CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, FEBRUARY 1, 2016
6:00 PM

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
   2. Appropriation Ordinance
      a. Ordinance #1069

F) ITEMS OF BUSINESS
   1. Kansas Electric Utilities Task Force Strategic Assistance Agreement
   2. Compensatory Time Discussion
   3. Council Priorities
   4. Property Abatements

G) CITY ATTORNEY’S REPORT

H) CITY ADMINISTRATOR’S REPORT

I) GOVERNING BODY COMMENTS

J) EXECUTIVE SESSION
   1. Attorney-Client – 30 min

K) 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
January 19, 2016
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on January 19, 2016.

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

C) ROLL CALL & APPROVAL OF THE AGENDA
Council present: Matt Christenson, Mark Trummel, Sandy Jungemann, Rick Schaffer and Haley Kern.
Christenson made a motion to approve the agenda as presented. Kern seconded the motion. The motion passed 5-0.

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

E) CONSENT AGENDA
Trummel made a motion to approve the Consent Agenda with the amended Appropriation Ordinance #1068 that was provided to Council at the start of the meeting. The amended ordinance provided for invoices totaling $100,394.04. Jungemann seconded the motion. The motion passed 5-0.

F) ITEMS OF BUSINESS
   1. Support of County Road Projects – Scott/Grant
City Administrator Kyler Ludwig advised that the City and Kiowa County share ownership of Grant Street and Scott Street. By contract the County is required to provide maintenance on these streets, but the City and County will cost share repairs to Scott Street. Ludwig has been approached by Commissioner Bert Lowery who expressed interest in working together to apply a chip seal to the dirt sections of Grant and Scott Streets. Project cost estimates were provided in the meeting packet. Street Superintendent Mike Hayes has recommended that the City donate unused rock to the project. The City has enough rock to cover the project; an in-kind donation valued at $3,585. Ludwig requested a motion to donate the rock and for staff to continue conversation with the County for a more formal agreement.

Christenson asked for clarification on which portions of the named streets were included in the project. Ludwig explained that the project includes the dirt portions of East Grant Ave from the end of the current pavement to the entrance to the Business Park and East Scott Street from Main Street to Olive Street. Ludwig clarified that city limits did not extend as far on Grant at the time of the 1991 contract as they do currently. The County currently does snow removal and maintenance on both roads. For this project, the County will provide labor and equipment. The City does not have the equipment necessary to use the rock that is proposed for the donation.

Trummel made a motion, seconded by Jungemann, to allow staff to move forward with an agreement and the in-kind donation of rock. The motion passed 5-0.
2. **TASER X2 Purchase**

The adopted 2016 budget provides for the hiring of a part-time officer. The Police Department has started purchasing equipment in anticipation of this position being filled. Police Chief Paul Alvarez requested Council approve the purchase of a TASER X2 stun gun at a cost of $1,603.90 (the cost of which exceeded Alvarez’s spending authority). A quote sheet and spec sheet from TASER, along with pricing of other equipment, was provided in the meeting packet. Alvarez estimates the life expectancy of the department’s current TASER to be 3 years. Replacement batteries for the current unit are no longer available. Purchase of a new TASER at this time will help the apartment avoid the expenditure of two units at a time. The approximate life expectancy of a new TASER, when tested daily, is approximately 5 years. When asked, Alvarez clarified that funds available for a new officer will cause hiring to be postponed until the second half of the year, allowing time for equipment and uniforms to be purchased. TASER provided the only quote presented as they hold the market on such equipment.

Trummel made a motion, seconded by Kern, to approve the purchase of a TASER X2 stun gun. The motion passed 5-0.

3. **Road Closure Permit – Memorial Weekend**

Ludwig has received a request from Georgina Rodriguez for road closures for the 2016 Memorial Weekend Arts and Craft Fair. Traditionally the event is held on the Saturday prior to Memorial Day. Road closures for that date can be approved administratively. This year the fair will extend into Sunday. Ludwig requested Council approve a request to close Main Street from US-54 to Florida from 8:30 am – 2:00 pm on May 29th. The event would end at 1 pm and the street cleared by 2 pm. Ludwig has spoken to one business owner who is not interested in allowing the Sunday street closure because of it being their busiest weekend of the year. Adam Wagner of the Twilight Theatre does not feel that the closure will affect Sunday matinee traffic. Rodriguez has also voiced interest in utilizing the 300 block of S. Main, if the Chamber chooses not to use the block on May 28th. The Chamber has told Staff they are still interested in using the 300 block.

Trummel made a motion, seconded by Jungemann, to approve the May 29th street closure as requested. The motion passed 5-0.

4. **Public Building Commission**

The Council recessed and convened as the Public Building Commission (PBC) to conduct their required, annual meeting.

Serving as Vice-President prior to the change in by-laws that declared the Council to be the PBC, Matt Christenson chaired the meeting and called it to order.

**Roll Call:** All members were present (Mayor Bob Dixson and Council Members Matt Christenson, Mark Trummel, Sandy Jungemann, Rick Shaffer, and Haley Kern).

**Approval of Minutes of Previous Meeting – January 5, 2015:** Dixson made a motion to approve the minutes of the January 5, 2015 meeting as presented. Sandy Jungemann seconded the motion. The motion passed 6-0.

**Communications:** Staff did not have any communications to provide the Commission.

**Reports:** City Clerk Christy Pyatt reported that $56,087.46 was paid this year on the 30 year PBC bond for the Big Well Museum construction.

**Unfinished Business:** There was no unfinished business.

**New Business:** The Commission was asked by Staff to elect a President, Vice-President, and Secretary. With the approach of City Council Elections in April, Dixson made a motion, seconded by
Trummel, to appoint Christenson as President, Schaffer as Vice-President, and Kern Secretary. The motion passed 6-0.

**Adjournment:** With no additional business to come before the Commission, Christenson declared the meeting adjourned at 6:20 pm.

Council resumed open session at 6:20 pm.

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

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

- **City Budget:** Line item numbers have been altered within City software to match the prepared budget. City Clerk Christy Pyatt has done an excellent job with the transition from 2015 to 2016.
- **Economic Development:** The next meeting of the Kiowa County Economic Development Board is on Monday January 25th at 5pm.
- **Airport Development:** Tiffany Brown has stepped down as the Director of Aviation; she will be replaced by Greg Chenoweth. Lochner has estimated for the City to construct a runway it will cost the City approximately $375,000.
- **Election Deadline:** Candidates interested in running for Mayor or for a city council position must declare their intent with the County Clerk before January 26th.
- **Post Office:** As a federal entity the post office is exempted from many of the permitting requirements we have locally, but they are open and willing to work with the City. The Post Office is estimated to be completed by April 18th.
- **Land Valuation Hearing:** The City will have a hearing with the County Appraiser to discuss the value of the airport property and the industrial park on January 21st.
- **Natural Gas to Industrial Park:** Kansas Gas has put together a proposal for natural gas service to the industrial park. Kansas Gas will pay for 2 inch pipe, and the City will pay for an oversize to 4 inches. A contract will be put together that will allow the City to make its money back with use over the next 5 years.
- **2016 Council Priorities:** Residents over the past month have voiced what issues they feel should be the council’s focus during 2016. City staff has taken these ideas and created a survey to help gauge what priorities are most important. Please fill out the survey and return it to Kyler as soon as possible. Results will be discussed at the February 1st meeting.

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

**J) Executive Session**
Dixson requested a motion to go into an executive session for the purpose of discussing confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships for the period of 30 minutes to include the Governing Body, City Attorney, City Administrator, and Mr. Scott Walker. Trummel made such a motion. Kern seconded the motion. The motion passed 5-0.

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

__________________________   ______________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
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**** PAID TOTAL ***** $21,996.61

***** REPORT TOTAL ***** $21,996.61
TO: Mayor and City Council  
SUBJECT: Kansas Electric Utilities Task Force  
INITIATED BY: City Administrator, Kyler Ludwig

Background:
On January 22nd the City received a letter from Kansas Municipal Utilities (KMU) proposing a collaborative agreement with other Kansas electric utilities. The “Kansas Electric Utilities Task Force Strategic Assistance Agreement” is administered through KMU. The City was also given documentation for a Mutual Aid Agreement through the American Public Power Association (APPA).

Analysis:
The proposed agreement allows for the City of Greensburg to work collaboratively with other Kansas electric utilities when responding to mutual aid requests. The agreement allows for the City to be reimbursed for expenses incurred while working for distressed agencies.

This is a strategic agreement that allows the City to receive additional aid in times of need. It also allows for the City to offer assistance without an impact to our utility customers. If the City is in need of this aid we will be required to reimburse expenses for any assistance received from other agencies.

The Mutual Aid Agreement through APPA is a standard agreement to allow the City to help if there is a need in a neighboring state.

The City does anticipate being in a position to offer aid in many instances because of the size of our staff, but this gives us the opportunity to receive assistance if needed.

Legal Considerations:
City Attorney Gordon Stull has some concerns about insurance coverage under the “Kansas Electric Utilities Task Force Strategic Assistance Agreement”.

Recommendations/Actions: It is recommended the City Council:

Authorize the approval of the Kansas Electric Utilities Task Force Strategic Assistance Agreement and allow for the City to enter into the APPA Mutual Aid Agreement.

Attachments: Exhibit A: Letter From KMU, Exhibit B Kansas Electric Utilities Task Force Strategic Assistance Agreement, Exhibit C: Mutual Aid Agreement
January 22, 2016

Kyler Ludwig  
City of Greensburg  
300 South Main  
Greensburg, KS 67054

Dear Kyler,

Over the last year and a half, Kansas Municipal Utilities (KMU) has been participating in a Kansas Electric Utility Task Force with investor-owned utilities and rural electric cooperatives serving Kansas. The task force has been involved in discussions regarding ways of working together in times of emergency or disaster. After some regions of the country have experienced widespread disasters, they have found a need for improved coordination of available resources to help restore critical electric infrastructure. Rather than having electric crews across the country respond to a particular electric industry sector (municipal, rural electric cooperative, or investor-owned utility), the concept would allow qualified electric staff and resources from across different industry sectors to respond to the system(s) impacted by the disaster and work across industry sector lines when resources from that sector may be exhausted or unavailable.

The discussions have led to the development of an agreement to allow the electric utilities of Kansas to work together if an emergency or disaster has outstripped the resources available from our own electric industry sectors through existing mutual aid programs and efforts. A copy of the final draft of the mutual assistance agreement has been enclosed for your review and consideration. The document was developed using components from our existing mutual aid documents including the program agreement from the Kansas Mutual Aid Program for Utilities (KSMAP) used by the municipal utility community.

We want to provide your utility with the opportunity to participate in this mutual assistance agreement. The Task Force recognizes that not all electric utilities may choose to participate in this program for varied reasons. But, the group also recognizes that participation may bring strategic value to those utilities that do choose to participate. If your electric utility is interested in participating in this mutual assistance arrangement, we would ask that you have your governing body adopt and execute the agreement and return a signed copy to KMU.

Participation in this agreement is strictly voluntary and there is no cost to be a participant in the program. The only time that costs would be incurred by your utility is when requesting mutual aid from other participating utilities. When requesting mutual aid assistance, your utility would agree to reimburse those responding utilities for the costs incurred in the response. Remember, this added level of mutual assistance would only occur if the resources from municipal resources would be exhausted or unavailable through the KSMAP program or other municipal mutual aid resources that you might have in place. Once those resources are exhausted this mutual assistance agreement could be activated to bring additional resources to the disaster response.
As a participating utility, your utility is under no obligation to respond with aid, but the agreement provides the program structure for your response if your utility is able to do so. We recognize that not every utility is able to respond to an incident due to limited staffing, needs in the local community, or other reasons. Your utility has no obligation to respond to any other utility, but we want to provide the structure to do so if electric systems have the capacity to do so.

Also, we are enclosing a copy of the mutual aid agreement from the American Public Power Association (APPA). This agreement would provide your utility with access to additional municipal electric resources from across the country should those resources ever be needed in an emergency or disaster response. Again, if your electric utility has not adopted the APPA mutual aid agreement, we would certainly invite you to consider becoming a participant in that resource as well.

If your electric utility is interested in adopting either or both of these agreements, please forward a signed and executed copy of the agreement to:

Kansas Municipal Utilities
ATTN: Mutual Aid Agreement
101½ N. Main Street
McPherson, Kansas 67460

Thank you for your consideration of these mutual assistance documents and programs. KMU and its partner organizations want to assure that we can get the appropriate resources to your utility should they ever be required and to allow your utility to respond when help is needed by other utilities.

If you have questions or require additional information, please contact me at the KMU office at 620-241-1423 or by email at bmears@kmunet.org.

Sincerely,

Bradley J. Mears
Assistant Executive Director

Enclosures
Kansas Electric Utilities Task Force
Strategic Assistance Agreement

In consideration of the mutual commitment given herein and other good and valuable consideration, each of the signatories to this Strategic Assistance Agreement (SAA) agrees to render aid to any of the signatories under the following terms and conditions.

Section 1: Mission Statement

The Kansas Electric Utilities Task Force (KEUTF) will optimize system reliability and customer experience by establishing a formal, assistance partnership among Kansas electric utilities.

Section 2: Objectives

Objectives of the KEUTF include but are not limited to:
A. Establishing a formal, operations alliance among all Kansas electric utilities
B. Being good citizens and neighbors for the betterment of Kansas
C. Collaborating on storm restoration, hot work apprenticeship hours, equipment needs, supplies and materials, and daily operational assistance
D. Creating a written agreement that captures typical, strategic alliance aspects, such as labor and equipment costs and safety practices
E. Defining, verifying, and standardizing personnel qualifications/titles and equipment
F. Assuring the assisting utility receives appropriate training of the host utility’s procedures, safety practices, and system operations

Section 3: Purpose of the Agreement

This SAA will provide a method whereby Participating Utilities experiencing an emergency as a result of natural or manmade events in the state of Kansas can obtain assistance, in the form of personnel, equipment, materials, and other associated services necessary to protect the health and welfare of the utilities’ customers through restoration of electric service.

This Agreement is not intended to replace nor supersede any existing mutual aid or cooperative agreement currently in place among any of the electric utilities in Kansas. It is intended to serve as a supplemental resource to any other agreement or cooperative arrangement between or among electric utilities in Kansas in the event that resources from those other programs are committed or unavailable.

This Agreement will also allow Participating Utilities to assist with day-to-day work where the Requesting Utility is experiencing resource availability challenges should such assistance be formally requested through appropriate procedures and agreed to by the Requesting Utility experiencing such challenges.
Section 4: KEUTF Participants

Representatives from the following organizations will constitute the KEUTF, and shall oversee the adoption and execution of this SAA:

A. Empire District Electric
B. Kansas Electric Cooperatives
C. Kansas Municipal Utilities (representing Kansas Mutual Aid Program for Utilities - KSMAP)
D. Kansas City Board of Public Utilities
E. Kansas City Power & Light
F. Westar Energy
G. Cooperating Entities:
   1. Kansas Corporation Commission (KCC)
   2. Kansas Department of Emergency Management (KDEM)

Participation in this Agreement is strictly voluntary. The adoption of this Agreement does not obligate any Kansas Electric Cooperative, Kansas Municipal Utility, or Investor Owned Electric Utility to provide any and all assistance that may be requested. A comprehensive list of all participating entities is referenced in Appendix 1.

Section 5: Terminology/Definitions

A. Agreement – The Strategic Operations Agreement, which is entered into by and between all participating electric utilities.
B. Confidential Information – Information exchange will need to take place for this agreement to be effective. Any documents considered as “Confidential” must be clearly marked as such.
C. Emergency – A natural or manmade event that is, or is likely to be, beyond the control of services, personnel, equipment and/or facilities of a Participating Utility.
D. FEMA – Federal Emergency Management Agency, or its agents, successors, or assignees.
E. Mutual Assistance Request Form – The form used by all KEUTF members to officially request and agree upon all resources.
F. Participating Utility – Any electric utility with operations in the state of Kansas and which executes this Agreement.
G. Requesting Utility – A Participating Utility who seeks assistance pursuant to this Agreement.
H. Responding Utility – A Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this Agreement.
I. Description of labor classifications is referenced in Appendix 2 of this Agreement.
J. Description of equipment is referenced in Appendix 3 of this Agreement.
K. The call-out flowchart, which details the process to be utilized per this Agreement, is depicted in Appendix 4 of this Agreement.
Section 6: Period of Assistance

A. The period of assistance will be the period of time beginning with the departure of any personnel or equipment of the Responding Utility, per the Responding Utility’s work rules, for the purpose of traveling to a Requesting Utility in order to provide assistance, or to a staging area in preparation for providing assistance (this would include any request for the Responding Utility to organize its workforce and prepare equipment for travel to the Requesting Utility’s location but to await further instructions before departing). The period of assistance will end upon the return of all personnel and equipment of the Responding Utility.

B. To the extent possible, the Requesting and Responding Utilities should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the emergency assistance period. For extended assistance periods, the Requesting and Responding Utilities should agree on the process for replacing or providing extra rest for the Responding Utility’s employees.

Section 7: Work Rules

A. It will be the responsibility of all Participating Utilities to maintain their own work rules. Work rules depict a utility’s requirements for rest, travel, lodging, and any special considerations.

B. It is the Requesting Utility’s responsibility to request the Responding Utility’s work rules and any other special instructions or considerations.

Section 8: Work Hours

A. The Requesting Utility shall prescribe the number of hours worked; however, it is recommended no employee work more than 16 hours in a 24-hour period.

B. Under situations of prolonged duration, traveling management of the Responding Utility shall have the prerogative of cutting back hours of work if, in their judgment, it is necessary for the health, safety, and welfare of the crews.

C. Normal deployment periods would be considered 14 work days before rotating in new crews.

Section 9: Response/Recall

A. In the event Responding Utility must terminate the assistance and recall employees, contractors and/or equipment, the Requesting Utility will take the necessary action to release such employees, contractors and/or equipment promptly.
Section 10: Lodging/Meals

A. Unless otherwise agreed to by the Participating Utilities, Requesting Utility shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Utility shall normally be responsible for arranging lodging and meals en route to the Requesting Utility and for the return trip home. The cost of these in transit expenses will be covered by the Requesting Utility.

B. Personnel of the same gender, other than management and the General Foreman, of Responding Utility will be expected to share one hotel room with two double beds.

C. Each Participating Utility should have a meal and lodging policy in-place prior to the need for response under this SAA.

Section 11: Safety

A. Safety briefings shall be conducted and documented prior to any work being performed. These briefings shall also include the discussion of any Personal Protective Equipment (PPE) limitations the Responding Utility may have, and the resulting limits to the Responding Utility’s work capabilities during the related response event.

B. Responding Utility’s safety rules shall apply to all work done by their employees. Unless mutually agreed otherwise, the Requesting Utility’s switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Utilities.

C. Any accident, injury, or near-miss (hereafter “incident”) occurring while work is being performed under this SAA shall be reported by all parties involved to the management of the Requesting Utility. Management shall be responsible for initiating an investigation process of the incident to ascertain the pertinent facts detailing the incident. The incident investigation shall be conducted by qualified person or persons selected by the management of each of the Utilities providing or receiving assistance at the time of the incident.

Section 12: Invoicing

A. Requesting Utility shall reimburse Responding Utility for all costs and expenses incurred by Responding Utility as a result of furnishing assistance. Responding Utility shall furnish documentation of expenses to Requesting Utility. Such costs and expenses shall include, but not be limited to, the following:
1. Employees’ wages and salaries for paid time spent in Requesting Utility’s service area and paid time during travel to and from such service area, plus Responding Utility’s standard payable additives to cover all employee benefits and allowances for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, worker’s compensation, employer’s liability insurance, and other contingencies and benefits imposed by applicable law or regulation.

2. Equipment costs incurred in response to the request for assistance.

3. Employee travel and living expenses (meals, lodging, and reasonable incidentals). This does not include expenses that are not valid or reimbursable, such as tobacco, alcohol, or hotel room movie rental.

4. Replacement cost of materials and supplies expended or furnished.

5. Administrative and general costs, which are properly allocable to the emergency assistance, to the extent such costs are not chargeable pursuant to other sections of this agreement.

B. Responding Utility will make every effort to render an invoice no later than 180 days following the period of assistance.

C. Requesting Utility shall pay all non-disputed costs and expenses of Responding Utility within 60 days after receiving an invoice.

D. If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Utilities shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

Section 13: Insurance

A. The Participating Utilities shall carry and determine for itself what kinds of insurance, and in what amounts, it shall carry.

B. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that either Participating Utilities may enjoy.

C. Proof of insurance shall be provided by the Responding Utility to the Requesting Utility.

D. The Responding Utility is responsible for verifying that its insurance coverage includes work performed in the Requesting Utility’s territory (i.e. Missouri).

E. The Participating Utilities shall maintain appropriate insurance for:
   1. Appropriate general liability insurance.
   2. Any equipment, which may be used in providing assistance to a Requesting Utility.
3. Employee faulty workmanship and other negligent acts, errors, or omissions.
4. Meeting the indemnity conditions provided in this agreement.
5. Worker's compensation coverage.

**Section 14: Indemnification**

A. Requesting Utility shall indemnify, hold harmless and defend the Responding Utility from and against any and all liability for loss, damage, cost or expense which Responding Utility may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Utility except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Utility.

B. Where payments are made by the Responding Utility under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Utility shall reimburse the Responding Utility for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Utility.

C. In the event any claim or demand is made or suit or action is filed against Responding Utility alleging liability for which Requesting Utility shall indemnify and hold harmless Responding Utility under the paragraph above, Responding Utility shall promptly notify Requesting Utility thereof, and Requesting Utility, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Utility shall cooperate with Requesting Utility's reasonable efforts to investigate, defend and settle the claim or lawsuit.

**Section 15: Amendments**

A. This SAA may be amended, added to, or deleted from at any time by majority vote of the KEUTF Members.

B. If an amendment to this SAA is agreed upon, all Participating Utilities shall be notified within 10 business days of the amendment decision. This notification shall include a red-line and clean copy of the SAA, and can be distributed via e-mail.

**Section 16: Termination of Agreement**

A. This agreement may be terminated at any time by a Participating Utility by providing written notice to the Participating Utility's representative member of the KEUTF.
Revised June 15, 2015

This agreement is entered into this ______ day of ________________, 2015, by:

__________________________________________________________
Utility Name

__________________________________________________________
Utility Street Address

__________________________________________________________
Utility City, State, Zip Code

__________________________________________________________
Authorized Signature & Title

__________________________________________________________
Printed Name & Title
Appendix 1 – Participating Utilities
Appendix 2 – Labor Classifications

The below classifications involve skilled workers who have been previously classified by the Participating Utility:

- **Journeyman Linemen** – Possess the required knowledge, skill and physical ability to perform any work which they may be called upon to do on the Requesting Utility’s transmission and distribution lines. Experience with other companies shall be considered in computing his/her time at the trade.
- **Hot Apprentices** – Apprentices who have reached a level of expertise where they can be in the primary service under the direct supervision of a Journeyman Lineman.
- **Cold Apprentices** – Apprentices who are allowed to perform non-energized electrical work under the direct supervision of a Journeyman Lineman.
- **Equipment Operators** – Individuals who accompany requested equipment and are deemed certified to operate such equipment.
- **Groundman** – Individuals who do not meet the classification of Apprentice or Journeyman lineman.
- **Mechanics** – The Mechanic is responsible for repairing and maintaining equipment on a project. They will work on site, in a yard and with vendors to make sure equipment is working properly and up to current inspection dates.
- **Safety Representatives** – The safety representative shall be responsible for documentation, training and distribution of safety material among field personnel and management. They shall also work with the field personnel through audits and field observations to make sure standard safe work practices are being followed. In the event safe work practices are not being followed they will be reported through the appropriate supervisory structure.
- **Damage Assessment Team** – Individuals assigned to perform preliminary damage assessments.
- **Response Coordinators** – Individuals that coordinate the response to an emergency and may or may not be onsite.
- **Non-Journeyman Linemen** - Workers designated by the Participating Utility that may not be qualified as journeyman linemen but who have responsibilities for a narrower scope of electric line work.
Appendix 3 – Equipment

Name:
- Digger Derrick
- Fault Detection Equipment
- Fuel Tank, Propane, Portable
- Fuel Tank, Diesel, Portable
- Fuel Tank, Gasoline, Portable
- Fuel Tank, Other, Portable
- Generator
- Hand Tools
- Line Locator
- Overhead conductor
- Personal Protective Equipment (PPE)
- Pole
- Right of Way/Backyard Machine
- Substation – Primary, Mobile
- Substation – Secondary, Mobile
- Transformer
- Truck, Aerial (bucket)
- Trailer, Hot Line
- Trailer, Line Reel
- Trailer, Pole
- Underground conductor

Purpose:
- Used to dig and set electric power poles
- Used to detect electric faults
- Transportable container for propane fuel
- Transportable container for diesel fuel
- Transportable container for gasoline fuel
- Transportable container for other fuel types
- Provides an alternate power source during restoration
- Tools used for electrical work
- Device used to locate underground electrical lines
- Devices used on cross arms to conduct electricity
- Protective clothing and equipment of current regulatory standards
- Electrical power pole
- Assists with reaching remote areas
- Portable station for primary electrical power
- Portable station for secondary electrical power
- Used for electrical distribution
- Used for aerial operations, material handling/man lift
- Trailer for electrical hot line work
- Trailer for carrying electrical line reels
- Trailer for carrying electrical power poles
- Conductors for electrical line underground
MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.

2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.

4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
   a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory’s standard practices.
   b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory’s location.
   c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
   d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.

5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.

6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date ___________________________ Entity ________________________________ (name/ state)

By ________________________________ (please print)

Title ________________________________

American Public Power Association
ATTN: Michael Hyland
Sr. Vice President, Engineering Services
2451 Crystal Drive, Suite 1000 | Arlington, VA 22209-4804
E-mail: MutualAid@publicpower.org | Fax: 202/ 467-2932

Questions about this agreement should be directed to APPA’s Engineering Services department at MutualAid@publicpower.org or 202/467-2900.
TO: Mayor and City Council  
SUBJECT: Compensatory Time  
INITIATED BY: Kyler Ludwig, City Administrator

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**Background:**

The City Personnel Policy Handbook requires that compensatory time is paid out within thirty days. Previously this policy has not been enforced, upon review staff has requested that they receive flexibility to use this time.

**Analysis:**

Compensatory Time is a resource that allows staff to have more flexibility in planning their time off, and it saves the City from paying out large sums of overtime. The current policy is difficult to track, and must be managed by hand. Our payroll system will accept limits on the number of hours allowed in “comp time”. Changing the policy to a set number of hours would allow staff greater flexibility in using comp time, and will make the tracking of time easier.

FLSA allows for local government employees to earn up to 240 hours in compensatory time. Staff recommends setting a limit lower to reduce the City’s liability (80-100 hours).

**Financial:**

Compensatory time reduces the budget impact of overtime. A limit is suggested to limit the City’s liabilities.

**Legal Considerations:**

Any changes will need to be approved by resolution.

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

Give a recommendation on the maximum number of hours allowed as compensatory time, and advise staff to draft a resolution changing the Personnel Policy.

**Attachments:** Exhibit A: Section 3.7 Personnel Policy Handbook – Compensatory Time, Exhibit B: FLSA standards
Fact Sheet #7: State and Local Governments Under the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the FLSA to State and local government employees.

Characteristics

State and local government employers consist of those entities that are defined as public agencies by the FLSA. “Public Agency” is defined to mean the Government of the United States; the government of a State or political subdivision thereof; any agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency. The public agency definition does not extend to private companies that are engaged in work activities normally performed by public employees.

Coverage

Section 3(s)(1)(C) of the FLSA covers all public agency employees of a State, a political subdivision of a State, or an interstate government agency.

Requirements

The FLSA requires employers to:

- pay all covered nonexempt employees, for all hours worked, at least the Federal minimum wage of $7.25 per hour effective July 24, 2009;
- pay at least one and one-half times the employees’ regular rates of pay for all hours worked over 40 in the workweek;
- comply with the youth employment standards; and
- comply with the recordkeeping requirements

Youth Minimum Wage: The 1996 Amendments to the FLSA allow employers to pay a youth minimum wage of not less than $4.25 an hour to employees who are under 20 years of age during the first 90 consecutive calendar days after initial employment by their employer. The law contains certain protections for employees that prohibit employers from displacing any employee in order to hire someone at the youth minimum wage.

Compensatory Time: Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Law enforcement, fire protection, and emergency response personnel and employees engaged in seasonal activities may accrue up to 480 hours of comp time; all other state and local government employees may accrue up to 240 hours. An employee must be permitted to use compensatory time on the date requested unless doing so would “unduly disrupt” the operations of the agency.

In locations with concurrent State wage laws, some States may not recognize or permit the application of some or all of the following exemptions. Since an employer must comply with the most stringent of the State or
Federal provisions, it is strongly recommended that the State laws be reviewed prior to applying any of the exclusions or exemptions discussed herein.

For certain employees in the following examples, the calculation of overtime pay may differ from the general requirements of the FLSA:

- employees who solely at their option occasionally or sporadically work on a part-time basis for the same public agency in a different capacity than the one in which they are normally employed
- employees who at their option with approval of the agency substitute for another during scheduled work hours in the same work capacity
- employees who meet exemption requirements for Executive, Administrative, Professional or Outside Sales occupations
- hospital or residential care establishments may, with agreement or understanding of employees, adopt a fixed work period of 14 consecutive days and pay overtime after 8 hours in a day or 80 in the work period, whichever is greater
- mass transit employees who spend some time engaged in charter activities
- employees working in separate seasonal amusement or recreational establishments such as swimming pools, parks, etc.

Employees Engaged in Fire Protection and Law Enforcement Activities

Fire protection personnel include firefighters, paramedics, emergency medical technicians, rescue workers, ambulance personnel, or hazardous materials workers who:

1. are trained in fire suppression;
2. have the legal authority and responsibility to engage in fire suppression;
3. are employed by a fire department of a municipality, county, fire district, or State; and
4. are engaged in the prevention, control and extinguishment of fires or response to emergency situations where life, property, or the environment is at risk.

There is no limit on the amount of nonexempt work that an employee employed in fire protection activities may perform. So long as the employee meets the criteria above, he or she is an employee “employed in fire protection activities” as defined in section 3(y) of the FLSA.

Law enforcement personnel are employees who are empowered by State or local ordinance to enforce laws designed to maintain peace and order, protect life and property, and to prevent and detect crimes; who have the power to arrest; and who have undergone training in law enforcement.

Employees engaged in law enforcement activities may perform some nonexempt work that is not performed as an incident to or in conjunction with their law enforcement activities. However, a person who spends more than 20 percent of the workweek or applicable work period in nonexempt activities is not considered to be an employee engaged in law enforcement activities under the FLSA.

Fire protection and law enforcement employees may at their own option perform special duty work in fire protection and law enforcement for a separate and independent employer without including the wages and hours in regular rate or overtime determinations for the primary public employer.

- Fire Departments or Police Departments may establish a work period ranging from 7 to 28 days in which overtime need be paid only after a specified number of hours in each work period.
• Any employee who in any workweek is employed by an agency employing less than 5 employees in fire protection or law enforcement may be exempt from overtime.

For more information on law enforcement and fire protection employees under the FLSA, see Fact Sheet #8.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210
3.4 **Salary Adjustments**
An employee pay rate may be adjusted within the pay range established for the position the employee holds as the result of a performance evaluation, disciplinary reasons, transfer or other causes. Salary adjustment request must be submitted by an employee’s Department Head on a [Personnel Status Form](#) and approved by the City Administrator. A notice of any salary adjustment shall be given to the employee prior to implementation.

3.5 **Payroll Direct Deposit**
All City of Greensburg employees are required to use direct payroll deposit of pay checks into their specific bank account. Any current employee not using direct deposit as of the adopted date of these personnel policies may continue to receive payroll checks during his or her term of their employment with the City of Greensburg. Employees using direct deposit shall receive a pay stub that details the employee’s pay information for each pay period.

3.6 **Overtime Pay**
Overtime pay is paid to all Non-Exempt employees in accordance with the Fair Labor Standards Act requirements. Overtime pay is based on all time recorded in a forty (40) hour work week in a seven day period. Time recorded in excess of forty (40) hours shall constitute overtime. Time for unpaid leave will not be considered as hours worked for purposes of performing overtime calculations. Employees determined to be in an exempt position in accordance with the Fair Labor Standards Act are not eligible to receive overtime pay.

All overtime work and payment for overtime by Non-Exempt employees must be requested and approved by the appropriate Department Head or his/her designee. All Non-Exempt employees covered by this policy shall be compensated for overtime work at the rate of one and one-half (1.5) times their regular rate of pay. Hours worked on a holiday shall be paid at double the regular rate of pay.

3.7 **Compensatory Time**
All Non-Exempt employees may be granted compensatory time in lieu of receiving overtime pay. Granted compensatory time shall be accumulated at the rate of one and one-half (1.5) hours of compensatory time for each one (1) hour of overtime worked.

Any compensatory time granted shall be used within thirty days following receipt of that time. Any accumulated compensatory time remaining following the end of thirty days shall be paid at one and one-half (1.5) times the regular rate of pay. Any accumulated hours of compensatory time remaining for any individual employee at the time of adoption of this Personnel Policy Handbook shall receive overtime compensation for those hours at a rate of one and one-half (1.5) hours regular salary.
TO: Mayor and City Council  
SUBJECT: Council Priorities- 2016  
INITIATED BY: City Administrator, Kyler Ludwig

Background:
During December and January residents and staff members were asked to give their ideas on what the City Council should focus on in 2016. Council and staff members were surveyed to identify which items were the highest priorities.

Analysis:
The survey of the governing body shows that the highest priority in 2016 is to develop the industrial park. Council also indicated they would like to focus on blighted properties, updating rental pricing in the incubator, planning street repairs, and advertising incubator spaces. The council’s responses showed the greatest variation (high standard deviation) in response to the topics of residential chickens, and the municipal airport.

The same survey was given to City department heads, and showed that the most important priority in 2016 was to develop the industrial park. Staff also indicated they would like to focus on creating an equipment replacement plan, and discuss truck routes.

In viewing the data as an aggregate of staff and council it is clear that the highest priority is industrial park development.

Recommendations/Actions: It is recommended the City Council:
Discuss the survey and 2016 goals. Add any goals that were not brought up in the survey.

Attachments: Exhibit A: Council Priority Data
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<th>Avg</th>
<th>StdDev</th>
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TO: Mayor and City Council
SUBJECT: Property Abatements
INITIATED BY: City Council

Background:
Requests were received for staff to begin following up more regularly on properties with code violations. On January 27th, 2016 City Staff performed an inspection of properties in the city’s limits. The initial inspection found more than 30 properties in violation.

Analysis:
The properties found in violation on the January 27th inspection have been prioritized from the most blatant/extensive violations to the least visible violations. Based on current staffing it is unrealistic to follow through the abatement process on all the properties at once.

Staff would like to begin working on a few properties at a time starting with the highest priority properties.

Staff is seeking discussion on code enforcement:
-Which type of violations are most concerning?
-How flexible should staff be in resolving concerns?
-Does the Council have recommendations on how code enforcement should be performed?

Recommendations/Actions: It is recommended the City Council:
Discuss code enforcement and goals for the program.