/CHDO Emergency Economic Recovery Program**

1. Land Bank accepts the return of properties from CDC/CHDO per their written request.
2. At CDC/CHDO discretion, Land Bank and CDC/CHDO execute a written contract whereby CDC/CHDO has the exclusive option to repurchase the property for expenses incurred by Land Bank.
   a) Option is for a one year period, subject to two additional, mutually agreed, one year renewals.
   b) Whether the Land Bank will renew the option will be considered as part of the annual review of areas of actively developed properties.
   c) Consideration for the option is that the CDC/CHDO maintain the property, at its expense, in compliance with all codes and ordinances.
   d) CDC/CHDO has 10 days after written notice from Land Bank to cure any code or ordinance violations. Failure to timely do so terminates the option.
3. CDC/CHDO may exercise the option to repurchase at any time during an option period.
4. All other Land Bank Policies apply to these properties.
Conditions for Applicants Prior to Purchase of Land Bank Property:

Applicant must not be delinquent on any licenses or taxes in Kiowa County. (For these purposes, participation with the City of Greensburg or Kiowa County Payment Plan(s) constitutes delinquency).

Applicant must not have a history of code enforcement violations at properties they own or not have any outstanding violations. A history of 3 notices to appear in court for code violations in the previous calendar year or 5 notices to appear in court for code violations in the past 3 calendar years will make an individual ineligible to apply.

Conditions for Applicants After Purchase of Land Bank Property:

All applicants’ property must be properly maintained with no notices to appear in court for code violations.

Applicant must not be delinquent on any licenses or taxes in Kiowa County.

Failure to comply with the above requirements will render the land owner ineligible for future Land Bank opportunities or Economic Incentives from the City of Greensburg.

Land Bank Procedures

- Non-buildable lots will generally be sold for $100.
- Buildable lots/parcels will be generally sold for $300. Buildable residential properties are generally those with over 70 foot frontage.
- Buildable lots for non-buildable purposes (yard expansion, parking, play ground area etc...) are sold for $10.00 per front footage. For example, 70 foot frontage lots will cost $700.
- The City staff will notify the Land Bank Trustees of Non-buildable and Buildable lots that contain razing assessments. Non-buildable and Buildable lots razing assessments will be abated. Commercial/Industrial lots are subject to special assessments.
- The Land Bank may set a minimum price on commercial/industrial zoned properties and those containing structures.
- A confirmation letter will be mailed to applicants that submit applications to the City staff within 30 days of receipt. Please contact the City staff if you do not receive a confirmation letter for your application.
Process for Purchasing Non-Buildable Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Non-buildable are lots with a frontage that is generally less than 25 foot frontage.
- The adjacent land owner will have priority for right of first refusal. Adjacent is defined as immediately touching the applicant’s property on the right or left.
- Applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price proposals will also be evaluated on their ability to finance the project.
- If the adjacent land owner wants to purchase the Land Bank Lot for parking or for building a garage, they understand that the City of Greensburg has certain requirements and minimum standards for both the parking area and for the garage. If your proposal identifies the use as for parking or a garage, the City staff will send contact information to the applicant. Transferal of lot does not guarantee a building permit or use for parking.
- The City Administrator will have the authority to transfer non-buildable lots to qualified adjacent land owners only (if not located in an identified development area). The items that the City Administrator has the authority to transfer will be reported to the Land Bank Trustees. All other proposals will require further review.
- If no qualified adjacent owner shows interest in the vacant property, consideration may be given for community development efforts such as community gardens, neighborhood play areas, and community green areas.

Process for Purchasing Buildable Residential Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Buildable residential properties are generally those with over 70 foot frontage.
- The priority is for homeownership.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will
be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and if the proposal is for homeownership.
- Proposals that are accepted will need to submit all their plans to the City staff prior to the building commencement. City Staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City Administrator in writing to request an extension.
- Community Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the City Administrator in writing to request an extension.

**Process for Purchasing Buildable Commercial/Industrial Land Bank Properties.**

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- A minimum price will be established for each commercial/industrial parcel. The Land Bank Board of Trustees reserves the right to set an alternative price.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is
available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, and individual experiences with building.
- Proposals that are accepted will need to submit all their plans to the City staff prior to construction. City staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City Administrator in writing to request an extension.
- Community Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the Land Bank staff in writing to request an extension.

### Process for Purchasing Land Bank Properties with Structures.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Existing structures must be brought up to minimum prevailing building codes.
- A minimum bid will be placed on each land bank property with a structure on it. The Land Bank Board of Trustees reserves the right to set an alternative price.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.
- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from their bank.
- If the property under consideration is not in a targeted development area, the applicant must attach a comprehensive scope of work proposed for the rehabilitation of the proposed structure for the City staff review. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and homeownership if residential.
- Proposals that are accepted will need to submit all their plans to the City staff to the commencement of construction or demolition. The City staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City Administrator in writing to request an extension.
- Community Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful CDC/CHDO must notify the Land Bank staff in writing to request an extension.
Except as herein provided, donations of real property to the Land Bank will only be accepted if the donors own 100% of the property and have marketable title. Assurance of ownership and title shall be done through title insurance, attorney title opinion or such other means approved by the Land Bank upon recommendation of the City Administrator after consultation with the City Attorney. The donor shall pay all costs of the proof of title and any title clearance cost unless waived by the land Bank on recommendation of City Staff. Less than 100% ownership or defection marketable title may be accepted by the Land Bank if the Land Bank, in its sole discretion, determines doing so is in the best interest of the Land Bank and the City.
TO: Mayor and City Council  
SUBJECT: Utility Disconnection and Policy  
INITIATED BY: City Administrator, Kyler Ludwig

**Background:**
Under the authority of City Ordinance 15-107 City staff can disconnect utility customers for failure to pay. In an effort to work with those in need the administrator has given extensions according to need. No written policy has been created on payment extensions, which can give the appearance of favoritism towards those who have benefitted from administrator payment plans.
The City of Greensburg has a “cold weather rule” passed on November 26, 1990 and amended on October 17, 2011. This rule prohibits electric shut offs during extreme cold times, and allows for payment plans based on need during winter months.
An administrative policy has been drafted by the City Administrator to clarify a formal process for extending the utility payment deadline.

**Analysis:**
The administrative policy summarizes the cold weather rule and City Ordinances regarding utility payments and two additions to administrative policy have been suggested.
- Extreme Weather Rule: previous policy has only clarified delays in utility disconnects during cold weather. Under the proposed policy staff would no longer disconnect electricity during extreme heat (above 100F).
- Payment Deadline Request: The proposed policy would allow for residents to file a written request for a payment deadline extension up to one time every 12 months. The extension would last up to 2 weeks. The City Administrator would continue to approve service disconnect extensions.
Currently staff is not authorized to reconnect homes with service outside of City Hall hours. Council may want to look into adding an afterhours/holiday reconnection fee to ordinance 15-105.

**Financial:**
Approval of the policy will not have significant impact on City finance.

**Legal Considerations:**
Approved as to form

**Recommendations/Actions:** It is recommended the City Council:
Approve the administrative policy for utility disconnects and billing, and authorize staff to look into the option of providing after hours utility reconnection services.

**Attachments:**
Exhibit A: Proposed Policy, Exhibit B: Cold Weather Rule
Administrative Policy – Utility Disconnects and Billing

Monthly Billing: Utility bills will be sent out following the monthly meter reading. The utility bill will be sent to the customer on or soon after the 23rd of each month. All monthly bills will be due on the 10th of the month. The City is not responsible for undelivered or delayed mail.

Late Payments: “On the eleventh (11th) day of the month, unpaid accounts will be assessed a ten percent (10%) late fee” (15-107). City staff is not permitted to give individual extensions to prevent late fees from being applied.

Disconnect Notices: “Delinquent notifications shall be sent to all unpaid customers the fifteenth (15th) of the month. Customers will then be given seven (7) days to have delinquent accounts paid in full. Failure to have accounts paid in full will result in disconnection” (15-107). City staff will leave a door hanger at the residence of those at risk for utility disconnect at least one (1) day prior to the service termination.

Disconnect for Non-payment: Utility shut-offs will take place no sooner than the 24th of the month following a missed payment. Service will not be reconnected until the bill is paid in full or a payment plan is set up under the Cold Weather Rule.

Request to Extend Payment Deadline: Utility Customers may receive an extension of the payment deadline one (1) time in a twelve (12) month period. An extension will be a maximum of two (2) weeks, and the account must be paid in full to prevent utilities from being disconnected. Customers interested in receiving an extension will fill out a request form. All forms must be submitted to the City prior to the day designated for utility non-payment disconnections. Requests made by customers will be subjected to the approval of the City Administrator. If the extension date is exceeded and payment has not been received the customer will be shut off without additional notice.

Reconnection: A service fee of thirty dollars ($30.00) shall be charged by the City for accounts that have been disconnected due to delinquency and are requesting reconnection” (15-105). Request for service reconnections must be made during City Hall office hours. City staff will not follow through on after hours, holiday, or weekend requests for reconnections.

Extreme Weather Rule: The City Administrator may delay electric utility disconnections for non-payment if the 48 hour forecast anticipates temperatures to drop below thirty five degrees Fahrenheit (35˚) or if it is expected to exceed one hundred degrees (100˚). City staff may make payment arrangements based on financial need between November 1st and March 30th, but only on the portion of the bill that exceeds the average of the total utility bill for the past 7 months. (Cold Weather Rule: Updated 10.17.2011)
COLD WEATHER RULE:

COLD WEATHER RULE: ESTABLISHED. Between November 1st and the following March 31st, the cold weather rule shall be in effect for all residential customers who have unpaid arrearages and who meet the requirements of the "Good Faith Test." For purposes of the cold weather rule, the good faith test shall require the customer to:

1. Inform the city of the customer's inability to pay his or her utility bill in full;
2. Give the city sufficient information to allow a determination of payment agreement to be made;
3. Apply for federal, state and local or other funds available for the payment of utility bills for which the customer may be eligible.

SAME: REQUIREMENTS.

1. Services shall not be disconnected for any residential customer who qualifies under the cold weather rule and who meets the good faith test if the customer makes an initial payment to the city of 25% of the bill for the most recent billing period or $50, whichever is greater, plus 1/2 of the arrearage and pays the remaining arrearage in 3 equal payments in the months immediately following the initial payment, plus payment in full of future utility billings after the date of the agreement.

2. A residential customer may be disconnected or prevented from qualifying for the cold weather rule upon the residential customers breach of the good faith test if
   a. it is documented that a diversion of electric service has occurred and the customer has benefited from such diversion, or
   b. the customer has defaulted in making payments on the agreement made under the cold weather rule and remains in default.

NO DISCONNECTIONS WHEN TEMPERATURE IS BELOW 35 DEGREES.

The City shall not disconnect a residential customer's service between November 1 and March 31 when the local National Weather Service office forecasts the temperature will drop below 35 degrees or be 35 degrees or colder within the following 48 hour period unless:

1. It is at the customer's request,
2. The service is abandoned,
3. A dangerous condition exists on the customer's premises,
4. The customer violates any rule of the utility which adversely affects the safety of the customer or other persons, or the physical integrity of the utility's delivery system, or
(5) The customer causes or permits unauthorized interference with, or diversion or use of (meter bypass), utility service situated or delivered on or about the customer’s premises.

In any of these situations, the utility may disconnect the service immediately. Services disconnected under (3), (4), or (5) above must be restored as soon as possible after the physical problems defined in (3), (4), and (5) above have been corrected.

RESPONSIBILITIES OF THE CITY.

One written notice mailed first class at least ten (10) days prior to termination of service with a copy of the City’s Cold Weather Rule. A residential customer may not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. During the first 24 hours, which will be the day prior to disconnection, the utility shall make at least one telephone call attempt with the customer of record and make one attempt at a personal contact with the customer of record on the day prior to termination of service if telephone contact on that day was not made. If the customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, a city employee shall leave a disconnect message on the door on the day prior to disconnect. On the day of disconnection, the city must receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the city must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.
The City of Greensburg Cold Weather Rule Policy

1. The Cold Weather Rule Policy shall be in effect from November 1st through March 30th of each year.

2. Persons desiring to take advantage of the Cold Weather Policy must complete an application illustrating an economic need based upon Federal Poverty Guidelines for individuals and families.

3. Persons desiring consideration of a utility billing adjustment during period of the Cold Weather Rule MUST be current with their City utility bills by November 1st of each year.

4. The Cold Weather Rule shall only be applicable to electrical service.

5. Only that portion of electrical consumption in excess of the average of the previous seven months shall be adjusted for utility billing purposes. Electrical utility consumption in excess of the seven months average shall be discounted for the purposes of monthly billing.

6. With the exception of any billing adjustment for Cold Weather Rule electrical service, no changes in the City's utility policies and administration are applicable.
Cold Weather Rule Policy Application

NAME: _______________________

ADDRESS: ____________________

ACCOUNT: _____________________

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This application is taking your previous seven months electric use average. That average is what needs to be paid by the 10th of each month. (Nov. 1st – Mar. 30th) Along with your monthly charges for sewer, trash, water, and e/s.

Name Print: ___________________________ Name Sign: ___________________________
Date: ________________________________ S.S #: ____________________________
Background:
On June 1, 2015 pool policies governing hours of operation, swimming lessons, fees, pool parties, weather closures, and concession sales were approved by the governing body. Council has requested that the policies are reviewed to determine if changes are needed prior to the pool opening next year.

Analysis:

Pool Hours
Approved Policy: The governing body approved hours of operation from 1-8pm Monday through Saturday, and 2-6pm on Sundays and holidays.
Recommended Policy: Shorten regular hours to 1-7pm. This year attendance was low from 7-8pm.

Concessions
Approved Policy: The Pool Manager will sell concessions, and give the City 10% of the profits.
Recommended Policy: The City will manage concessions to be sold by staff at the pool.

Weather Closures
Approved Policy: Close when weather is prohibitive (at the manager’s discretion).
Recommended Policy: Close when lighting is within 10 miles (U.S. Lifesaving Association recommendation).

Swim Lessons
Approved Policy: Manager can teach lessons at the pool. City will receive $2 admission price for each lesson.
Recommended Policy: Have City staff manage the swim lessons.

Other Policy Questions/Concerns:
-Can pool parties be held during regular pool hours?
-Should lifeguards pay for Red Cross training?
-Is there a price for children under 3?
-Is there a price for adults not swimming?
-Should the pool offer credit card machines?
-How often should cash be turned in to City Hall?
-Should the pool be closed if attendance is low?

Staff plans to go through the hiring process for a pool manager in early spring next year. An updated version of the pool policy manual will be created prior to the pool’s 2016 opening.
**Recommendations/Actions:** It is recommended the City Council:
Discuss current policies and recommendations
Direct staff on recommended changes for policy update.

**Attachments:**
Exhibit A: Approved Policy Updates (6.1.2015), Exhibit B: Pool Policies 2011
Memorandum

To: mayor and City Council
From: Jay Newton,
Interim City Administrator

Date: 1 June 2015
Re: Swimming Pool Fees and Admission Charges

The Greensburg Municipal Pool will be opening in July. A pool manager, Stacey Parkin and nine people have been employed to operate the pool on a daily basis. All have completed their required Red Cross and YMCA training and certification. On 22 May the Administrator, City Clerk, City Treasurer, the Pool Manager and Assistant Manager met to discuss operational details and proposed policies that need to be approved by the City Council.

The first item of discussion regarded admission charges and fees. City Administrator, Ed Truelove, had contacted eleven cities to gather information on current admission fees in those cities. Those cities were Seneca, Haven, Sedgwick, Sterling, Garden City, Mulvane, Onaga, Holton, Frontenac, Neodesha and Garnett. The information requested was for daily admission, family season pass, individual season pass and the hourly fee for pool parties.

The average daily admission charge was $2.38 as compared to the current Greenburg charge of $2.00. Average family season pass, $93.33 compared to $65.00. Average individual season pass, $46.67 as compared to our $45.00. Charges for pool parties varied from $40.00 per hour to $150.00 per hour with the most common charge being $125.00 per hour. Based on the information gleaned from the survey, the following pool admission charges are recommended:

**Admission**

- Daily Admission: $2.00 (no change)
- Season Pass—Family: $90.00
- Season Pass—Individual: $45.00
- Pool Parties: $125.00 (two hour minimum)
**Hours of Operation**
In the past the Greensburg pool has operated six days a week through the swim season, being closed on Monday. The hours have been 1:00pm to 6:00pm except on Sundays and holidays when the hours were 2:00pm to 6:00pm.

The recommended hours of operation are: Seven days a week from 1:00pm to 8:00pm. This recommendation is made with the understanding that the pool will be subject to closing during stormy weather and during those times when there is inadequate attendance to stay open.

**Swim Lessons**
It is recommended that the Pool Manager and Assistant Pool Manager be allowed to offer public swimming lessons in the mornings prior to opening and that they personally be granted the right to charge for those lessons. However, each student would be charged the $2.00 daily admission fee for each day they are being given lessons.

**Concessions**
As has been done in the past it is recommended that the pool manager provide concessions at their expense and receive the profits there from. However, the new pool manager has agreed to pay the city 10% of the profit from the sale of concessions. The concessions to be provided will be candy, chips, soda but not items involving cooking or microwaving. This is consistent with most municipal pool operations and reflects what has been done at the old Greensburg pool.

The opening day for the pool is yet to be determined. A ceremony and ribbon cutting needs to be scheduled and a committee will be organized to do that. It is recommended that the first day be a FREE day for anyone coming to the new pool.
POOL HOURS

Sunday  2-6:00 pm
Monday  Closed
Tuesday  1-6:00 pm
       (6-7pm adult swim)
Wednesday 1-7:00 pm
Thursday 1-6:00 pm
       (6-7pm adult swim)
Friday  1-6:00 pm
Saturday 1-6:00 pm
Holidays  2-6:00 pm

Daily Admission
Ages 5-17   $1.00
Ages 18 and up   $2.00

Season Passes
Child ages 5-17   $30.00
Adult ages 18 and up   $45.00
Family immediate    $65.00
GENERAL INFORMATION

Pay checks may be picked up every two weeks and will be distributed by the pool manager.

Absence of personnel from the pool:

1. Sickness - If for any reason you cannot report for work, you must find someone to report to work for you. Contact a guard that is off duty and call the pool manager. The manager must be verbally notified for illness and work arrangements are to be finalized through the pool manager.

2. Vacations - All pool personnel hired for the summer are hourly workers. As such, you are not eligible for any paid vacations or time off. Your responsibility is to find someone to work for you. Hopefully, substitutes will be available for your convenience.

3. Quitting notice - It is advisable to give a two week notice so arrangements may be made for your replacement.

4. Staff meetings - Staff meetings will be held periodically. You will be notified of the date and time. You are expected to attend unless previous arrangements are made.

A summer work schedule will be made for you convenience two weeks in advance. This is designed to solve many scheduling problems that arise with summer activities. Notify the pool manager in writing the days off you need ahead of time.
SPECIFICS DUTIES REQUIRED OF ALL LIFEGUARDS

1. Issue bags and make sure the patron remembers the number.

2. Return patron’s belongings courteously.

3. Maintain order in the pool office and concessions area. Do not allow horseplay - if any problems arise that cannot be handled with reasoning, contact the manager.

4. Keep the office dry, neat and clean. Keep personal belongings off the candy counter and desk. You have bags and you are expected to keep your things in them. All drinks and snacks should be kept under the counter.

5. Every rotation in, check the dressing rooms and concession area to see that there is no disorder or uncleanness. Flush toilets, check trash cans, etc. DON’T JUST WALK THROUGH!

6. Rotation of lifeguard stations will occur every 15 minutes. BE ON TIME!

7. Clean the pool and bath houses every morning before opening.

8. Whenever possible, help check to see that bathers take a shower before entering the pool.

9. Do not allow person with bandages, open sores, colds, etc. into the pool without first questioning them. Bring such cases to the attention of the manager immediately.

10. Do not allow person to loiter in the dressing rooms.

11. Bring any odd or irregular happenings to the attention of the manager.

12. Do your best to be a sincere, alert, ambitious, and loyal employee. Leave your bad mood and social life outside the workplace.
RESPONSIBILITIES OF ALL LIFEGUARDS

1. Guard and insure the safety and well-being of all pool patrons.
2. Maintain erect posture and alert attitude at all times. (Singing to the music and dancing are grounds for immediate dismissal)
3. Enforce all pool regulations and rules.
4. Discipline all persons not conforming to pool regulations. (No silly, embarrassing or otherwise humiliating punishments are to be given)
5. Notify the manager of any incident that may arise.
6. Be helpful and courteous at all times.
7. Do all cleaning duties assigned by the manager.
8. Do all maintenance assigned.
9. Carry out duties promptly and completely.
10. Do not talk to anyone while on duty! (This is also grounds for immediate suspension.) The only time a guard should be talking is when communicating with a patron or another guard about pool-related business.
11. A lifeguard should NEVER have his/her back turned to the pool. Avoid engaging in any activity that will detract from constant surveillance of swimmers.
12. The only time a lifeguard may take a dip is on his/her break or when specifically relieved to do so. Please adhere strictly to the rules we have set forth for our patrons.
13. Report any equipment that is in need of repair to the management.
15. Keep your skills up to par by practicing. You don’t know when you will have to use them! All guards on duty must swim 5 laps per day.
16. Always wear sunglasses and a hat or visor on sunny days for your protection. Sunscreen is extremely important!
17. Be prompt and quick when rotating chairs; all positions must be rotated within a five minute period.
18. Be tactful with swimmers and spectators. Reason with them first why their actions are hazardous to themselves and/or others. If they continue to misbehave, then discipline them. If it happens again, contact the manager.
19. Direct all helpful suggestions to the manager.
RESPONSIBILITIES OF OFFICE CASHIER

1. Receive money and make change.
2. Issue season tickets.
3. Straighten the money box. All money should be facing the same way.
5. Be responsible for the money collected. DO NOT MIX CITY MONEY WITH THE CONCESSION STAND MONEY!
6. Stay in the immediate vicinity of the money boxes to insure against theft or loss.
7. Assist in keeping order with patrons waiting to purchase admission or candy.
8. Close the money boxes after each transaction.
9. Justify the age of every person in doubt. No one under the age of 7 is allowed into the pool unless accompanied by someone who is at least 16 years old.
10. Check to make sure that all patrons are wearing a bathing suit. They should not be allowed inside the pool area wearing street clothes.
11. Make sure everyone had paid the fee before entering the bath houses. When in doubt on a season pass, check the files.
12. Be pleasant and cooperative. Be very explicit when explaining procedures to new patrons. Be helpful, that’s why you were hired!
14. Be observant. Attempt to check any person that may be a health or safety hazard, either to the person himself or to the public. Be aware of the presence of drugs and/or alcohol.
15. Bring the manager’s attention to any irregular happenings.
16. Help to keep the office clean and in order.
17. Keep all lost and found articles in the appropriate boxes and area.
18. Check the baby pool periodically to clean the leaves out of the side drain. It will overflow if this is not done often.
19. Do not accept checks for over the amount of purchase. No two-party checks. Please have the manager’s approval before accepting checks.
20. Please don’t just sit! You are being paid to work. Please do it. Something always needs to be cleaned or put in order.
COMMUNICATION

1. Whistle - means of immediate and emergency communication.

   THREE sharp, short shrill blows indicate an emergency rescue or management needed immediately. All swimmers will be instructed to get out of the pool immediately, other guards will aid in the rescue and the ambulance will be called. It is very important that all guards and the manager are made aware.

   TWO sharp whistles are used to call the rover and/or the manager to a guard's station. Does not indicate a major emergency.

   ONE long whistle is used to get the attention of a swimmer/rule breaker.

2. Telephone - To be used in cases of emergencies. A list of emergency telephone numbers will be placed near the phone. The phone is not to be used for personal calls by the guards unless necessary. Patrons may make local or collect calls only, with a 1 minute time limit.

3. The manager or person in charge will be available for assistance or guidance with any problem in communication with a swimmer, personnel or patron.
SWIMMING POOL RULES & REGULATIONS

Swimmers are not allowed in the pool or pool area unless it is officially open to the public and guards are on duty.

Swimmers must only wear swimming apparel in the pool. Cut-offs (jeans, shorts, shirts), jeans, underwear or dresses are not allowed in the water.

Children six (6) years of age and under must be accompanied by a responsible person of at least 16 years of age.

Please shower before entering the pool.

Only children six (6) years of age and under are allowed in the baby pool with proper supervision (16 years of age or older).

NO glass bottles or containers are allowed in the pool area, concession area or office area.

NO SMOKING is allowed in the pool, pool area, bath houses or office area.

NO RUNNING IN THE POOL AREA OR BATH HOUSES!

Food and drinks allowed only in the concession area. Patrons are not allowed to bring food or drink into the pool area.

Patrons are not to visit with guards on duty.

We are not responsible for loss of belongings and encourage patrons to use a bag. free of charge, provided by the pool.

Pushing and/or dunking are not permitted.

Only one person at a time is permitted on the diving board or the slide.

No sitting or standing on the ropes.

No diving in water five (5) feet deep or less.

Any swimmer caught destroying property will be banned from the pool for the remainder of the season.

The phone is for calling home for a ride or emergency use only. (There is a one (1) minute time limit set by the Greensburg City Council)

Failure to obey rules or regulations, either verbal or written, will result in loss of pool privileges for the season and loss of admission fee.