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 – December 21, 2015
   2. Appropriation Ordinance
      a. Ordinance #1067

F) ITEMS OF BUSINESS
   1. KPP Update
   2. Annual Cash Basis GAAP Waiver
   3. Approval of IRS Mileage Reimbursement Rate
   4. Trash Rate Resolution
   5. Land Bank Report

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
A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on December 21, 2015.

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

C) ROLL CALL & APPROVAL OF THE AGENDA
Council present: Matt Christenson, Mark Trummel, Rick Schaffer and Haley Kern. Sandy Jungemann was absent. City Administrator Kyler Ludwig requested Consent Agenda Item F3 be moved to Business item G3. Trummel made a motion, seconded by Christenson, to approve the agenda with one alteration. The motion passed 4-0.

D) CITIZEN COMMENTS
Dixson welcomed citizens to the meeting and opened the floor for comments. There were no comments from the floor.

E) RECOGNITIONS, PROCLAMATIONS, AWARDS, & NOMINATIONS
Kern made a motion, seconded by Christenson, to approve the appointments to the Tourism Board and Greensburg Public Housing Authority as requested on the agenda:

Tourism: Adam Wagner- (vacant term) December 31, 2018; Aaron Zadina – December 31, 2019; Heather Coyne – December 31, 2019; Roger Harris – December 31, 2019
Greensburg Public Housing Authority: Michael Case – December 31, 2019
The motion passed 4-0.

F) CONSENT AGENDA
Kern made a motion to approve the Consent Agenda (with Item F3 on the meeting agenda being moved to G3. Trummel seconded the motion, which passed 4-0.

G) ITEMS OF BUSINESS
1. Copyright purchase: Greentown GreenTour Book
Ludwig gave a brief history of previous discussions on the possible purchase of GreenTown’s GreenTour book by the Tourism Board. On September 8th a motion was made at the Tourism Board Meeting to donate $5,000 to the GreenTown organization in exchange for the copyrights to the tour book and 2,280 copies of the publication. On September 21st, City Council directed the Tourism Board to discuss the topic again, focusing on the digital material, and bring a new proposal. On December 8th the Tourism Board unanimously voted to purchase the copyrights of the tour book and a digital Greensburg map for $4,500. Their motion did not include any paper copies of the book. Kiowa County Media Center Staff have reviewed the digital files and found that Tourism Director Stacy Barnes would have the ability to update the file as needed. Council was reminded that Kern serves on the Tourism Board.

Christenson asked what format the digital files are in. The file was created in Illustrator, but can be opened in Photo Shop. Digital photos are included in the purchase, along with a Spanish version of the tour book.
City Attorney Gordon Stull noted that the cost of the purchase is not mentioned in the Agreement of Copyright prepared for Council’s approval. He recommended that the purchase price be included in the motion to accept the assignment of the copyright.

Christenson made a motion, seconded by Kern, to accept the assignment of the copyright to the Green Tour Book for $4,500 and to authorize Kyler Ludwig to sign the formal agreement provided in the meeting packet. The motion passed 4-0.

2. Report on proposed performance measures
In an effort to increase staff efficiencies and provide more accurate information about City services, staff has compiled a list of approximately 120 performance measures that will be recorded on a monthly basis. Earlier in the year, department heads were asked to inventory current measures and to create a list of measures that would be helpful in showing what work is being done in their departments. Department heads will utilize the cloud based platform “Google Drive” to report the performance measures. Administration will follow up on progress and use the measures to better understand what is happening in each department. Google Drive will allow comparison with previous year’s data. Administration will report to Council on key performance indicators.

Trummel asked if the data will be accessible by Council on the tablets that were previously approved. Data will be available to those with a Google account, which staff will establish for Council. Dixson voiced that he thought the process was a great idea, assisting staff in being efficient and visionary.

3. Malt Beverage Licenses
   a. Kwik Shop, Kiowa County Golf Course, Pueblo Nuevo, Red Tractor, and Quick Pick
Ludwig requested Council approve the Cereal Malt Beverage Licenses for Kwik Shop, Kiowa County Golf Course, Pueblo Nuevo, Red Tractor, and Quick Pick, subject to corrections being made to applications. Both individuals needing to make corrections to their applications were out of town today. Kern made a motion to approve the licenses, subject to corrections being made on the applications. Trummel seconded the motion, and the motion passed 4-0.

H) City Attorney’s Report
There was no report from the City Attorney.

I) CITY ADMINISTRATOR’S REPORT
Ludwig presented a copy of a prepared City Administrator’s Report. The following topics were discussed in the report:

Spring Elections: Anyone interested in filing to participate in the spring election needs to file before January 26th. The council positions held by Mark Trummel and Sandy Jungemann will be on the ballot along with the position of Mayor. Candidates can file with the County Clerk’s office. Dixson asked if there was an increase in filing fee through state statute. Ludwig confirmed with the County Clerk that they continue to charge a $5 filing fee. The City will be moving into compliance with new state election laws following the spring election.

Business Incubator/ New Business: Asian Kitchen has signed a lease, and anticipates opening in January. Southwest Kansas Title LLC will be signing a lease agreement to fill the vacant rental space upstairs. The new Subway is nearing completion, and will likely be open in early 2016.

Big Well Hours: It is anticipated that during the winter season the Big Well will shorten its hours. Staff will keep council informed on the changes when they take place, and updates will be made to our webpage, and social media.
Property Taxes: Taxes for the industrial park and airport have been paid under protest. The City is awaiting a hearing with the County Appraiser on these properties.

Iroquois Center Land Bank Donation: The Iroquois Center is looking to donate two properties into the City’s land bank. One is a residential property on Olive Street and the other is a commercial property at the intersection of Kansas and Grove.

Carriage House Closing: This week after talking to Lake Point Management in Wichita it was reaffirmed that the Carriage House will be closing in late January. The management company does not have any plans at this time to reopen; residents have been asked to find new housing accommodations. Lake Point is looking for an interested buyer of the property.

Utility Newsletter: A utility newsletter has been prepared for the upcoming bill. Stacy Barnes designed the newsletter that is attached. Staff will continue to use this as a resource to inform residents about what is happening in the City. Restrictions from our printer only allow for the newsletter to be one-sided and in grayscale. Currently the cost of this newsletter is $0.045 per page. As the printer upgrades their equipment and if the newsletter is successful it will likely be expanded.

City Administrator’s Blog: The new City Administrators blog can be found and greensburgkansas.blogspot.com

KPP Electric Rates 2016: It is anticipated that the City will see a slight drop in the power pool rates this upcoming year. The drop is a result of low fuel costs. The adopted “overall average energy costs" adopted at the annual meeting was $67.87/MWH a drop from 2015 when the adopted cost was $71.98/MWH.

Staff Christmas Lunch: City Staff will be having a lunch potluck on December 23rd from noon-1pm. City Council members are welcomed to attend.

Christmas Holiday: City Hall Offices will be closed on Christmas Day and New Years Day.

J) GOVERNING BODY COMMENTS
There were no additional comments from the governing body.

K) ADJOURNMENT
With no additional items to come before the Council, Dixson declared the meeting adjourned at 6:26 p.m.
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**** PAID TOTAL ***** $45,797.25

***** REPORT TOTAL ***** $45,797.25
TO: Mayor and City Council
SUBJECT: Annual Cash Basis Waiver of GAAP
INITIATED BY: Kyler Ludwig, City Administrator

Background:
The City of Greensburg historically adopts a resolution requesting the Director of Accounts and Reports to waive requirements of KSA 75-1120a. The Council last adopted a similar resolution on January 5, 2015.

Analysis:
The proposed resolution waives Generally Accepted Accounting Principles (GAAP) accounting and directs staff to construct all financial statements and reports using cash basis and budget laws. The waiver applies to the GAAP regulations as they apply to the City of Greensburg for the year ending December 31, 2015.

Legal Considerations:
Approved as to form

Recommendations/Actions: It is recommended the City Council:

Adopt the proposed resolution to waive GAAP requirements for the City of Greensburg and allow for cash basis accounting.

Attachments: Exhibit A: Proposed Resolution, Exhibit B: Kansas Code 75-1120a
RESOLUTION NUMBER 2016-01

RESOLUTION REGARDING THE WAIVER OF GENERALLY ACCEPTED ACCOUNTING PRINCIPLES IN THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS FOR THE CITY OF GREENSBURG, KANSAS FOR FISCAL YEAR 2014.

WHEREAS, the City of Greensburg, Kansas, a City of the Third Class, is a municipality as defined by K.S.A. 75-117; and,

WHEREAS, as a municipality, the City is required to have its fiscal procedure, accounts and reports examined and audited annually; and,

WHEREAS, K.S.A. 75-1120a requires that the City utilize accounting procedures and fiscal procedures that conform to generally accepted accounting principles; and,

WHEREAS, K.S.A. 75-1120a permits the Director of Accounts and Reports to waive the above stated accounting principles upon appropriate findings and requests being made by the Governing Body;

THEREFORE, IT IS HEREBY FOUND AND RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREENSBURG, KANSAS:

Section 1: That financial statements and financial reports for the year ended December 31, 2015, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Greensburg, Kansas.

Section 2: There are no revenue bond ordinances or other ordinances or resolutions of the City which require financial statements and financial reports to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) for the year ended December 31, 2015.

Section 3: That the City Clerk or the Clerk’s designee is hereby authorized and directed to request the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to the City of Greensburg, Kansas, for the year ended December 31, 2015.

__________________________
Robert A. Dixson, Mayor

ATTEST:

__________________________
Christy Pyatt, City Clerk
75-1120a. Uniform system of fiscal procedure, accounting and reporting for municipalities; use of generally accepted accounting principles; waivers, when. (a) Except as otherwise provided in this section, the governing body of each municipality, as defined in K.S.A. 75-1117, and amendments thereto, shall utilize accounting procedures and fiscal procedures in the preparation of financial statements and financial reports that conform to generally accepted accounting principles as promulgated by the governmental accounting standards board and the American institute of certified public accountants and adopted by rules and regulations of the director of accounts and reports.

(b) The governing body of any municipality, which has aggregate annual gross receipts of less than $275,000 and which does not operate a utility, shall not be required to maintain fixed asset records.

(c) (1) The director of accounts and reports shall waive the requirements of subsection (a) upon request therefor by the governing body of any municipality. The waiver shall be granted to the extent requested by the governing body. Prior to requesting the waiver provided for in this subsection, the governing body, by resolution, annually shall make a finding that financial statements and financial reports prepared in conformity with the requirements of subsection (a) are not relevant to the requirements of the cash-basis and budget laws of this state and are of no significant value to the governing body or members of the general public of the municipality. No governing body of a municipality shall request the waiver or adopt the resolution authorized under this subsection if the provisions of revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality require financial statements and financial reports to be prepared in conformity with the requirements of subsection (a). The governing body of any municipality which is granted a waiver under this subsection shall cause financial statements and financial reports of the municipality to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash-basis and budget laws of this state.

(2) The provisions of this subsection do not apply to community colleges.
(d) The director of accounts and reports shall waive the requirements of law relating to the preparation and maintenance of fixed asset records upon request therefor by the board of trustees of any community college. The waiver shall be granted to the extent and for the period of time requested by the board of trustees. Nothing contained in this subsection shall be construed so as to exempt any community college from compliance with the provisions of K.S.A. 71-211, and amendments thereto, which requires the use by all community colleges of a standardized and uniform chart of accounts.

**History:**  L. 1978, ch. 334, § 5; L. 1979, ch. 279, § 1; L. 1981, ch. 327, § 1; L. 1982, ch. 348, § 1; L. 1994, ch. 274, § 7; July 1.

**Disclaimer:** These codes may not be the most recent version. Kansas may have more current or accurate information. We make no warranties or guarantees about the accuracy, completeness, or adequacy of the information contained on this site or the information linked to on the state site. Please check official sources.
TO: Mayor and City Council  
SUBJECT: IRS Mileage Reimbursement  
INITIATED BY: Kyler Ludwig, City Administrator

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**Background:**
The City’s Personnel Policy Handbook requires that approved travel in personal vehicles while on City business is reimbursed at a rate approved by the governing body (section 5.18). The council has never formally approved a reimbursement rate, but staff has been reimbursed at 55 cents per mile driven. Mileage reimbursement is tax exempt up to the IRS mileage rate.

**Analysis:**
The City Council needs to approve an official reimbursement rate for the City of Greensburg. Starting January 1, 2016 the IRS reimbursement rate goes from 57 cents to 54 cents. The reimbursement rate is assessed annually and is altered as prices of fuel, equipment, repairs, and insurance fluctuate. It is suggested that the City Council use the IRS mileage reimbursement rate for travel reimbursement.

**Recommendations/Actions:** It is recommended the City Council:

Approve the IRS mileage reimbursement rate for travel in personal vehicles.

**Attachments:** Exhibit A: IRS Procedures -2016 Mileage Rates, Exhibit B: Personnel Policy Handbook (5.18)
Notice 2016-1

SECTION 1. PURPOSE

This notice provides the optional 2016 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan.

SECTION 2. BACKGROUND

Rev. Proc. 2010-51, 2010-51 I.R.B. 883, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) of the Internal Revenue Code and § 1.274-5 of the Income Tax Regulations, the amount of ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2010-51. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2010-51, but
instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

SECTION 3.  STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses is 54 cents per mile for all miles of business use (business standard mileage rate). See section 4 of Rev. Proc. 2010-51.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2010-51.

The standard mileage rate is 19 cents per mile for use of an automobile (1) for medical care described in § 213, or (2) as part of a move for which the expenses are deductible under § 217. See section 5 of Rev. Proc. 2010-51.

SECTION 4.  BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 23 cents per mile for 2012, 23 cents per mile for 2013, 22 cents per mile for 2014, 24 cents per mile for 2015, and 24 cents per mile for 2016. See section 4.04 of Rev. Proc. 2010-51.
SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed $28,000 for automobiles (excluding trucks and vans) or $31,000 for trucks and vans. See section 6.02(6) of Rev. Proc. 2010-51.

SECTION 6. EFFECTIVE DATE

This notice is effective for (1) deductible transportation expenses paid or incurred on or after January 1, 2016, and (2) mileage allowances or reimbursements paid to an employee or to a charitable volunteer (a) on or after January 1, 2016, and (b) for transportation expenses the employee or charitable volunteer pays or incurs on or after January 1, 2016.

SECTION 7. EFFECT ON OTHER DOCUMENTS

Notice 2014-79 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Bernard P. Harvey of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice contact Bernard P. Harvey on (202) 317-7005 (not a toll-free call).
Employees who retire from the City’s employment may continue participation in the City’s group health care plan for themselves and their dependents. Retired employees are responsible for all premiums for such coverage.

Medicare eligible employees (age 65 or greater), who choose to obtain Medicare health insurance, may retain their City-provided health care plan as a supplemental policy to their Medicare insurance coverage. Medicare eligible employees who choose to “Opt-out” of the City-provided health care plan, and have enrolled in the Medicare health insurance plan, are eligible to receive health care assistance from the City. Medicare assistance paid by the City shall not exceed $250 per employee, per month.

5.17 Uniforms
It is the policy of the City of Greensburg to provide uniforms for all employees of the Public Works and the Public Utilities Departments. Cleaned uniforms are provided on a periodic basis as determined by contractual agreement with the provider. Employees are expected to always wear a clean uniform to the extent possible and to maintain an appearance of neatness. Soiled and dirty uniforms will be returned to the City Shop for cleaning and laundry service as required by the Department Head. In addition, the City of Greensburg pays each employee of the Public Works and the Public Utilities Departments $125.00 each year to be used toward the purchase of work boots. The payment for boot allowance will be made in January of each year.

5.18 Travel and Reimbursement
It is the policy of the City of Greensburg to reimburse employees for reasonable and necessary expenditures made by employees on official City business. Reimbursements shall include mileage at the rate established by the City Council, common carrier fares, lodging and meal expense and other related expenses including, but not limited to tolls, car rentals, telephone calls related to City business, tips, etc.

a. Approval: All expenses must be itemized and submitted to the City Administrator for approval on a City of Greensburg Travel Request and Reimbursement Form with receipts attached. All travel shall be budgeted and receive prior approval from the Department Head and the City Administrator. Out of state travel will not be approved unless specifically budgeted and approved as a line item for “travel” in the annual budget or as an exception to the budget as approved by the City Council and recommended by the City Administrator.

b. Travel Advances: The City will pay travel advances to third party providers to cover registration, hotel/motel costs and educational materials associated with educational training.

c. Lodging: Hotel or motel accommodations shall be reasonable and shall be reimbursed on an actual cost basis consistent with facilities available in
proximity to the location of the conference or business meeting to be attended. Single occupancy rates will be reimbursed.

d. **Meals:** Meals, tips and miscellaneous expenses will be paid for out of city travel. The maximum per diem allowance for meals shall be $40.00 per day for meals and tips, subject to future adjustments as recommended by the City Administrator and approved by the City Council. Receipts are required for reimbursement for meals. Payment for in city meals will be paid for banquets and/or programs involving special community events with prior approval of the City Administrator.

e. **Transportation:** Transportation cost will be reimbursed as follows:

   - **Airfare:** Reimbursed at the rate of coach fare. The use of special discount fares is encouraged.
   - **Automobile mileage:** Reimbursed for the most direct route at current mileage rates as approved by the City Council.

f. **Non-allowable Expenses:** Non-allowable expenses of City funds include, but are not limited to, tobacco, alcohol, personal telephone calls, first class travel accommodations, fines or penalties, expenses of a spouse or non-employee, loss or damage to personal property, personal postage, cleaning, barber, beauty shops, toiletries, in room movies, or any entertainment not related to the purpose of the travel.

g. **Travel pay for Non-Exempt Employees:**
   Non-exempt employees will be paid at the normal rate equal to the normal work day for that employee for the time spent traveling overnight on out of City designated purposes.

If a non-exempt employee is required to be out of City for a one day assignment rather than reporting to the regular site of employment, that does not involve an overnight stay, all travel time will be considered compensable work time.

5.19 **Longevity Pay**
All Regular Full-Time and Regular Part-Time employees of the City of Greensburg who have completed twenty-four (24) months of continuous service with the City shall be given a Longevity Pay bonus in December of each year. Employees will receive $5.00 per month for each continuous service to the City. For example, an employee with ten (10) years of continuous City service would have completed 120 months of employment. The longevity pay for this employee would be 120 x $5.00 = $600.00. Retiring employees would receive a prorated share of their longevity at the time of retirement. Longevity pay shall not exceed $1,000.
TO: Mayor and City Council
SUBJECT: Trash Rate Resolution
INITIATED BY: Kyler Ludwig, City Administrator

Background:
On July 6th the City Council approved a 5 year contract with Nisly Brothers, Inc. for trash and recycle collection. At that time discussion was held on the rate increases to both commercial and residential customers. Council approved the contract price increase, but the rate change was not approved by resolution. A resolution is required to change rates to customers.

Analysis:
The increased rates from Nisly Brothers include rate increases ranging from $1.00 to $4.00 per month for services. The City’s franchise fee will remain unchanged. Residents with one cart will see a $1.00 increase per month, and residents with two carts will see a $3.00 rate increase. The largest increase ($4.00/month) is for commercial customers with weekly pick up of carts 4 yd. or larger.
The contract includes a new category for single stream commercial dumpsters. Commercial customers with single stream 95 gallon carts will be charged under the new agreement. The charge for a 95 gallon commercial cart will be $6.00 per cart plus a $1.50 franchise fee. The City has previously maintained a policy that customers would not pay for recycle carts in an effort to encourage recycling.
All rates are subject to increase if disposal costs increase ($0.10 per residential cart and $0.50 per commercial cubic yard); a new rate resolution will need to be passed at that time.

Financial:
The City’s budget anticipated an increase in rates.

Legal Considerations:
Resolution approved as to form.

Recommendations/Actions: It is recommended the City Council:
Discuss the commercial recycle cart rate, and an option to waive the franchise fee on recycling services.
Approve the prepared trash and recycle rate resolution.

CONTRACT FOR REFUSE AND RECYCLABLES COLLECTION

This agreement made and entered into this 6th day of July, 2015, by and between the City of Greensburg, Kansas, a municipal corporation, hereinafter referred to as City, and Nisly Brothers, Inc., of Hutchinson, Kansas, hereinafter referred to as Contractor.

WHEREAS, Contractor desires to furnish the necessary equipment and furnish manpower to collect, remove and dispose of all garbage, trash, and other waste materials from the citizens, and businesses of the City within its corporate limits, and the City desires to grant to Contractor the exclusive right to the same, this contract is made for the purpose of setting forth the terms and conditions of such collection.

NOW THEREFORE, in consideration of the premises, moneys to be paid, services to be rendered, and mutual covenants herein contained, it is hereby mutually agreed between the City and Contractor as follows.

Contractor agrees to furnish the equipment and manpower necessary to collect recyclables for reclamation, and collect and dispose of garbage, trash, and other waste material from the City.

Contractor shall make collections of refuse within the City between the hours of 5:00 A.M. and 5:00 P.M. Contractor shall not litter refuse in the process of making collections nor shall he allow any refuse to blow from any vehicle used for collection.

Contractor agrees to furnish such collection service in a good and workmanlike manner. The equipment used for such collection services shall be kept in good mechanical working order and shall be kept reasonably clean and sanitary.

Residential Service

1. All materials to be collected pursuant to this contract must be located next to the street from which the trash is normally collected.

2. Residential refuse collection shall be once per week on a day mutually agreed upon. Each resident is provided a Contractor owned 90-95 gallon trash cart. Trash in cart should be bagged. Carts shall remain the property of Contractor. Contractor shall collect all normal residential trash. This does NOT include the following items, commercial trash, remodeling - construction debris, (lumber, plaster, drywall, floor covering and roofing material, concrete, etc.) tires, appliances, unbundled brush, or brush over 3 inches in diameter, or more than 3 feet in length, or one account for more than one household. Any trash not in the trash cart must be in throwaway containers such as boxes or bags, no more than 30-gallon capacity, (no loose piles of trash) and be clearly marked, located by the regular trash pickup area. No box or bag may exceed
40 pounds in weight. Some examples of acceptable normal trash are, moving boxes, general household clean up, couches, chairs, or other furniture, etc. Contractor reserves the right to reschedule bulky item pickup up to two weeks later. For customers who regularly have extra trash (two or more times per month) an additional cart will be issued for an additional charge. Any additional service must be negotiated between Contractor and each customer.

3. Contractor shall make collections of residential recyclables once per month. Such collections will be made using the curbside Single Stream Recycling program. Contractor will provide special recycling cart to each customer who wants to recycle. All acceptable containers, steel (tin) and aluminum beverage and food cans, glass jars and bottles, type 1 – 7 plastic containers and mixed paper; newspapers, books, magazines, cardboard and chipboard, may be commingled in the recycling cart at the curb on recyclables collection day. All recyclables must be in the cart. Contractor will provide information to city to be distributed as needed.

4. City will provide a storage area for storing residential carts. City assumes no risk or liability for loss or damage to carts while in storage unless caused by willful acts of city or its employees.

**Commercial Service**

1. Commercial refuse collection shall be once per week, cardboard and mixed paper recycling collection shall be every other week, on a day mutually agreed upon, from commercial establishments, institutions, and any other businesses.

2. Contractor shall provide refuse and recycling containers to customers as needed. Contractor will negotiate size and schedule with each customer.

3. As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

**Rates**

As compensation for refuse removal and disposal and recycling services as herein provided, City will pay to Contractor the following monthly rates.

<table>
<thead>
<tr>
<th>Size</th>
<th>Monthly Rate 2016-2018</th>
<th>Monthly Rate 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident 1 trash cart and 1 or 2 recycle carts</td>
<td>$13.00</td>
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<tr>
<td>Additional trash or recycle cart</td>
<td>$6.00</td>
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### Commercial rates

<table>
<thead>
<tr>
<th>Trash Containers</th>
<th>Frequency – Monthly Rate 2016-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/Month</td>
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<tr>
<td>Residential Cart</td>
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<tr>
<td>2 Residential Carts</td>
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<tr>
<td>2yd</td>
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<tr>
<td>3yd</td>
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<td>4yd</td>
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<tr>
<td>8yd</td>
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<tr>
<td>Single Stream Recycle</td>
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<tr>
<td>Residential Cart</td>
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<tr>
<td>8yd</td>
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<tr>
<td>Mixed Paper or Cardboard</td>
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</tr>
<tr>
<td>2yd</td>
<td>$27.00</td>
</tr>
<tr>
<td>3yd</td>
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<td>6yd</td>
<td>$30.00</td>
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<tr>
<td>8yd</td>
<td>$33.00</td>
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</tbody>
</table>

### Trash Containers

<table>
<thead>
<tr>
<th>Frequency – Monthly Rate 2019-2020</th>
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</thead>
<tbody>
<tr>
<td>Residential Cart</td>
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<td>2 Residential Carts</td>
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Page 3 of 6
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<thead>
<tr>
<th>Size</th>
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</tr>
<tr>
<td>8yd</td>
<td>$34.00</td>
<td>$42.00</td>
</tr>
</tbody>
</table>

**Miscellaneous**

1. Contractor shall provide trash service for normal trash from all City owned buildings inside the City limits, without any charge.

2. Contractor's present landfill disposal cost as of June 1, 2015, is $0.00 per ton. If the landfill charge increases, for each dollar per ton increase in landfill charges, the monthly rate to be paid for residential cart service shall increase $0.10 per trash cart and commercial customers will be increased $0.50 per month for each cubic yard of trash collected each week. Contractor will give a minimum of thirty days written notice to the City to institute this change.

3. Contractor shall provide bulky item collection for City's annual 'Spring Cleanup', without any additional charge. The day will be mutually agreed upon.

4. City represents that streets and alleys that Contractor will need to use to provide the services of this agreement are capable of bearing the weight of Contractor's trucks necessary to provide said services. Contractor shall not be liable for any damage to pavement, curbing or any other surface in the City rights of way resulting from equipment providing services in the City, except in the case of operator negligence.

5. The City may add any additional fee for collection of above monthly charges from each customer. Any additional service must be negotiated between Contractor and each customer.

6. The City agrees to inform Contractor of the number of customers desiring services and any changes in service, and will each month account for and itemize charges. City will pay Contractor in one lump sum for each customer serviced each month by the 25th of following month.

7. Contractor and the City shall negotiate a mutually agreeable rate adjustment when costs beyond the control of the Contractor are increased. These include, but are not exclusive of, federal, state, or local laws or ordinances that
mandate new taxes, or surcharges that directly or indirectly impact Contractor in providing services.

8. In the event of default by either City of Contractor of their respective obligations under this agreement, the other party may give the defaulting party written notice of such default and the defaulting party shall have thirty (30) days in which to cure such default. If the default is not timely cured, this agreement may be terminated by the non-defaulting party. Failure to give notice of default or to exercise the right to do so in the event of future defaults.

9. During the time in which this contract is in force and effect, City shall make no other contract relative to the collection of refuse and garbage within the City and shall give Contractor the exclusive right to remove and collect the same, except where residents haul their own refuse.

10. The parties intend that an independent contractor-customer relationship will be created by this agreement. City is interested only in the results to be achieved and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of City for any purpose, and the employees of Contractor are not entitled to any of the benefits that City provides for City’s employees. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with City.

11. Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims under any worker's compensation act or employers' liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whosoever, that may arise from operations carried on under this contract, either by Contractor, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Contractor agrees to provide City with certificates evidencing the required coverage written by a company licensed to do business in Kansas, providing public liability insurance covering all operations and all vehicles operated by the Contractor in City. Such policy shall provide not less than $1,000,000.00 general liability insurance for each accident and not less than $2,000,000.00 aggregate general liability. City shall be named an additional insured on all polices. Said insurance shall not be canceled without ten (10) days written notice to City and, after such notice, Contractor shall stop work.

12. This agreement shall be subject to change to comply with all laws and ordinances of the City and of the State of Kansas and the federal government.

13. Contractor reserves the right to refuse service to any customer whose account is not current with City.
14. This agreement shall be for the period beginning on January 1, 2016, and ending on December 31, 2020, and may be renewed by mutual agreement of both parties.

15. This agreement may not be assigned by contractor without prior written consent of City.

16. In the event of a dispute between City and Contractor arising out of this Contract which is not mutually resolved, the parties shall submit the dispute to binding arbitration pursuant to the Uniform Arbitration Act of Kansas, KSA 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 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.

IN WITNESS WHEREOF, the parties hereto have subscribed this contract this ___ day of _____, 2015.

CITY OF Greensburg, KANSAS

NISLY BROTHERS, INC.

Robert A. Dixson, Mayor

J Marvin Nisly, President

ATTEST

Christy Ried, City Clerk
RESOLUTION NUMBER 2016-02

RESOLUTION TO AMEND RATES CHARGED FOR SOLID WASTE REMOVAL, AS PROVIDED FOR IN CHAPTER XV, SECTION 15-518, OF THE CODE OF THE CITY OF GREENSBURG, KANSAS.

WHEREAS, the City of Greensburg, Kansas, a City of the Third Class, is a municipality as defined by K.S.A. 75-117; and,

WHEREAS, Chapter XV, Section 15-518 of the Code of the City of Greensburg establishes the rates charged for solid waste removal; and,

WHEREAS, Ordinance 1007 of the City of Greensburg allows Solid Waste Removal Rates to be modified at any time by the adoption of a Resolution of the governing body;

WHEREAS, rates for Solid Waste Removal in the City of Greensburg by Nisley Brothers, Inc. have increased for calendar years 2016 through 2020;

THEREFORE, IT IS HEREBY FOUND AND RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREENSBURG, KANSAS:

SECTION 1. Chapter XV, Section 15-518, of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

Section 15-518. SAME; FEE SCHEDULE (a)

Residential Rates

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>95 gallon trash cart</td>
<td>$14.50</td>
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<td>(2) 95 gallon trash carts</td>
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Commercial Trash Rates

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<tbody>
<tr>
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</tr>
<tr>
<td>95 gallon cart</td>
<td>$19.00 $33.50 $39.50 $59.50</td>
<td>$20.00 $34.50 $39.50 $60.50</td>
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<tr>
<td>(2) 95 gallon carts</td>
<td>$25.00 $67.50 $75.00 $111.50</td>
<td>$26.00 $69.00 $75.00 $115.50</td>
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<tr>
<td>2 yd</td>
<td>$35.50 $45.50 $60.50 $76.50</td>
<td>$36.50 $45.50 $61.50 $77.50</td>
</tr>
<tr>
<td>3 yd</td>
<td>$38.50 $48.50 $64.50 $80.50</td>
<td>$39.50 $48.50 $65.50 $81.50</td>
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<tr>
<td>4 yd</td>
<td>$45.50 $55.50 $71.50 $87.50</td>
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<td>6 yd</td>
<td>$50.50 $60.50 $76.50 $92.50</td>
<td>$51.50 $61.50 $77.50 $93.50</td>
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<tr>
<td>8 yd</td>
<td>$55.50 $65.50 $81.50 $97.50</td>
<td>$56.50 $66.50 $78.50 $98.50</td>
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### Commercial Recycle Rates – Single Stream Recycle

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<tbody>
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<td>1/Month EOW</td>
<td>1/Month EOW</td>
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<tr>
<td>95 gallon cart</td>
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<td>$38.50</td>
<td>$40.50</td>
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<tr>
<td>3 yd</td>
<td>$42.50</td>
<td>$45.50</td>
</tr>
<tr>
<td></td>
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<td>$46.50</td>
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<td></td>
<td>$48.50</td>
<td>$65.50</td>
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<td>6 yd</td>
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### Commercial Recycle Rates – Mixed Paper or Cardboard

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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1/Month EOW</td>
<td>1/Month EOW</td>
</tr>
<tr>
<td>2 yd</td>
<td>$28.50</td>
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<tr>
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<td>$43.50</td>
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<td>3 yd</td>
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<tr>
<td></td>
<td>$29.50</td>
<td>$43.50</td>
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<tr>
<td>4 yd</td>
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<td>$42.50</td>
</tr>
<tr>
<td></td>
<td>$35.50</td>
<td>$43.50</td>
</tr>
</tbody>
</table>

(b) The rates established in this section will be effective upon the giving of notice of these modifications to City waste disposal customers as provided in Ordinance 1007 section 1(b).  

______________________________
Robert A. Dixson, Mayor

ATTEST:

_______________________________
Christy Pyatt, City Clerk
ARTICLE 5. SOLID WASTE


Unless the context clearly indicates otherwise, the meaning of words and terms as used in this article shall be as follows:

(a) Commercial Waste. - All refuse emanating from establishments engaged in business including, but not limited to stores, markets, office buildings, restaurants, shopping centers, theaters, hospitals, governments and nursing homes.

(b) Dwelling Unit. - Any enclosure, building or portion thereof occupied by one or more persons as living quarters;

(c) Garbage. - Waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and shall include unclean containers;

(d) Multi-Family Unit. - Any structure containing more than four individual dwelling units;

(e) Refuse. - All garbage and/or rubbish or trash;

(f) Residential. - Any structure containing four or less individual dwelling units, rooming houses having no more than four persons in addition to the family of the owner or operator, and mobile homes;

(g) Rubbish or Trash. - All nonputrescible materials such as paper, tin cans, bottles, glass, crockery, rags, ashes, lawn and tree trimmings, stumps, boxes, wood, street sweepings and mineral refuse. Rubbish or trash shall not include earth and waste from building operations or wastes from industrial processes or manufacturing operations;

(h) Single Dwelling Unit. - An enclosure, building or portion thereof occupied by one family as living quarters.

(i) Solid Waste. - All non-liquid garbage, rubbish or trash.

(Code 2007)


All solid waste accumulated within the city shall be collected, conveyed and disposed of by the city or by contractors specifically authorized to collect and dispose of solid waste.

(Code 2007)


The city shall have the right to enter into a contract with any responsible person for collection and disposal of solid waste.

(Code 2007)

15-504. Duty of owner, occupant.
The owner or occupant of every dwelling unit, and all owners of other properties generating solid waste including commercial enterprises, shall use a container for solid waste provided by the City in accordance with its Trash Cart Rules promulgated pursuant to Code Section 15-514. No owner or occupant shall permit to accumulate quantities of refuse or other waste materials within or close to any structure within the City unless the same is stored in approved containers and in such a manner as not to create a health or fire hazard.

(Code 2007; Ord. 976; Code 2014)

15-505.  Enter private premises.

Solid waste collectors, employed by the city or operating under contract with the city, are hereby authorized to enter in and upon private property for the purpose of collecting solid waste therefrom as required by this article.

(Code 2007)

15-506.  Ownership of solid waste.

Ownership of solid waste when placed in containers by the occupants or owners of premises upon which refuse accumulates, shall be vested in the city and thereafter shall be subject to the exclusive control of the city, its employees or contractors. No person shall meddle with refuse containers or in any way pilfer or scatter contents thereof in any alley or street within the city.

(Code 2007)

15-507.  Wrapping garbage.

All garbage shall be drained of all excess liquid, and wrapped in paper or other disposable container before being placed in solid waste containers.

(Code 2007)

15-508.  Heavy, bulky waste.

Heavy accumulations such as brush, tree limbs, broken concrete, sand or gravel, automobile frames, dead trees, and other bulky, heavy materials shall be disposed of at the expense of the owner or person controlling same.

(Code 2007)


No person shall deposit in a solid waste container or otherwise offer for collection any hazardous garbage, refuse, or waste. Hazardous material shall include:

(a) Explosive materials;

(b) Rags or other waste soaked in volatile and flammable materials;

(c) Chemicals;

(d) Poisons;

(e) Radio-active materials;
(f) Highly combustible materials;

(g) Soiled dressings, clothing, bedding and/or other wastes, contaminated by infection or contagious disease;

(h) Any other materials which may present a special hazard to collection or disposal personnel, equipment, or to the public.

(Code 2007)


It shall be unlawful for any person to:

(a) Deposit solid waste in any container other than that owned or leased by him or under his control without written consent of the owner and/or with the intent of avoiding payment of the refuse service charge;

(b) Interfere in any manner with employees of the city or its contractors in the collection of solid waste;

(c) Burn solid waste except in an approved incinerator and unless a variance has been granted and a written permit obtained from the city or the appropriate air pollution control agency;

(d) Bury refuse at any place within the city except that lawn and garden trimmings may be composted.

(Code 2007)


Manure from cow lots, stables, poultry yards, pigeon lofts and other animal or fowl pens, and waste oils from garages or filling stations shall be removed and disposed of at the expense of the person controlling the same and in a manner consistent with this article.

(Code 2007)

15-512. Unauthorized disposal.

No person shall haul or cause to be hauled any garbage, refuse or other waste material of any kind to any place, site or area within or without the limits of the city unless such site is a sanitary landfill, transfer point or disposal facility approved by the Kansas State Department of Health and Environment.

(Code 2007)

15-513. Closed vehicle.

Any vehicle used by any person for the collection and transportation of solid waste shall be maintained in a good mechanical condition. Vehicle shall be equipped with an enclosed covered body to prevent the contents leaking or escaping therefrom. Only tree trimmings or brush may be transported in open-bodied vehicles provided the material is securely tied in place to prevent scattering along the streets and alleys.

(Code 2007)


The collection and transportation of trash and waste materials shall be at all times under the general supervision of the mayor or his or her duly authorized agent, who shall have the authority by and with the consent
of the governing body to make additional rules and regulations not inconsistent with the terms and provisions of this article requiring that the collection and transportation of trash and waste materials shall be conducted in such manner as not to endanger the public health, or to become an annoyance to the inhabitants of the city, and providing for a proper fee to be charged to the customer.

(Code 2007)

15-515. Charges.

The city shall establish and collect a service charge to defray the cost and maintenance of the collection and disposition of solid waste within the city.

(Code 2007)

15-516. Same; fee schedule.

<table>
<thead>
<tr>
<th>Residential rates</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Size</strong></td>
<td><strong>2014-2015</strong></td>
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<tr>
<td>Resident With 1 trash cart</td>
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<tr>
<td>Resident With 2 trash carts</td>
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<tr>
<td>Commercial With 1 trash cart</td>
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</tr>
<tr>
<td>Commercial With 2 trash carts</td>
<td>$21.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial rates</th>
<th>Frequency - Monthly Rate 2014-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trash Container Size</strong></td>
<td>1 / Month</td>
</tr>
<tr>
<td>2 yd</td>
<td>$32.50</td>
</tr>
<tr>
<td>3 yd</td>
<td>$34.50</td>
</tr>
<tr>
<td>4 yd</td>
<td>$37.50</td>
</tr>
<tr>
<td>6 yd</td>
<td>$43.50</td>
</tr>
<tr>
<td>8 yd</td>
<td>$48.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recycle Containers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4 yd</td>
<td>$26.00</td>
</tr>
<tr>
<td>6 yd</td>
<td>$28.50</td>
</tr>
<tr>
<td>8 yd</td>
<td>$31.00</td>
</tr>
</tbody>
</table>

(Ord. 854; Code 2007; Ord. 966; Ord. 976; Ord. 1007; Res. 2014-02)
TO: Mayor and City Council
SUBJECT: Annual Land Bank Report
INITIATED BY: Kyler Ludwig, City Administrator

Background:
On June 25, 2014 the City’s Land Bank was established through ordinance 1053. Section 11 of the ordinance requires an annual report to the governing body of the annual expenses by the Land Bank. The report also needs to include a list of all available Land Bank properties.

Analysis:
In 2015 the Land Bank spent $727.50 on title insurance through Zimmerman Title and Abstract for the properties at 504 S. Cherry ($202.00) and 800 W Kansas ($524.50). A list of properties in the land bank has been provided along with a map of commercial and residential properties.

Financial:
Funds were taken out of the City’s General Fund.

Recommendations/Actions: It is recommended the City Council:
Receive and file presentation.

Attachments: Exhibit A: Land Bank Inventory, Exhibit B: Land Bank Map, Exhibit C: Land Bank Ordinance.
<table>
<thead>
<tr>
<th>COMMON ADDRESS</th>
<th>LEGAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>504 S. CHERRY</strong></td>
<td>A part of Block Ten (10) of Cooper's Addition to the City of Greensburg, Kiowa County, Kansas, described as follows: Beginning at the northwest corner of said Block 10, running South a distance of 207.5 feet; running thence East on a line parallel with the South line of said Block 10 a distance of 150 feet to a point on the East line of Lot 18 in said Block 10; running thence North a distance of 207.5 feet to a point on the North line of said Block 10, which point is the Northeast corner of Lot 7 in said Block 10; running thence West along the North line of said Block 10 a distance of 150 feet to the place of beginning, subject to the deed of record to the City of Greensburg, Kansas for alley.</td>
</tr>
<tr>
<td><strong>313 W. GARFIELD</strong></td>
<td>The East Half (E 1/2) of Lot Three (3) and all of Lots Four (4) and Five (5), all in Block Sixteen (16) of Hopkins Addition to the City of Greensburg, Kansas</td>
</tr>
<tr>
<td><strong>800 W. KANSAS</strong></td>
<td>Lots One (1), Two (2), Three (3), Four (4), Five (5) South 43 feet of Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen 914), Fifteen (15) and Sixteen 916) in Block Thirteen (13) of Westside Addition to the City of Greensburg, Kiowa County, Kansas</td>
</tr>
<tr>
<td><strong>239 S. MAIN</strong></td>
<td>Lots Eleven (11) and Twelve (12) and the south twelve and one half (12 ½) feet of Lot thirteen (13) in Block Five (5) of South Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td><strong>307 S. MAIN</strong></td>
<td>Lots nineteen (19) and Twenty (20), Block Twelve (12), South Addition to the City of Greensburg, Kiowa County Kansas.</td>
</tr>
<tr>
<td><strong>315 S. MAIN</strong></td>
<td>Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), Block Twelve (12), South Addition to the City of Greensburg, Kiowa County Kansas.</td>
</tr>
<tr>
<td><strong>321 S. MAIN</strong></td>
<td>Lot Eleven (11), Twelve (12) and Thirteen (13), in Block Twelve (12), South Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td><strong>412 S. SYCAMORE</strong></td>
<td>Lots Twenty-five (25) and Twenty-six (26) of Block Thirteen (13) of Fullington's Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td><strong>603 S. SYCAMORE</strong></td>
<td>The East Twenty-two (22) feet of Lot Seven (7), and all of Lots Eight (8), Nine (9) and Ten (10) in Block Fifteen (15) of Hopkins Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td><strong>103 W. WISCONSIN</strong></td>
<td>Lots Twenty-one (21) and Twenty-two (22), Block Twelve (12), South Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td>Address</td>
<td>Description</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>302 W. WISCONSIN</td>
<td>Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Seven (7), South Addition, to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td>322 E. WISCONSIN</td>
<td>Lots Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block Two (2), of South Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td>504 E. WISCONSIN</td>
<td>Lots Twenty-one (21) and Twenty-two (22) in Block One (1) of Fullington’s Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
<tr>
<td>516 E. WISCONSIN</td>
<td>Lots Twenty-seven (27), Twenty-eight (28) and Twenty-nine (29) in Block One (1) of Fullington’s Addition to the City of Greensburg, Kiowa County, Kansas.</td>
</tr>
</tbody>
</table>
LAND BANK PROPERTIES
Updated 12.31.15
ORDINANCE NO. 1053

AN ORDINANCE ESTABLISHING A CITY LAND BANK PURSUANT TO
K.S.A. 12-5901, et seq.

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

Section 1. The City of Greensburg, Kansas (herein after “City”), by the power vested in
it by K.S.A. 12-5901, et seq., hereby establishes a city land bank. The land bank will be the
centralized point of contact for individuals and developers interested in acquiring developable
vacant and abandoned land within the City of Greensburg, Kansas. The land bank will be guided
in its affairs by a board of trustees.

Section 2. The land bank board of trustees shall consist of a six (6) member board
comprised of the Mayor and the City Council of the City of Greensburg, Kansas.

Section 3. The land bank staff shall consist of the administrative staff of the City of
Greensburg, Kansas.

Section 4. CASH BASIS. The bank shall be subject to the provisions of the cash-basis
law, K.S.A. 10-1101et seq., and amendments thereto, as provided in K.S.A. 12-5903 (a).

Section 5. BUDGET. The budget of the bank shall be prepared, adopted and published
as provided by law for other political subdivisions of the state. No budget shall be adopted by
the board until it has been submitted to, reviewed and approved by the Governing Body of the
City of Greensburg.

Section 6. For any property acquired by the land bank, the trustees shall: (1) manage,
maintain and protect the same; (2) compile and maintain a written inventory of such property; (3)
study, analyze and evaluate potential, present and future uses for such property which would
provide for its effective re-utilization; (4) plan for and use the board’s best efforts to consummate
the sale or other disposition of such property upon such terms and conditions deemed
appropriate; (5) establish and maintain records and accounts reflecting all transactions,
expenditures and revenues relating to the banks activities; and (6) develop such policies and
procedures as the board determines reasonable and necessary to effectuate the purposes of the
land bank.

Section 7. Property available for inclusion in the land bank shall include, but not be
limited to: (1) parcels of tax delinquent property foreclosed on by the county of Kiowa pursuant
to K.S.A. 79-2401, et seq. and requested by the land bank board of trustees pursuant to its
authority under K.S.A. 12-5901, et seq. (Only property that has the potential for development
within a reasonable period of time and has been accepted by the land bank board of trustees will
be identified for inclusion in the land bank); (2) property currently held in the name of the City
of Greensburg, Kansas; (3) parcels of property donated by other governmental entities; (4)
property purchased by the land bank board of trustees to compliment properties previously
identified to the land bank through other means; and (5) property offered to and accepted by the
land bank.
Section 8. The land bank board of trustees may offer such incentives as it deems appropriate to encourage the development of land bank property.

Section 9(a). The land bank staff shall consult with any individuals, organizations and developers which may be affected by a land bank development project and pass on to the land bank board of trustees the recommendations and concerns of individuals, organizations and developers.

Section 9(b). Proposals will be reviewed by the land bank staff and forwarded to the land bank board of trustees along with recommendations and or concerns of affected individuals, organizations and developers.

Section 10. The governing body of the City of Greensburg, Kansas may advance operating funds to the land bank to pay expenses of the board of trustees and the land bank.

Section 11. The land bank is required to make an annual report to the governing body of the City of Greensburg, Kansas, on or before January 31 of each year, showing receipts and disbursements from all funds under its control.

Section 12. Any money derived from the sale of property by the land bank shall be retained by the land bank. Any funds not immediately required for the purposes of the land bank shall be invested in the manner provided by K.S.A. 12-1675, and amendments thereto.

Section 13. Members of the board of trustees shall receive no compensation, but shall be paid their actual expenses in attending meetings and carrying out their duties as members of the board of trustees.

Section 14. STATUTORY AUTHORITY. The provisions of this ordinance shall at all times be consistent with K.S.A. 12-5901 et seq and amendments thereto.

Section 15. This ordinance shall take effect and be in force from and after its publication once in the official newspaper of the City of Greensburg, Kansas.

Passed and approved by the Governing Body of the City of Greensburg, Kansas this 16th day of June 2014.

Approved and signed by the Mayor this 16th day of June 2014.

_____________________________
Robert Dixson
Mayor

ATTEST:

____________________
Christy Pyatt
City Clerk