A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS
   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 – March 21, 2016
   2. Appropriation Ordinance
      a. Ordinance #1073

F) ITEMS OF BUSINESS
   1. Cyber Insurance
   2. Crack Fill Equipment Purchase
   3. Commercial Outdoor Contract Renewal
   4. Iroquois Center Land Bank Donation
   5. Bike Program
   6. Draft Chickens Ordinance
   7. Quarterly Financial 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.
Greensburg City Council
March 21, 2016
City Hall

A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on March 21, 2016.

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

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

D) CITIZEN COMMENTS
Dixson welcomed citizens to the meeting and opened the floor for comments or questions.

Ann Dixson, 221 S. Grove, voiced her support of backyard poultry being permitted on residential properties. Dixson listed several benefits to having poultry, including food production and the tilling and fertilizing of soil. Dixson noted that many large cities have made provision for residents to own backyard poultry.

Randy Rinker, 403 S. Pine, voiced his support of backyard poultry on residential properties, stating that he has raised various poultry for over 50 years. Rinker mentioned several benefits to owning poultry, including the increased opportunity for children living in city limits to have 4-H projects. He believes the allowance of poultry is part of a movement in green communities. Rinker stated that he never had any complaints while raising fowl and various other livestock in town. He believes that with proper care there will be no issues with noise or smell. Rinker suggested restricting the number of birds allowed and an occasional inspection to ensure clean, proper enclosures and care of the birds. Rinker stated that he would be glad to work with those interested in raising fowl.

E) CONSENT AGENDA
Kern made a motion, seconded by Jungemann, to approve the consent agenda as presented. The motion passed 5-0.

F) ITEMS OF BUSINESS
1. Approval of 2016 Insurance Policy
City Administrator Kyler Ludwig introduced Insurance Agent Jeanine Hassiepen, People’s Insurance, to present the quote for 2016 insurance coverage. Hassiepen recommended no change in providers for 2016 but will be reviewing options for 2017. A quote from EMC for continued coverage was provided with a projected cost of $104,715. A quote for $921.00 was also provided for data compromise and cyber insurance. The cost of this additional coverage was not included in the overall cost of coverage. In 2015 the City added coverage for small equipment purchased, two new mowers, and the pool. The City also received a dividend check of approximately $14,000.

Schaffer asked why liability insurance was so high and if the city does safety meetings. Hassiepen stated that EMC does offer some safety classes. Ludwig has spoken to KMU and others regarding providing safety training to employees. Hassiepen explained that in 2012 the city had a large, long lasting claim.
Claims are counted for 3 years when determining liability premiums. 2016 is the final year that particular claim will be counted.

Christenson had several questions regarding the suggested cyber and data coverage. $100,000 is the highest coverage available for municipalities. Hassiepen will look into minimum network security measure requirements. Christenson would prefer to gather additional information before a decision is made on whether or not to purchase this coverage. Hassiepen stated that she has 30 days to bind coverage.

Kern made a motion to approve the quote from EMC insurance, excluding cyber solutions & data compromise coverage until additional information can be gathered. Schaffer seconded the motion. The motion passed 5-0.

Ludwig presented an ordinance to amend Section 15.8 of the Sustainable Land Development Code, as recommended by the Planning Commission on March 9, 2016. The recommended change does not legalize fowl on residential properties. Fowl are still prohibited by the Animal Control code unless a property owner has two continuous acres of property. The recommended amendment would allow fowl to be governed solely by the City Animal Control Code. Ludwig gave a brief history on the topic. A copy of unapproved minutes from the March 9th Planning Commission public hearing were provided in the meeting packet. The amendment was recommended by a 3-1 vote. Ludwig stated that staff recommends support of the Planning Commission’s decision on this motion.

Trummel voiced concern that amending the Land Development Code would be the first step to allowing fowl on residential properties of any size. Ludwig stated that amending the code was not a necessary step to allow fowl because the City Code takes precedence over the zoning code; however, the amendment would reduce conflict between the two codes. Trummel voiced concern over the city’s ability to ensure the fowl are being properly maintained. He believes that allowing additional fowl in town will increase the number of skunks, raccoons, and foxes. Also discussed were concerns of neighborhood dogs killing fowl.

Christenson stated that he agreed with Rinker’s assessment but questioned what recourse the city could have for someone who did not follow any regulations that the City may choose to impose in the future. He also voiced concern over the city’s ability to regulate backyard fowl. He recommended Council closely examine the cost of enforcement and what regulations to put in place, should they choose to amend the Animal Control Code. Christenson stated that he had spoken to 12-15 citizens regarding the possibility of allowing backyard fowl. His observation was that the community is evenly split on the topic. He believes citizens either adamantly support or oppose the issue. Christenson stated that he is open to the idea of allowing backyard fowl if they are properly controlled and maintained; however he will have to be convinced that this would be the case. Christenson suggested that the Council table the proposed amendment until they have looked at the Animal Control Code.

Kern believes regulations on backyard fowl would need to be well thought out and meticulously written. She believes that amending section 15.8 of the Land Development Code gives Council the ability to set as stringent of guidelines as they see fit. It was also noted that Council could amend section 15.8 and vote not to change the Animal Control Code.

Upon Ludwig’s recommendation of a timely response to the Planning Commission’s request, Christenson made a motion to approve Ordinance 1069, amending Section 15.8 of the Sustainable Land
Development Code. Jungemann seconded the motion. The motion passed 4-1 with Trummel voting “no”.

3. Discussion on Animal Control Ordinance
Ludwig discussed various citizen comments that Staff has received regarding backyard fowl. Ludwig has surveyed 49 Kansas cities to determine if chickens are allowed in residence areas. 8 of the 49 cities prohibited chickens while the remaining cities allowed them under various restrictions. Restrictions across Kansas cities included types of fowl, gender of fowl (i.e. roosters), number of fowl (average of 12), coops (size, setbacks from property lines), fencing, permission or notification of neighbors (200 ft), types of residences at which they are permitted (single family and duplexes only), approval from a governing body/public hearing, required sponsorship from the local 4-H club or local fair board, and annual permitting process and fees. Ludwig encouraged the Council to consider regulations that are transparent, clear, and that can be evenly enforced. Ludwig is seeking comments and recommendations from the Council and plans to discuss the topic over multiple meetings.

Christenson voiced that he would not be opposed to various fowl, but would be against allowing roosters. He would suggest a maximum of 6 total birds, a coop with setback requirements, a privacy fence, and notification of neighbors. Should a property owner be required to receive permission from neighbors before a permit could be issued, Council would need to decide if there would need to be unanimous approval or a percentage of neighbors. Also, Council should consider if a public hearing of the neighbors should be held. Penalties and a process for addressing non-compliance need to be discussed. Christenson felt that requiring a 4-H or fair board sponsorship would limit fowl to those with children. He stated that permits and fees would be necessary.

During discussion on enforcement of the Animal Control Code City Clerk Christy Pyatt stated that the current code dealing with dogs at large sets a fine that increases significantly after an owner is declared a habitual violator as defined by the code. Council may want to consider something similar for domestic fowl. Ludwig explained that he has city maintenance working with the Police Department to identify unregistered dogs. The same could be done with backyard fowl. Chief Alvarez has issued several tickets for dogs at large, no registration, and one ticket for possession of backyard fowl.

G) CITY ATTORNEY’S REPORT
City Attorney is on vacation.

H) CITY ADMINISTRATOR’S REPORT
Ludwig emailed a prepared City Administrator’s Report to Council prior to their meeting. The following topics were discussed in the report:

- **Pool Manager:** Staff has received applications and are interviewing for the pool manager position. It is anticipated that an offer will be extended this week.

- **Code Enforcement:** One open basement has been closed since the last council meeting, and three homes with broken windows have been temporarily secured. KDOT has agreed to remove the dead trees on their property north of the highway. City Staff has been in communication with 3 home owners about bringing their homes into compliance. The City has scheduled a meeting with the County Attorney about additional options to work together in encouraging code compliance.

- **Quarterly Transfers:** Funds are sufficient for quarterly transfers. The transfers are budgeted at $32,500 from the Electric Utility to the General Fund and $5,000 from the Water Fund to the General Fund. The required $5,000 transfer from Solid Waste will also be completed this quarter.

3
Fire Department Notification System: The Fire Department has tested a notification system that works with their smart phones. Fire Chief Jay Koehn will be submitting a receipt for this purchase which includes the modem and a year of service for approximately $1,000.

Stamp Out Starvation: The school is seeking volunteers for their event on March 30th in the school gym. City staff will be invited to serve with the community.

Kiowa County Health Fair: On April 2nd the County is hosting its annual Health Fair. The City is paying for employees to have an annual health screening.

Municipal Election: The City Election will be at the Community Building from 7am-7pm on April 5th. Council was asked to encourage its neighbors to vote.

USPS Meeting: The Post Office has asked to use the Council Chambers on April 14th for a Town Hall Meeting. The meeting will start at 6:00 pm. The Post Office will be discussing changes in operations. Members of the community interested in learning about changes to their service are encouraged to attend.

Spring Clean Up: Spring Clean Up is scheduled for May 14th. The Methodist Church has volunteered to help individuals get things to the curb in preparation for that day. Staff will be working on an advertisement for the event.

I) GOVERNING BODY COMMENTS
There were no comments from the Governing Body.

J) ADJOURNMENT
With no additional information to come before the Council, Dixson declared the meeting adjourned at 7:05 pm.

___________________________________   ______________________________
Robert A. Dixson, Mayor     Christy Pyatt, City Clerk
## APPROPRIATION ORD. 1073

### 04.04.16

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* **** PAID TOTAL ***** $26,063.11*

* ***** REPORT TOTAL ***** $26,063.11*
TO: Mayor and City Council
SUBJECT: Insurance and City Coverage
INITIATED BY: Kyler Ludwig, City Administrator

Background:
The City Council reviewed its insurance coverage on March 21st with Jeanine Hassiepen from Peoples Insurance. The City Council approved the insurance bid, but wanted to wait for more information before they made a decision on the “Data Compromise and Identity Recovery Premium”, and the “Cyber Premium”.

Analysis:
The costs for Cybersolutions insurance is $921.00. The insurance helps cover costs of viruses and data loss. A brochure has been provided through EMC that more fully summarizes what is covered by the insurance.

Following our last council meeting Jeanine Hassiepen followed up about minimum levels of security required by the City for the coverage to take effect. EMC did not have a set standard or minimum expectations required for coverage. EMC does provide recommendations and assessment tools that can be used to help ensure the City is secure, which is an aspect of the coverage provided.

In a recent discussion through KACM (Kansas Association of City Managers) the municipal governments of Kingman, Bel Aire, Westwood, Mulvane, Prairie Village, Hesston, Freedonia, and Hutchinson have recommended the cyber coverage based on their experience.

Financial:
The cost for the coverage is $921.00, which will be split across multiple departments (Utilities/Administration)

Recommendations/Actions: It is recommended the City Council:
Approve the proposed Insurance bid through EMC Insurance.

Attachments: Exhibit A: 2016 Insurance Quote, Exhibit B: Cyber solutions Brochures
CITY OF GREENSBURG
300 S MAIN ST
GREENSBURG, KS 67054-1728
04/01/2016 to 04/01/2017
Prepared on 03/17/2016
Quote Valid Through 05/01/2016

Account Summary
Quote Account Number: X466342
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Total Account Premium Estimate                     | $104,715.00 |

This is a proposal from EMC Insurance Companies. We offer personalized service through your independent insurance agent, customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims.

The premium estimate reflects the rates as of the date shown above and assumes the information provided to EMC is accurate.*

Please review the following pages for coverage details. For more information on the advantages of insuring your business with EMC, talk to your insurance agent or visit www.emcins.com.

Thank you,

SBAIC DBA Peoples Insurance

*This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.
CyberSolutions

Almost every business relies on data and computer systems, and when these systems experience an attack, critical information can be lost. The effects of a cyber attack or data breach, including loss of income and expensive litigation, can be long lasting and financially devastating.

Coverage When You Need It Most

CyberSolutions from EMC Insurance Companies provides the robust protection you need to respond to and recover from a data breach or cyber attack. We do this by combining data compromise and cyber liability coverage into one product that offers a variety of limits and deductibles at affordable rates.

Available to a wide variety of businesses and organizations—from schools and municipalities to offices, manufacturers and contractors—CyberSolutions helps pay for the costs associated with:

- Computer software restoration
- Data recovery
- Third-party liability protection
- Response efforts
- Defense and liability
- Identity recovery for key individuals within your organization

Cyber Liability Component

The cyber liability component of CyberSolutions protects your organization against two related risks: computer attacks and liability to third parties due to security weaknesses in your computer systems.

Computer Attacks

When a computer attack causes damage to your electronic data and computer systems, CyberSolutions pays for the costs associated with recovery, including:

- Data Restoration: The cost of a professional firm hired to replace lost or corrupted data from electronic sources
- Data Re-Creation: The cost of a professional firm hired to research, re-create and replace lost or corrupted data from nonelectronic sources*
- System Restoration: The cost of a professional firm hired to restore your computer system to its pre-attack level of functionality by replacing or reinstalling software, removing malicious code and correcting the configuration of your computer system
- Loss of Business: Business income lost and extra expense incurred during the period of time when system and data recovery activities are taking place*
- Public Relations Services: Assistance from a professional public relations firm in communicating with outside parties concerning the computer attack and your response*

* Sublimits apply

Network Security Liability

Network security liability provides coverage for defense costs (within the policy limits) and associated settlement and judgment costs arising from actions brought by third parties who allege injuries as a result of a failure in the security of your business systems, including:

- A breach of third-party business data
- An unintended propagation of malware
- A denial of service attack in which you unintentionally participated
Policyholders who are victims of covered identity thefts are assigned a case manager who provides a wide range of identity recovery services, including letter writing, phone calls, credit report requests, follow-up and record keeping.

Claim and Legal Services

Claim services are provided by data compromise and identity recovery claim specialists. Policyholders who need legal defense are represented by experienced law firms — a service that would normally be too expensive for many business owners.

Tools and Resources Through eRiskHub®

With CyberSolutions, you’ll also receive access to eRiskHub, an online risk management portal that includes tools to manage cyber security risks and resources to help you stay informed of the latest security threats. Learn more about eRiskHub on our website.

Data Compromise Component

The data compromise component of CyberSolutions provides the following coverages to help you notify and assist your clients and others following a breach of personal information:

Response Expense Coverage
Includes coverage for costs associated with a legal and forensic information technology review of the breach, public relations and notification to the affected individuals. This coverage also includes services for the affected individuals:
- A toll-free help line
- Credit monitoring
- Identity restoration case management

Defense and Liability Coverage
Provides coverage for data compromise defense and liability (within the policy limits) in the event that affected individuals or a government entity brings an action against you. There must first be a covered loss under the response expenses coverage before defense and liability coverage goes into effect.

Identity Recovery Coverage
Provides expense reimbursement and case management services caused by an identity theft for key individuals within your organization. Covered expenses may include:
- Various legal costs
- Lost wages
- Child and elder care costs
- Mental health counseling

Learn More

To learn more about CyberSolutions, contact your local insurance agent or visit www.emcins.com/businessins/cybersolutions.

Disclaimer: The contents of this brochure are for informational purposes only and are not intended to be all-inclusive. Refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.
CyberSolutions

REACT TO AND RECOVER FROM A CYBER-RELATED EVENT

Cyber attacks and data breaches are increasingly common and can be devastating to your business. Not only are chances of a cyber-related event high, but recovery can be extremely costly. Reputational damage, loss of critical information essential to your daily operations and costly litigation will directly impact your bottom line.

That’s why EMC offers CyberSolutions—a robust product that combines cyber liability and data compromise coverages to help your business or organization react and recover.

Cyber Liability
- Computer software restoration
- Data recovery
- Third-party liability protection

Data Compromise
- Response efforts
- Defense and liability
  PLUS:
  - Identity recovery for key individuals

By the Numbers* FREQUENCY

69% of business risk managers reported AT LEAST ONE HACKING SCARE OR INCIDENT IN THE LAST YEAR

29% of U.S. businesses HAD A CYBER ATTACK IN 2012

55% of small companies have experienced AT LEAST ONE DATA BREACH

32% reported more than five scares or incidents

72% were not able to fully restore their company’s computer data

53% of small companies have experienced multiple data breaches

FLIP FOR MORE
CyberSolutions is available to a wide variety of businesses and organizations.

Learn More
To learn more, talk with your local independent insurance agent or visit www.emcins.com and select Business Insurance > CyberSolutions.
TO: Mayor and City Council  
SUBJECT: Crack Filler Purchase  
PREPARED BY: City Administrator, Kyler Ludwig

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**Background:**  
As part of the 2016 Budget the City Council allocated $5,400 for the purchase of a Cold-Pour Crack Filler. The City currently has a gravity fed unit to fill cracks with a cold tar, but the process is slow and inefficient.

**Analysis:**  
City staff received two bids on a CrackPro 3500. The low bid was from Seal Master at $5360, and the second bid was from Team Lab at a cost of $5,400. Both companies are providing the same machine, but Seal Master is $40 cheaper.

A video of the equipment can be found at [https://www.youtube.com/watch?v=2vShznpiYE](https://www.youtube.com/watch?v=2vShznpiYE)

The system includes an air-wand to blow dirt out of cracks prior to the seal coat being applied. The CrackPro 3500 can be used to apply sealant to the road and in cracks. Council budgeted for this equipment in an effort to stop further degradation of streets when they crack.

**Financial:**  
$5,400 was budgeted for this equipment with the 2016 budget process.

**Recommendations/Actions:** It is recommended the City Council:  
Motion: Accept the bid of $5,360 from Seal Master for the CrackPro 3500.

**Attachments:** Exhibit A: Flyers from Seal Master & Team Lab
CRACK FILLING MACHINE

Features:
- 56 in length
- 25 in width
- 50 in height
- 440 lb weight
- 0.24 SCFM
- 125 PSIG

Specifications:
- 50 gallons per minute
- 8 HP Honda Engine

DRUM

Features:
- 1" Air Diaphragm Pump
- Basket Strainer
- 75' Spray Hose & Wand
- Suction Hose Assembly

Specifications:
- 23 in width
- 30 in length
- 114 lb weight
- 20 GPM flow rate
- 100 PSI pressure

TAR POT

Features:
- Removable tar pot for easy cleanup
- Adjustable flow for precise material control
- Steel ball bearing wheels
- Spring loaded squeegee for material control
- Handle is adjustable
- Can be used for Hot or Cold pour crack filling
TO: Mayor and City Council  
SUBJECT: Commercial Outdoor Contract Renewal  
INITIATED BY: Kyler Ludwig, City Administrator

Background:  
The Tourism Board unanimously approved the contract agreement with Commercial Outdoor for the Billboard on the South side of US-54 and on the West side of Pratt. The contract exceeds the $5,000 spending limit of the Tourism Board, and will need final approval from the Governing Body.

Analysis:  
The Contract is for $300.00/month for the period of 2 years. The City will also have the option to replace the design at a cost of $600.00.

Earlier this month our billboard was taken down because of some miscommunication, but our current artwork will be replaced at no charge. The City will still have the option to select a new design in the future.

Financial:  
The $300.00/ month and $600.00 to reface the billboard will come from the Tourism budget.

Recommendations/Actions: It is recommended the City Council:  
Approve the two year contract with Commercial Outdoor

Attachments: Exhibit A: Commercial Outdoor Contract.
BILLBOARD LEASE AGREEMENT
This agreement is made and entered into this 1st day of February, 2016 by and between Commercial Outdoor Co., L.L.C. of Colby, KS 67701, County of Thomas, State of Kansas (Hereinafter called Commercial Outdoor) and City of Greensburg, 300 S Main, Greensburg, KS 67054 (Hereinafter called Advertiser).

PRODUCT
In consideration of the covenants and agreements herein contained and the sum stipulated to be paid cash by Advertiser to Commercial Outdoor, or its order, Commercial Outdoor agrees to furnish, erect and maintain and/or have furnished, erected and maintained, in good condition for a period of 24 months, one (1) Outdoor Unipole billboard face with dimensions listed below on private property, at specified locations, as per copy and layout, approved by both parties. Commercial Outdoor shall secure, at its own expense, written leases or grants of easements from the owner of such property, giving advertising company the right to erect and maintain the sign on such property. Commercial Outdoor shall at all times during the term of this contract wholly perform all of the covenants and conditions of such leases or grants to be performed on advertiser company’s part, so as to keep such leases or grants in full force and effect.

One (1) 8' x 28' Uni-pole Hi-Rise billboard face, illuminated with floodlights, located at Mile Marker 136.1, Pratt County, KS. Sign will be visible to West- Bound Traffic.

LOCATIONS
Said sign(s) described above are to be erected by Commercial Outdoor on sites chosen by Commercial Outdoor and approved by Advertiser:

A Tract of land, located in the S/2NW/4 Section 4–28S–R13W of the sixth principal Meridian.

Located on South Side of Hwy 54 @ 20005 W Hwy 54
Hwy 54. MM 136.1 Pratt County, KS

RENTAL PAYMENTS
Advertiser shall pay Commercial Outdoor the sum of $600.00 at the execution thereof to install new art copy to be approved by Advertiser. Commercial Outdoor agrees to lease to Advertiser and the Advertiser agrees to rent from Commercial Outdoor the said
outdoor bulletins for a period of 24 consecutive months at $300.00 per month. The first monthly rental installment shall become due and payable the month following overlay installation and the remaining 23 monthly installments shall become due and payable each and every successive month until said total rental payable under this agreement shall have been paid. Lighting of the sign costs will be paid for by Commercial Outdoor. Additionally, the undersigned, hereby, individually assumes responsibility for this contract and guarantees payment according to this contract.

EXTENSION OF AGREEMENT
It is further agreed that this agreement shall be renewed for a further period of Twelve (12) months at a monthly rate the same as above, payable monthly in advance at the expiration of the original terms of the agreement, unless at least thirty (30) days before the said expiration written notice shall be given by either party to have said agreement terminated.

DEFAULT
Advertiser agrees that if one (1) of the monthly installments is not paid to Commercial Outdoor, or its order, when due and becomes delinquent and unpaid for a period of thirty (30) days or more, then written notice shall be given to the advertiser of the default, and said advertiser shall have an additional 30 days in order to pay the arrears. If, after 30 days are given and the arrears are not paid, Commercial Outdoor shall reserve the right to demand and the entire contract price payable in cash at once. Interest on the unpaid balance shall be due and payable at the rate of eighteen (18%) per annum (1.5% per month) beginning on the 30th day after the last date of paid advertising. In case of failure to pay the monthly installments, as herein provided, Commercial Outdoor reserves the right to resell the herein enumerated display(s), without notice to the Advertiser.

DAMAGES TO PRODUCT
Any damage to any sign or sign through or by any act of natural origin, or by other acts or agency beyond the control of Commercial Outdoor shall not violate this contract or any of the terms of this agreement in any manner whatsoever and shall not excuse or relieve Advertiser from fulfilling all the terms of this agreement. In case of any damage to said signs as set out above, Commercial Outdoor will correct such damage as soon as possible and any loss of service during any such period between service trips, will be reimbursed for by Commercial Outdoor through additional service rendered at the end of this agreement to equal any such service lost through such damage.

OWNERSHIP OF PRODUCT
It is mutually agreed that the sign structures and displays are the property of Commercial Outdoor and the Advertiser has no right, title or interest herein other than
as provided by this agreement. All the rentals due landowners for the sign location will be paid by the owner, Commercial Outdoor.

ADDITIONAL AGREEMENTS
This contract is non-cancelable. Any agreement not contained herein shall not be binding on either party. Additional agreements between parties may be added by Addendum in writing below and become part of this total agreement upon being signed by the principal parties, Commercial Outdoor and Advertiser. It is further understood and agreed that there are no promises, agreements, conditions, or understandings; either oral or written between the parties other than are herein set forth.

ASSIGNMENT OF CONTRACT
This agreement is freely negotiable and may be sold, assigned, pledged and/or hypothecated by Commercial Outdoor at its sole election.

LICENSES AND SALES TAXES
If during the life of this contract, any additional government taxes are assessed on the structures, as they exist presently, or are imposed upon outdoor advertising affecting this contract, the Advertiser agrees to pay the amount of such licenses. The Advertiser also agrees to pay any Kansas Sales Taxes levied on advertising structure, if any.

TIME
Time is of the essence of this agreement. The terms and covenants shall be binding and inure to the benefit of both parties hereto, their successors, heirs and assigns.

BY: ___________________________  DATE: ___________________________  
Bruce W. Bandy, Member
Commercial Outdoor Co., L.L.C.
PO Box 55
Colby KS 67701

BY: ___________________________  DATE: ___________________________  
City of Greensburg
300 S Main
Greensburg, KS 67054

NOTARY BLOCK
Subscribed and sworn to before me this 5th day of February, 2016.
Signature: [Signature]
Notary Public
My Commission Expires: 02-20-2017
(Notary Seal)

NOTARY BLOCK
Subscribed and sworn to before me this ______ day of ________, 2016.
Signature: [Signature]
Notary Public
My Commission Expires: ________
(Notary Seal)
TO:        Mayor and City Council
SUBJECT:   Land Bank Donation
PREPARED BY:  City Administrator, Kyler Ludwig

**Background:**
On June 16, 2014 the City of Greensburg established a Land Bank to help aid in the development of properties within the City. The City was approached by the Iroquois Center about a donation of two properties into the Land Bank.

**Analysis:**
The first property is located on Kansas Avenue and has the legal description of Greensburg Original Town, Block 41, Lot 5 & 6. The second property is located on Olive Street and has the legal description of Canfield & Lee’s Addn (GBG), Block 02 Lot 9-11 & W2 Vac Alley Adj E. These properties are appraised at a value of $5,940. The property on Kansas Ave. is a great property for a potential business looking to build on US-54; having this property could provide the City an economic development incentive for an interested business.

Gordon Stull will be reviewing these properties before the meeting to determine the risk involved in accepting them into the Land Bank.

**Financial:**
Staff will be required to maintain these properties, which will have an ongoing cost.

**Recommendations/Actions:** It is recommended the City Council:
Convene as the “Land Bank” and if there are no liens accept the two properties into the Land Bank.

**Attachments:**  Exhibit A: Lank Bank Donation Application.
Section 1: Personal Information.

1. Applicant’s Name: ________________________________
   Spouse (if applicable): ________________________________

2. Name of Corporation (if applicable): Iroquois Center For Human Development, Inc

3. Street Address: ________________________________

4. City, State, Zip: Greensburg, KS 67054

5. Home Phone #: 620-482-2789 Work Phone #: 620-723-2272

6. E-Mail Address: terry.mayhew@juno.com

Section 2: Proposed Land Bank Donation.

1. Common Address(s) of Property ________________________________
   KANSAS
   Vacant Land
   Structure

2. Legal Description(s) of Property (a copy of current deed may be attached)
   GREENSBURG ORIGINAL TOWN, BLOCK 41, LOT 5 & 6

3. Does the property being donated have any Code Enforcement violations?
   Yes __ No X

4. Have all taxes/abatement costs been paid on the property?
   Yes __ No X If no, how much is remaining? $ ___ 2016 taxes not paid

5. What is the current Appraised Value of the Property? $ __5060__
Section 3: Additional Comments & Terms of Proposal.

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

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the City of Greensburg Land Bank policy and agree to the terms and conditions of it. I understand that the Land Bank and the City of Greensburg reserve the rights to reject any proposal without cause. I understand that I will be responsible for paying for title insurance.

Applicant’s Signature  [Signature] Chairman

Print Your Name  Terry Mathew  Date 3-4-16

Return Completed Application to: Land Bank, City Hall, 300 S. Main, Greensburg, KS 67054
Fax 620-723-2644 Phone 620-723-2751
Section 1: Personal Information.

1. Applicant’s Name: ________________________________
   Spouse (if applicable): ________________________________

2. Name of Corporation (if applicable) Iroquois Center For Human Development, INC.

3. Street Address: 610 E. Grant Avenue

4. City, State, Zip: Greensburg, KS 67054

5. Home Phone #: 620-482-2789   Work Phone #: 620-723-2272

6. E-Mail Address: terry.mayhew@juno.com

Section 2: Proposed Land Bank Donation.

1. Common Address(s) of Property  S. Olive Street
   Vacant Land
   Structure

2. Legal Description(s) of Property (a copy of current deed may be attached)
   CANFIELD & LEE’S ADDN (GBG), BLOCK 02, LOT 9-11 & W2 VAC ALLEY ADJ E

3. Does the property being donated have any Code Enforcement violations?
   Yes  No  X

4. Have all taxes/abatement costs been paid on the property?
   Yes  No  X  If no, how much is remaining? $ 2016 Taxes Not Paid

5. What is the current Appraised Value of the Property? $ 880
Section 3: Additional Comments & Terms of Proposal.

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

Incomplete applications will not be considered and will be returned to the sender. As the applicant I attest that the information in this proposal is accurate. I attest that I have read the City of Greensburg Land Bank policy and agree to the terms and conditions of it. I understand that the Land Bank and the City of Greensburg reserve the rights to reject any proposal without cause. I understand that I will be responsible for paying for title insurance.

Applicant’s Signature  

Print Your Name  

Date  

Return Completed Application to: Land Bank, City Hall, 300 S. Main, Greensburg, KS 67054  
Fax 620-723-2644 Phone 620-723-2751
TO: Mayor and City Council  
SUBJECT: Bike Program  
INITIATED BY: Greensburg Tourism Board

Background:
At their last meeting the Greensburg Tourism Board approved spending $500.00 to help launch a free bike program in Greensburg. The Safe Kids Program has agreed to donate helmets and the Greensburg Recreation Committee has proposed a $1,000.00 donation to the program. A similar program has been run out of Manhattan Kansas over the past year.

Analysis:
The Bike program would be testing the concept of allowing residents and visitors to barrow a bike for a few hours and travel the town. The bikes would be stored at the Big Well, and helmets would be available during business hours. Those using the bikes would simply return the bike once they were finished. The Tourism Board felt this would offer a unique opportunity for visitors to see our community in a sustainable way.

The total costs for 12 bikes and two “co-pilots” is $1,753. Photos of the proposed bikes have been included. A few residents have volunteered to perform weekly maintenance on the bikes, and the City would store the bikes indoors during the winter season.

Recommendations/Actions: It is recommended the City Council:
Motion: Support the pilot bike program and allocate $500 to the program.

Attachments: Exhibit A: Bike Pictures
TO: Mayor and City Council
SUBJECT: Animal Control Code- Fowl
PREPARED BY: City Administrator, Kyler Ludwig

Background:
The Animal Control Ordinance currently prevents the keeping of fowl without a Personal Animal Husbandry Special Exception. On March 21st, 2016 the City Council expressed interest in reviewing amendments to the City Code which would allow for chickens in the City limits. Staff has put together a rough-draft amendment to the Animal Control Ordinance that would allow for chickens with some exceptions.

Analysis:
The Ordinance provided has not yet been reviewed by City Attorney Gordon Stull. The purpose of this draft is to allow the City Council to review the document and address any concerns with staff prior to a more formal draft. Staff will be cleaning up the document and have it reviewed by legal counsel prior to our next meeting on April 18th.

Recommendations/Actions: It is recommended the City Council:
Receive and File the draft ordinance, and address any concerns with City Staff prior to the next council meeting.

Attachments: Exhibit A: Draft Amendment
ARTICLE 1. GENERAL PROVISIONS


For the purposes of this chapter, the following words and phrases shall mean:

(a) Abandon - includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.

(b) Animals - means all vertebrate and invertebrate animals such as but not limited to bovine cattle, horses and other equines, hogs, goats, dogs, cats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated.

(c) Animal Shelter - means the facility or facilities operated or used by the city or its authorized agents for the purpose of impounding or caring for animals under the authority of this chapter or state law.

(d) At-large - means to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be at-large.

(e) Bite - means any actual or suspected abrasion, scratch, puncture, tear, bruise, or piercing of the skin, caused by any animal, which is actually or suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

(f) Cat - means any member of the species felis catus, regardless of sex.

(g) Chicken - means the common domestic fowl (Gallus domesticus) or its young.

1. For the purposes of Chapter 2, Chicken as defined herein shall not include Roosters.

(h) Chicken Run - means an enclosed area in which Chickens are allowed to walk and run about.

(i) Chicken Tractor - means a moveable Chicken Run.

(j) Coop - means a structure for housing Chickens.

(je) Dangerous or Vicious Animal - means any animal deemed to be dangerous or vicious per section 2-114.

(kh) Dog - means any member of the species canis familiaris, regardless of sex.

(li) Fowl - means all animals that are included in the zoological class aves, which shall include, but not limited to, chickens, ducks, geese, turkeys, guineas and pigeons.

1. For the purposes of Chapter 2, Fowl as defined herein shall not include Chickens.
Habitual Violator – means any person who is the owner, keeper or harborer of any animal or animals which have been impounded by the Animal control officer on three or more occasions within any 36 month period each incidence of an impoundment being regarded as a separate occasion, regardless of whether one or more animals were impounded at the same time and regardless of whether the impoundment was as to the same or different animals on each occasion; or who was the owner, keeper or harborer of any animal or animals which have on two or more occasions within any 36 month period attacked a human or a domestic animal without provocation including snapping or biting at a human or a domestic animal and whether or not such attack was completed or any injury inflicted, each incidence of an attack being regarded as a separate occasion regardless of whether the attack was by the same or a different animal on each occasion; or who has been fined or convicted for three or more violations under this Article, which violations occurred within any 60 month period; or who fails to confine or control in accordance with the provisions of this Article, any animal that has been determined to be a dangerous animal.

Harbor - means any person who shall allow any animals to habitually remain at large or to be fed within his or her home, store, yard, enclosure or place of business or any other premises where he or she resides or controls.

Humane Live Animal Trap - means any cage trap that upon activation encloses an animal without placing any physical restraint upon any part of the body of such animal.

Humanely Euthanize - means the proper injection of a substance that quickly and painlessly terminates the life of an animal, or any other method approved by the American Veterinary Medical Association or the American Humane Society.

Immediate Control - means the regulation and supervision by a competent person so that an animal is unable to run or get loose at will.

Kennel - means any establishment, commercial or otherwise, maintained for breeding, rearing, grooming, boarding, or otherwise harboring in an enclosure in one location only, more than five dogs.

Livestock - includes, but is not limited to cattle, horses, goats, sheep or other animals commonly regarded or used as farm or ranch animals.

Neutered - means any male or female cat or dog that has been permanently rendered sterile.

Own- means and includes own, keep, harbor, shelter, manage, possess, or have a part ownership interest in any animal. If a minor owns any such animal subject to the provisions of this chapter, the head of the household of which such minor is a member shall be deemed to own such animal for the purposes of this chapter.

Owner - means the one who owns, or his or her employee, agent, or other competent person into whose charge an animal has been placed by the actual owner as described in subsection (r) above.

Vaccination - means an injection of a vaccine, approved by the State Board of Public Health and administered by a licensed veterinarian for the purpose of immunizing an animal against rabies.

Veterinarian - means a doctor of veterinary medicine licensed by the State of Kansas.

(Code 1986, 2-101; Code 2007; Ord. 1038)
2-102. Animal control officer; duty to impound; citation alternative.

(a) There is hereby created the position of animal control officer for the city and such officer shall be charged with the enforcement of this chapter. Any person employed by the city as an animal control officer and commissioned by law enforcement of the city shall have such powers and authority as allowed by law in the enforcement of this chapter.

(b) Except as provided in subsection (c), it shall be the duty of the animal control officer to take up and impound all animals found in the city in violation of the provisions of this chapter.

(c) As an alternative to the provisions of subsection (b) of this section, any law enforcement officer or the animal control officer may issue a citation to the owner, harborer or keeper of an animal in violation of this chapter, and the person receiving the citation shall, appear in the Municipal Court of the city on the date and time stated in the citation to answer the charged violation of this chapter.

(Code 2007; Ord. 1038)

2-103. Same; capture/destruction.

When deemed necessary by law enforcement officers or the animal control officer for the health, safety and welfare of the residents of the city, such officers and/or their agents may:

(a) Place a humane trap on public property or a requesting resident’s property for the purpose of capturing any animal defined in this chapter as creating a nuisance in the city;

(b) Use any tranquilizer guns, humane traps, or other suitable devices to subdue and capture any animal that is deemed by the animal control officer, in his or her discretion, to be of a danger to itself or to the public health and safety.

(c) Use firearms or other suitable weapons to destroy any rabid animal, any vicious animal as defined in section 2-114, or any animal creating a nuisance as defined in section 2-111, where it is impossible or impractical to catch, capture or tranquilize such animal.

(Code 2007; Ord. 1038)

2-104. Same; right of entry; unlawful interference.

(a) The animal control officer or any law enforcement officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this chapter.

(b) It shall be unlawful for any person to interfere with the animal control officer in the performance of his or her duties.

(Code 1986, 2-104; Code 2007; Ord. 1038)

2-105. Municipal animal shelter established.

A municipal animal shelter shall be established to carry out the provisions of this chapter. Such animal shelter may be operated by a contractor and all services required herein may be provided by a contractor. When so contracted, the animal shelter shall have the following services and facilities as a minimum:
(a) Adequate pickup and impounding of all stray and ownerless dogs and cats and animals otherwise in violation of the provisions of this chapter.

(b) Group holding facilities for stray, ownerless and unvaccinated animals impounded for violation of the provisions of this chapter.

(c) Individual isolation facilities for sick, biting, rabid and suspected rabid animals.

(d) Facilities for the humane destruction of animals.

(Code 1986, 2-105; Code 2007; Ord. 1038)

2-106. Breaking animal shelter.

(a) It shall be unlawful for any unauthorized person to open, unlock, break open or attempt to break open the animal shelter, or to take or let out any animal placed therein, or take or attempt to take from an authorized officer of this city any animal taken up by him or her under the provisions of this chapter, or in any manner interfere with or hinder any authorized officer or employee of this city in catching, taking up, or impounding any animal.

(b) It shall be unlawful for any person or persons, other than those duly authorized, to care for, feed, attempt to feed, or interfere in any way with the care of impounded animals.

(Code 1986, 2-106; Code 2007; Ord. 1038)

2-107. Cruelty to animals.

It shall be unlawful for any person to:

(a) Willfully or maliciously kill, maim, disfigure, torture; beat with a stick, chain, club or other object; mutilate, poison, burn or scald with any substance; or otherwise cruelly set upon any animals, except that reasonable force may be employed to drive off rabid or vicious animals;

(b) Drive or work any animal cruelly or work any maimed, mutilated, infirm, sick or disabled animal, or cause, allow or permit the same to be done;

(c) Have, keep or harbor any animal which is infected with any dangerous or incurable and/or painfully crippling condition except as provided in section 2-108.

(d) Sell or offer for sale, barter, give away, or use as an advertising device or promotional display, living baby chicks, rabbits, ducklings or other fowl under two months of age in any quantity less than 12; or to sell, offer for sale, barter, give away, or display animals or fowls as specified in this section which have been dyed, colored or otherwise treated so as to impart to them an artificial or unnatural color.

This section shall not be construed to prohibit the sale of animals or fowls as specified in this subsection, in proper facilities, by hatcheries or persons engaged in raising and selling such animals and fowls for recognized animal husbandry purposes;

(e) Promote, stage, hold, manage, or in any way conduct any game, exhibition, contest or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal;
Neglect or refuse to supply such animal with necessary and adequate care, food, drink, air, light, space, shelter or protection from the elements as necessary for health and well-being of such kind of animal.

Abandon any animal.

These provisions shall not apply to the exceptions sanctioned under section 2-108.

In addition to the penalties provided in section 1-116 of this code, the Municipal Court Judge may order a person convicted of violation under this section to turn the animal involved over to a designated humane society. All such animals taken by the designated agency may be placed with another or more suitable person or destroyed humanely as soon thereafter as is conveniently possible.

(Code 2007; Ord. 1038)

2-108. Same; exceptions.

The provisions of section 2-107 shall not apply to:

(a) Normal or accepted veterinary or veterinary hospital practices or treatment of animals under active veterinary care;

(b) Bona fide experiments carried on by commonly recognized research facilities;

(c) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of Chapter 32 or Chapter 47 of the Kansas Statutes Annotated;

(d) Rodeo practices accepted by the rodeo cowboys’ association;

(e) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or by an authorized agent such as a licensed veterinarian, at the request of the owner;

(f) The humane killing of an animal by the animal control officer, a public health officer or a law enforcement officer in the performance of his or her official duty;

(g) The humane killing of an unclaimed animal after three full business days following the receipt of such animal at the municipal animal shelter or an incorporated humane society shelter by the owner, operator or authorized agents of such establishments.

(Code 2007; Ord. 1038)

2-109. Keeping animals.

It shall be unlawful for the owner, lessee, occupant or person in charge of any premises in the city to possess and maintain any animal or fowl within the city or permit to be maintained thereon any stable, shed, pen or other place where horses, mules, cattle, sheep, goats or swine, or undomesticated animals are kept. This provision shall not apply to:

(a) The maintaining of a stockyard or sales barn for the loading, unloading, temporary detention and sale of such livestock, if the location of such stockyard or sales barn does not otherwise violate the zoning ordinances of the city;
(b) The maintaining of dogs or cats which are regulated by Article 2 of this chapter;

(c) The maintaining of non-poisonous and non-vicious animals and fowl which are commonly kept as household pets, such as, hamsters, rabbits, parakeets, and comparable animals, when kept as household pets and in a safe and sanitary manner in accordance with section 2-112 of this chapter;

(d) The transporting of animals through the city by ordinary and customary means;

(e) A permit shall not be required for people keeping livestock at the time of the passage of this code; provided, this exception to registration will terminate if there is a change in livestock or property ownership in which case a permit shall be required.

(f) Animals subject to a special exception authorized in accordance with Section 15.8 of the Sustainable Zoning Ordinance.

(g) The maintaining of Chickens which are regulated by Article 5 of this chapter

(Code 1986, 2-107; Code 2007; Ord. 1038)

2-110. Animal traps.

It shall be unlawful for any person to use, place, set out, or deploy any animal trap aboveground, which makes use of a spring gun, spring jaws, clamping devices, cutting or stabbing mechanism or any other devices that will damage or severely injure any animal when caught or trapped by the device or trap. The use of animal traps that are designed to trap and hold animals without injuring the animals are permitted.

(Code 2007; Ord. 1038)

2-111. Nuisance animals.

It is unlawful for the owner of any animal or fowl to keep or maintain such animal or fowl in the City so as to constitute a nuisance. For the purpose of this section, “nuisance” is defined as any one or more animals or fowl which: molest or interfere with persons in the public right-of-way; run at large; attack or injure persons, or other domestic animal; damage public or private property other than that of its owner or harborer by its activities or with its excrement; scatters refuse that is bagged or otherwise contained; causes any condition which threatens or endangers the health or well-being of any person or other animals; or engages in loud, frequent and habitual barking, howling, yelping, mewing, roaring or screeching noises, by day or night or otherwise disturbs the peace and quiet of any person or family in the city.

(Code 1986, 2-111; Code 2007; Ord. 1038)

2-112. Animal confines; shelters.

(a) It shall be unlawful for any person to keep or maintain any animal in any yard, structure or area that is not clean, dry and sanitary, free from debris and offensive odors that annoy any neighbor, and devoid of rodents and vermin.

(b) Excrement shall be removed at least once each week from any shelter, pen, coop or yard area where animals are kept, or more often if necessary to prevent or control odors, fly breeding, or rodent
infestation. If excrement is stored on the premises by any animal owner, it shall be stored in adequate
containers with fly-tight lids, and all such stored or accumulated wastes shall be disposed of at least once
each week.

(c) All shelters, pens, coops and yards shall be so located that adequate drainage is obtained, normal
drying occurs, and standing water is not present.

(d) All shelters and board fences confining animals shall be maintained in good repair, and all
shelters and board fences confining animals subject to residential and commercial classification shall be
protected from deterioration by painting or comparable treatment.

(e) Barbed wire fences and electrically charged fences shall not be permitted for animal confines
except on properties for which an agricultural classification permit is held or where the barbed wire fence
or electrically charge fence is protected by an exterior fence.

(f) All premises on which animals are kept shall be subject to inspection by the animal control
officer, duly authorized law enforcement officer, or public health official. If the officer or official
determines from such inspection that the premises are not being maintained in a clean and sanitary
manner, he or she shall notify the owner of the animals in writing to correct the sanitation deficiencies
within 24 hours after notice is served on the owner. Any animal kept under any condition which could
endanger the public or animal health or create a health nuisance may be impounded. Animals shall be
released after impoundment fees are paid and cause for impoundment has been corrected.

(Code 2007; Ord. 1038)

2-113. Death of animals.

All dead animals shall be disposed of by the owner or keepers within 24 hours of the animal’s death,
by burial, incineration in a facility approved by the animal control officer, by rendering or by other lawful
means approved by the animal control officer. No dead animal shall be dumped on any public or private
property.

(Code 1986, 2-113; Code 2007; Ord. 1038)

2-114. Vicious animals.

(a) Prohibited: It shall be unlawful for any person to keep, possess or harbor a vicious animal within
the city. Impoundment of animals whose owners have been cited for violation of this section shall be at
the discretion of the animal control officer. If the animal presents a clear and present danger to the public
health or safety, it shall be the duty of the animal control officer or his or her agent to impound such
animal.

(b) Defined: For purposes of this chapter a vicious animal shall include:

(1) Any animal with a known propensity, tendency or disposition to attack unprovoked, to
cause injury or to otherwise endanger the safety of human beings or domestic animals; or

(2) Any animal which attacks a human being or domestic animal without provocation;

(3) Any animal owned or harbored primarily or in part for the purpose of fighting or any
animal trained for fighting;
(4) Any animal which is urged by its owner or harborer to attack, or whose owner or harborer threatens to provoke such animal to attack, any law enforcement officer while such officer is engaged in the performance of official duty.

(c) Complaint: Whenever a sworn complaint is filed in the Municipal Court against the owner of an animal alleging that such animal is vicious and in violation of this section, the Municipal Judge shall hold a hearing to determine whether or not the animal is vicious within the meaning of this section and thereby in violation of this section. The owner of the animal shall be notified in writing of the time and place of the hearing at least one week prior to the hearing. In making a determination, the municipal judge shall consider the following:

1. The seriousness of the attack or bite;
2. Past history of attacks or bites;
3. Likelihood of attacks or bites in the future;
4. The condition and circumstances under which the animal is kept or confined;
5. Other factors which may reasonably relate to the determination of whether or not the animal is vicious.

The Municipal Judge shall order the impoundment, the muzzling in accordance with subsection (d) and/or the confinement of the animal accused of being in violation of this section in a manner and location that will insure that it is no threat to persons or other animals pending the outcome of the hearing. If such impoundment, muzzling or otherwise safe confinement is not possible or if prior court orders to restrain such animal have gone unheeded, the Municipal Judge may order the animal immediately destroyed or removed from the City.

(d) Vicious Dogs to be Muzzled: It shall be the duty of every owner, keeper or harborer of any dog in the city, which dog is vicious or has been known to bite, chase, or run after any person or animal in the streets, alleys, or any public place in the city, to keep the same muzzled with a good and sufficient wire or leather muzzle, securely fastened so as to wholly prevent such dog from biting any animal or person until such time as a determination has been made by the court as to whether the dog is vicious or not. Any person owning, keeping or harboring any dog within the city limits contrary to this section shall be guilty of a violation of this code.

(e) Immediate Destruction: Nothing in this chapter shall be construed to prevent the animal control officer or any law enforcement officer from taking whatever action is reasonably necessary to protect himself or herself or members of the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

(f) Release of: If a complaint has been filed in the municipal court against the owner of an impounded animal for a charge under this section, the animal shall not be released except on the order of the municipal judge, who may also direct the owner to pay all impounding fees in addition to any penalties for violation of this chapter. The municipal judge may, upon making a finding that an animal is vicious or that it represents a clear and present danger to the citizens or to other animals in the community, order the animal to be destroyed in a humane manner by the animal shelter. Surrender of an animal by the owner thereof to the animal control officer does not relieve or render the owner immune from the decision of the court, nor to the fees and fines which may result from a violation of this section.

(Code 2007; Ord. 1038)
2-115. Impoundment; fee; notice; record.

(a) The animal control officer or law enforcement officer shall impound any animal or fowl found engaging in conduct constituting a nuisance or otherwise in violation of this chapter in the animal shelter. The impounding officer shall make diligent inquiry as to the owner of the animal and shall notify the owner thereof of such impoundment as soon as reasonably possible.

(b) The city shall be entitled to receive from such owner an impoundment fee of $25.00 plus $10.00 per day after the first day while impounded plus any additional costs incurred by the city including but not limited to veterinary charges or medicine.

(c) In case the identity of the owner of the impounded animal or fowl cannot be ascertained, the animal control officer or police officer shall, upon taking any such animal into custody and impounding the same, make a record thereof, with a description of the animal and the date and place taken into custody and the place of impounding, and shall thereupon provide the information to the City Clerk. Unless the charges of impounding the same; together with any license fees due and unpaid, are paid within three business days from the date of the impoundment notice, that the animal will be disposed of as provided in this code.

(d) The animal control officer shall each month submit a report to the city council showing the number of animals impounded and disposed of, and the fees collected pursuant to this article and shall pay those fees to the city clerk for credit to the general operating fund.

(Code 2007; Ord. 1038)

2-116. Redemption of impounded animals.

At any time before the sale or destruction of any animal impounded under the provisions of this article, except for animals impounded under sections 2-114 (vicious) and 2-117 (rabid), the owner thereof may redeem the animal by paying the animal control officer or any person in charge, the impoundment and other costs as allowed by 2-115(b).

(Ord. 1038)

2-117. Impoundment of rabies suspects.

(a) The animal control officer, any law enforcement officer or local health officer may take up, upon private or public property, any animal which has bitten or scratched a person or other animal and impound the animal in the animal shelter, securely penned and separated from other animals, or in a veterinary hospital or animal care facility for a period of not more than 30 days during which time the local health officer shall determine whether or not such animal is suffering from a disease and, if not, the local health officer shall authorize the release of the animal upon payment by the owner of the impounding fee. The health officer may authorize the keeping of any such animal on the owner’s premises if the owner produces a rabies vaccination certificate showing that the animal has valid rabies vaccination protection. Impoundment costs shall be borne by the owner. If in the opinion of the local health officer symptoms develop justifying a microscopic examination, then the animal shall be killed and examination made by the state board of health.

(b) In lieu of the provisions of subsection (a), the owner of any such animal may, at his or her own expense, take such animal, to any duly qualified and licensed veterinarian in the city for observation. Such veterinarian shall report his or her findings in writing to the local health officer. If in the opinion of such veterinarian a microscopic examination is justified, then the animal shall be turned over to the
animal control officer or any law enforcement officer to be killed and examination made by the state board of health.

(c) Any animal desired for observation by the local health officer under this section shall be delivered to the animal control officer or any law enforcement officer upon demand and shall not be withheld, hidden or harbored. Any person violating this provision shall be guilty of a violation of this code. Upon refusal of any person to so deliver such animal, the municipal judge shall cause a warrant to be issued for the arrest of such person, which warrant shall also provide for the surrender of the animal and shall be lawful authority for the apprehending and forcible taking of such animal.

(Code 2007; Ord. 1038)

2-118. Animals bitten by rabid animals.

Whenever a dog, cat or other animal is bitten by a rabid animal or an animal later proved to have been rabid, it shall be the duty of the owner of the animal that is bitten, to report that fact to the local health officer and/or the police department. It shall also be the duty of the owner of the bitten animal to either destroy or have his or her bitten animal destroyed unless:

(a) The animal which was bitten had been vaccinated against rabies at least three weeks before being bitten and has a current vaccination; and

(b) If the bitten animal has a current vaccination, it shall be confined for 90 days; and

(c) The bitten animal shall be released from confinement only upon written order from the local health officer, who declares the animal to be free of rabies; and

(d) If the animal is found to have contracted rabies during confinement, it shall be humanely euthanized.

(Code 1986, 2-116; Code 2007; Ord. 1038)

2-119. Vehicular accidents involving animals.

Any person who as the operator of a motor vehicle strikes any animal shall stop at once and shall immediately report such injury or death to the owner of such animal, or in the event that the owner cannot be ascertained, and located, the operator shall at once report the accident to the animal control officer or any law enforcement officer.

(Code 1986, 2-117; Code 2007; Ord. 1038)

2-120. Emergency; proclamation.

The mayor is hereby authorized whenever in his or her opinion the danger to the public safety from rabid animals is made imminent to issue a proclamation ordering all persons owning any animal in the city to confine the animal in a good and sufficient enclosure from which the animal cannot escape, or fasten such animal by means of a chain on the premises where the owner may reside, for such time as may be specified in such proclamation. Any animal not confined during such time may be disposed of wherever found by any police officer, or the animal control officer of the city. The owner of such animal shall be prosecuted for such violation thereof.

(Code 1986, 2-118; Code 2007; Ord. 1038)
2-121. Kennel licenses.

(a) No person or household shall own or harbor more than four dogs of six months of age or older or more than one litter of pups, or more than four cats of more than six months of age or more than one litter of kittens, or more than a total of four dogs and cats more than six months of age in any combination, or engage in the commercial business of breeding, buying, selling, trading, training, or boarding cats or dogs or both cats and dogs, without having obtained a kennel license from the city clerk.

(b) Kennel licenses must be renewed annually. No kennel license shall be issued until an inspection certificate has been issued by the animal control officer certifying approval of the kennel and compliance with the applicable laws of the city and the State of Kansas, and a certificate by the zoning code enforcement officer has been issued certifying that the applicant for the kennel license is not violating zoning laws of the city. If the city clerk has not received any protest against the kennel, the city clerk may issue a renewal of an existing kennel license at the same location without any report from the animal control officer and zoning code enforcement officer. If the animal control officer or the zoning code enforcement officer finds that the holder of any kennel license is violating any zoning law, or any other law of the State of Kansas, or of the city, or is maintaining the facility in a manner detrimental to the health, safety or peace of mind of any person residing in the immediate vicinity, he or she shall report such fact to the city clerk, and the license shall not be renewed except after a public hearing before the governing body.

(c) The animal control officer, the zoning enforcement officer, or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time and nothing shall prevent the entry onto private property for the purpose of inspection. The application for a kennel shall constitute consent to such entry and inspection.

(d) The governing body may suspend or revoke a kennel license if, pursuant to a public hearing, it finds any of the following:

(1) The kennel is maintained in violation of any applicable law of the State of Kansas, or of the city.

(2) The kennel is maintained so as to be a public nuisance.

(3) The kennel is maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.

(e) The annual kennel license fee shall be $250.00. Payment of such license fee is in addition to, and not in lieu of, the dog license fees otherwise required under this chapter.

(f) This section shall not apply to and will not be construed to require a kennel license for a licensed veterinarian to operate an animal hospital.

(Code 1986, 2-208; Code 2007; Ord. 1038)

2-122. Penalties.

Except as otherwise specifically provided in any section of Chapter II of this code, any person violating or permitting the violation of any provision of Chapter II, upon conviction in Municipal Court, be fined a sum not less than $50.00 and not more than $500.00 for each day a violation has continued.

(Ord. 1038; Code 2014)
2-123. Habitual violators.

It shall be unlawful for any person to be a habitual violator as defined in subsection (j) of Section 2-101 or this Article. In addition to any other penalties or sanctions which may be separately provided, any person convicted of being a habitual violator under this Article shall upon his or her first conviction thereof in Municipal Court be fined a sum of not less than $500.00 and not more than $1,000 and shall upon his or her second or subsequent conviction thereof in Municipal Court be fined a sum of not less than a $1,000 and not more than $2,000. In addition to the fine imposed the Court may upon the first conviction sentence the defendant to imprisonment in the county jail for a period not to exceed 60 days and may upon the second or subsequent conviction sentence the defendant to imprisonment in the county jail for a period not to exceed 90 days. In addition, the Court shall order the registration of the subject animal revoked, the Court shall order the impoundment of the subject animal or animals by the animal control officer for such disposition in accordance with the provisions of this Article and the Court may revoke any other animal licenses held by such person and may order the impoundment and disposition of any other animals owned, kept or harbored by such person. In addition to the foregoing penalties, any person who violates any provision of this Article shall pay all expenses, including but not limited to shelter, food, handling, veterinary care and testimony necessitated by the enforcement of this Article.

(Ord. 1038)
ARTICLE 5. FOWL AND CHICKENS

2-501 Permitted fowl

(a) A Chicken Permit may be approved to authorize a person to own, keep, or harbor one (1) to six (6) chickens of any age. A Chicken Permit shall not authorize the owning, keeping, or harboring of more than six (6) Chickens.

2-502 Chicken Permit fees and application

(a) The City Clerk shall collect a permit fee of $50.00 for the first annual permit, and $15.00 for a permit renewal.

(b) Chicken Permits shall expire twelve (12) months following the date that the permit was issued.

(c) Applications for Chicken Permits shall be reviewed by the City Clerk or his or her designee.

1. The City Clerk or his or her designee may approve an application that meets all of the following requirements:
   a. The property must be occupied by the person requesting a Chicken Permit, and the applicant must reside in a single family home or duplex;
   b. The applicant has no valid Animal violations within twenty-four (24) months preceding the date of the Chicken Permit Application for which the applicant has been found guilty, or entered a plea of guilty or no contest;
   c. The applicant has not received notice of non-compliance for any environmental or housing violations within twelve (12) months preceding the date of the Chicken Permit Application;
   d. A designated representative of the city has inspected the property.

(d) Renewal of Chicken Permits shall be reviewed by the City Clerk or his or her designee. Permits shall be renewed annually for a period of twelve (12) months.

1. The City Clerk or his or her designee may approve a renewal application if an application meets the requirements set forth in section 2-502 of the Greensburg City Code.

(e) Chicken Permits shall be revoked if an applicant fails to meet the requirements in section 2-502 of the Greensburg City Code.

2-503 Distance Requirements

(a) It shall be unlawful for any owner, keeper, or harborer, to build establish or maintain any pen, shelter, or quarters to keep chickens which do not conform to the applicable distance requirements set about below:

1. Manure or other odor or dust producing substances shall not be stored within one hundred (100) feet of the nearest property line.

2. Coops, chicken runs and chicken tractors must be located in the rear yard of the property and must be at least ten (10) feet from the nearest property line and at
least forty (40) feet from any adjacent residential dwelling, church, school, or place of business.

2-504 Standards of Care.

(a) All feed and other items associated with the keeping of chickens shall be protected from and maintained so as to prevent rats, mice, or other rodents from gaining access to or coming into contact with the feed.

(b) Chickens must either continually or at suitable intervals; have access to a supply of clean water and food suitable for the species.

(c) Chickens must be kept in a clean, safe and healthy environment at all times. Chickens must be kept in a coop, chicken run, or chicken tractor at all times. Coops, chicken runs and chicken tractors must be built with and maintain a minimum of 2 square feet per Chicken, but shall not exceed 85 square feet total. Coops, chicken runs and chicken tractors shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents must be covered with predator and bird-proof wire of less than one inch openings. Coops, chicken runs, and chicken tractors shall consist of sturdy wire or wooden fencing and shall be designed so as to be easily maintained. Coops, chicken runs and chicken tractors shall be constructed and maintained with durable materials that will hold up to weather and environment. Scrap, waste board, sheet metal, or similar materials are prohibited. All coops, chicken runs, and chicken tractors shall be subject to inspection by a designated city representative as needed to verify and maintain compliance with this section.

(d) All manure accumulations shall be regularly removed and disposed of in such a manner as to prevent the breeding of insects, rodents, and other vermin. All such manure shall be buried with a covering of not less than six (6) inches of earth, or if used as fertilizer, thoroughly spaded into the ground, or removed from the property.

(e) Chicken waste is the responsibility of the owner, who shall be responsible for maintaining the property in compliance with this Chapter. No more than three cubic feet of chicken waste may be maintained as manure fertilizer. The coop, chicken run, and chicken tractor and surrounding area must be kept free from trash and accumulated chicken waste droppings. The chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.

(f) It shall be unlawful to keep chickens for profit.

(g) No chicken shall be kept in a manner that is:
   1. Offensive in odor;
   2. Unsanitary;
   3. Detrimental to the health of the chicken or neighboring animals; or
   4. A public nuisance.
F.7 Quarterly Financials

Agenda Report Pending-

Attachments – Fund Balance Report & Treasurer’s Report
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**GREENSBURG STATE BANK CHECKING**

**MONEY MARKET + ACCOUNT 152**

**CASH - PLANET GREEN**

**MONEY MARKET + ACCOUNT 152 TOTAL**

**PUBLIC C FUND NOW ACCOUNT 933**
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<th>Bank Balance</th>
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