A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) OATH OF OFFICE
   1. Mayor – Robert Dixon
   2. Council members- Sandy Jungemann & Mark Trummel

D) ROLL CALL & APPROVAL OF THE AGENDA

E) 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.

F) RECOGNITIONS, PROCLAMATIONS, AWARDS, & NOMINATIONS
   1. Reappointment – Tree Board: Tom Corns, Dea Corns, & Pam Muntz

G) 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 – April 18, 2016
   2. Appropriation Ordinance
      a. Ordinance #1075

H) ITEMS OF BUSINESS
   1. Amendment to Animal Control Code
   2. Elections Ordinance- Charter Ordinance
   3. Land Bank- Accept Deeds from Iroquois Center
   4. Utility Collections- Collection Bureau of Kansas
   5. Review of Current Incubator Leases
   6. Report on Key Indicators (January-March)

I) CITY ATTORNEY’S REPORT

J) CITY ADMINISTRATOR’S REPORT

K) GOVERNING BODY COMMENTS

L) 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.
Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
Whereas, Arbor Day is now observed throughout the nation and the world, and
Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, ________________, Mayor of the City of Greensburg, Kansas, do hereby proclaim May 14, 2016 as Arbor Day.

In the City of Greensburg, Kansas, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 2nd day of May, 2016

Mayor ____________________________
A) CALL TO ORDER
Mayor Robert Dixson called the meeting to order at 6:00 p.m. on April 18, 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, and Rick Schaffer were present. Sandy Jungemann and Haley Kern were absent. Christenson made a motion to approve the agenda as presented. Trummel seconded the motion. The motion passed 3-0.

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

Carolyn Irvin wished to issue a public apology to City Administrator Kyler Ludwig for emails she had sent to him regarding city issues. She thanked Ludwig for his professional response.

Mike Kaltenbach asked why citizens were not notified in their last utility bill of the requirement for dog tags. He feels that the required $45 (including late fee) for an unneutered dog is discriminatory and outrageous. Kaltenbach stated that he will not pay that fee and asked what can be done about the requirement. Trummel asked Ludwig how many ways Staff attempted to notify citizens prior to the letter that was had delivered to their doors. Ludwig listed social media, the community sign, the Kiowa County Signal, and the newsletter that was included with past utility bills. Ludwig noted that the code has been in force since at least 1986, and that Staff’s efforts to license dogs is to ensure the public’s safety.

Ludwig noted that the meeting packet provided information regarding citizen comments that were to be delivered this evening by Jeremy Butler. Butler was not in attendance tonight.

Marsha Unruh asked why cats were not required to be registered. She stated that her dog is registered with her vet in Pratt and asked why it needs to be registered in Greensburg.

Norman Unruh asked if there was a dog problem in town or if the City was just updating their codes. Ludwig reiterated that the code has not changed since 1986. Trummel and Dixson explained that the City’s efforts were to prevent euthanization of animals captured and put in the pound as well as to ensure that dogs are current on their rabies vaccinations. City Attorney Gordon Stull mentioned the procedure of shots for a victim of an untagged dog bite and the method of testing an untagged animal for rabies.

Carolyn Irvin asked for verification that citizens can utilize a vet of their choosing. Ludwig confirmed that Staff is simply looking for written verification from a licensed vet that a dog is current on its vaccination.

Police Chief Alvarez confirmed that the number of dogs impounded has tripled in recent months. After 5:00 p.m. there is nobody to identify the owner of a dog if there is no City tag on the collar. He
explained that the City cannot enforce its regulations on cat registration because the city does not have a facility to house lost cats. The City’s old cat house will not pass state inspection in its current condition. Staff feels that the City must start somewhere to control the animal population and the ensure safety of residents.

E) RECOGNITIONS, PORCLAMATION, AWARDS & NOMINATIONS
Ludwig asked Council to consider the reappointment of Scott Eller, Loren Campbell, and Georgina Rodriguez to the Planning Commission for terms ending April 30, 2018. Trummel made a motion, seconded by Shaffer, to approve the reappointments as recommended. The motion passed 3-0.

F) CONSENT AGENDA
Trummel made a motion, seconded by Christenson, to approve the Consent Agenda as presented. The motion passed 3-0.

G) ITEMS OF BUSINESS
   1. Review of Proposed Chickens Ordinance
Ludwig presented a rough-draft amendment to the Animal Control Ordinance that would allow for the keeping of fowl without a special exception. Staff will present a final draft at the May 2nd Council Meeting. Council was asked to bring any comments to staff prior to the May 2nd meeting.

Trummel asked for clarification on the penalties for violating the code. Ludwig explained that penalties are the same throughout Article 2. The fine amount ranges from $50-$500 per day plus court costs. The fine would be determined by the judge. Trummel then asked if within a fenced yard with a coop the fence would be considered the run and if a roof should be required on a chicken run. Ludwig confirmed that the fence would be considered the run. There was concern that the wording of 2-504(g) would allow the fenced area of the yard to only be 85 sq. feet.

Christenson recommended that the requirement in 2-502(c)1c for an applicant to not receive notice of non-compliance for an City Code environmental or housing violations be 24 months to match the requirement that an applicant must have no animal violation charges within 24 months preceding the date of the permit. Christenson also feels that the wording of 2-502(c)1e is vague on the required protest process. Stull explained that any citizen has the right to come to the Council to have a Staff decision reviewed. Ludwig stated that if a neighbor receiving notice were to protest the application would be denied. Trummel, Stull, and Dixson discussed the option of requiring the applicant to notify neighbors and provide written verification to the City Clerk. Stull suggested a generic form that neighbors could sign. City Clerk Christy Pyatt asked how such a form would work if a property owner lived out of state. Ludwig and Pyatt explained that putting the burden of mailing notices to neighbors on the City would ensure the notification was performed. If no response was received, Staff would assume the neighbor was approving the request. Christenson suggested ignoring notification to owners of vacant properties, something Ludwig finds problematic for anyone wanting to sell property in the future.

Concern was voiced over whether or not the proposed permit fee would cover city cost and time for processing the application and notifications. Staff believes that the onetime, non-refundable $35 application fee along with the required $15 yearly animal permit fee will be sufficient.

   2. Elections Ordinance – Charter Ordinance
HB 2104 passed by the Kansas State Legislature in May of 2015 requires municipalities to hold elections in the fall of odd-numbered years and gives governing bodies the authority to determine whether the City’s elections will be nonpartisan or partisan. The proposed Charter Ordinance calls for non-partisan elections and extends terms ending in April 2017 to the second Monday in January of 2018. The election for those terms would be held in November 2017. Terms expiring in April 2019 would be extended to the second Monday in January 2020. The election for those terms would be held in November 2019. The required changes must be made prior to 2017. Ludwig noted that the Council discussed the issue in October 2015 and determined that the change would be made following the April 2016 election. Because of the absence of two of five Governing Body members this evening, the required 2/3 of the Governing Body required to pass a Charter Ordinance is not available (the Mayor is not allowed to vote). Christenson made a motion to table the adoption of the Elections Charter Ordinance. Trummel seconded the motion, and the motion passed 3-0.

3. Discussion on 2017 Budget Process
The 2017 budget must be passed before August 25, 2016. Ludwig provided a timeline informing Council of the proposed process for the upcoming budget year. Staff would prefer to discuss the budget during regular council meetings. Should the need for a work session (special meeting) arise, one can be called at a later date. Staff will be seeking additional public input to complete this year’s budget. Public comments will be gathered through the citizen engagement board and in outreach to civic groups (Power-Ups and the Senior Center) during the months of May and June. Ludwig noted that the budget draft may be delayed to July 18th due to him being out of town for 2 sibling weddings in June. Christenson voiced that he approved of the timeline and appreciates the additional citizen engagement.

H) CITY ATTORNEY’S REPORT
Stull has visited with Terry Mayhew, who is working with the Iroquois Corporation, regarding the property they wish to donate to the city land bank. He will have additional information at the next Council meeting.

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

  Code Enforcement:  After working with two property owners, the City will be sending notices of violation for junked motor vehicles on one property and for an unclosed basement on another property. The owners have failed to keep the verbal commitments they made to staff.
  USPS Meeting:  The Post Office will be bringing a city route back to Greensburg starting in May. The route will be curbside. Residents are encouraged to go to the Post Office for information on this change. Post Office boxes must be placed according to specs set by the USPS. The City will be working to help provide spaces for tenants at the Incubator.
  KPP:  Mark Chesney was unable to attend tonight’s meeting, as planned, but he wanted to remind the governing body about the Annual KPP Member Appreciation Dinner on May 4th at 6:30 pm in Wichita. Council Members interested in attending can register at www.kansaspowerpool.org.
  Spring Clean Up:  City-wide cleanup 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 advertising the event in the upcoming utility bill.
  Tree City USA/Arbor Day:  The City was awarded the designation of Tree City USA for 2015. This is the 8th consecutive year we have received that designation. The City will be celebrating its Arbor Day on May 14th; members of the tree board are planning a tree planting ceremony at the City Pool.
  Dog Registration:  Chief Alvarez has given owners of unlicensed dogs until the end of the month to get their registration completed. Dogs residing within the city are required to have their rabies
vaccination and a City license. 115 dogs are already registered this year, a 26% increase from last year’s registration numbers.

Utility Collections: The City has been approached by a collections agency interested in assisting in collecting on delinquent utility bills. The City currently uses the state set-off program when customers move away without paying their final bill. Using a utility collections company would require the City to pass an ordinance adding a 30% collection fee on to the delinquent bills sent to collections. Ludwig will bring this item to Council on May 2nd.

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

K) EXECUTIVE SESSION
Dixson acknowledged the request by Ludwig for a 15 minute executive session to discuss personnel matters of non-elected personnel. Christenson made a motion to go into executive session until 7:05 pm. Trummel seconded the motion and it passed 3-0.

L) ADJOURNMENT
Council returned to open session at 7:05 pm. With no additional items to come before the Council, Dixson adjourned the meeting at 7:05pm.

____________________________________________  ______________________________
Robert A. Dixson, Mayor                               Christy Pyatt, City Clerk
<table>
<thead>
<tr>
<th>CHECK #</th>
<th>VENDOR</th>
<th>REFERENCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>8954</td>
<td>ARK MEDIA GROUP, LTD</td>
<td>ITEMS FOR RESALE</td>
<td>136.65</td>
</tr>
<tr>
<td>8955</td>
<td>AT&amp;T</td>
<td>PHONE &amp; INTERNET</td>
<td>428.47</td>
</tr>
<tr>
<td>8956</td>
<td>BOLEN OFFICE SUPPLY INC.</td>
<td>COPIER CONTRACT</td>
<td>29.36</td>
</tr>
<tr>
<td>8957</td>
<td>CARD SERVICES</td>
<td>BOOTS - HAYSE</td>
<td>145.16</td>
</tr>
<tr>
<td>8958</td>
<td>CHOICE BOOKS</td>
<td>MERCHANDISE FOR RESALE</td>
<td>160.32</td>
</tr>
<tr>
<td>8959</td>
<td>CITY OF GREENSBURG</td>
<td>BIG WELL RENT</td>
<td>11,476.53</td>
</tr>
<tr>
<td>8960</td>
<td>COLLEGE HOUSE LIGHTHOUSE</td>
<td>MERCHANDISE FOR RESALE</td>
<td>7,282.99</td>
</tr>
<tr>
<td>8961</td>
<td>CTM GROUP INC</td>
<td>MERCHANDISE FOR RESALE</td>
<td>371</td>
</tr>
<tr>
<td>8962</td>
<td>G &amp; G MFG &amp; SOURVENIR, INC.</td>
<td>MERCHANDISE FOR RESALE</td>
<td>148.65</td>
</tr>
<tr>
<td>8963</td>
<td>GALLS</td>
<td>POLICE EQUIPMENT</td>
<td>71.6</td>
</tr>
<tr>
<td>8964</td>
<td>GMCN</td>
<td>BUSINESS PARK BUILDING DESIGN</td>
<td>6,000.00</td>
</tr>
<tr>
<td>8965</td>
<td>HAWKINS INC.</td>
<td>WATER TREATMENT PARTS</td>
<td>89.01</td>
</tr>
<tr>
<td>8966</td>
<td>KANSAS RURAL WATER ASSOC</td>
<td>2016 CCR POSTING</td>
<td>75</td>
</tr>
<tr>
<td>8967</td>
<td>KS DEPT OF HEALTH &amp; ENVIRON.</td>
<td>1QT ANALYTICAL SERVCIES J7500</td>
<td>72</td>
</tr>
<tr>
<td>8968</td>
<td>KIOWA CO. HEALTH DEPARTMENT</td>
<td>HEALTH FAIR LABS</td>
<td>320</td>
</tr>
<tr>
<td>8969</td>
<td>THE UNIVERSITY OF KANSAS</td>
<td>CLOSE RANGE SURVIVAL - PISTOL</td>
<td>340</td>
</tr>
<tr>
<td>8970</td>
<td>LUMINOUS NEON INC</td>
<td>SIGN LEASE</td>
<td>225</td>
</tr>
<tr>
<td>8971</td>
<td>MASTERCARD</td>
<td>UT BILLING, CLEANING SUPPLIES</td>
<td>1,242.92</td>
</tr>
<tr>
<td>8972</td>
<td>MPS</td>
<td>MERCHANDISE FOR RESALE</td>
<td>215.88</td>
</tr>
<tr>
<td>8973</td>
<td>PHILIP MOORE</td>
<td>APRIL COURT - NO MILEAGE</td>
<td>200</td>
</tr>
<tr>
<td>8974</td>
<td>REAL TIME PRODUCTS</td>
<td>MERCHANDISE FOR RESALE</td>
<td>859.06</td>
</tr>
<tr>
<td>8975</td>
<td>RECOGNITION SERVICES INC</td>
<td>BIG WELL COIN</td>
<td>250</td>
</tr>
<tr>
<td>8976</td>
<td>STOPSTICK, LTD</td>
<td>REMAINING BALANCE INVOICE 5828</td>
<td>22</td>
</tr>
<tr>
<td>8977</td>
<td>TOUR KANSAS</td>
<td>WICHITA SHOWCASE 2016 BOOTH</td>
<td>175</td>
</tr>
<tr>
<td>8978</td>
<td>TWILIGHT THEATRE, INC</td>
<td>ON-SCREEN ADVERTISING</td>
<td>199</td>
</tr>
<tr>
<td>8979</td>
<td>USA BLUE BOOK</td>
<td>CLORINE REAGENT</td>
<td>724.2</td>
</tr>
</tbody>
</table>

**** PAID   TOTAL   ***** 31,259.80

***** REPORT TOTAL ***** 31,259.80
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 proposed ordinance based on Council’s recommendations to amend the Animal Control Ordinance. This ordinance has been discussed at the April 4th and 18th regular council meetings.

Analysis:
The Ordinance provided has been reviewed by City Attorney Gordon Stull. A few changes have been made to the ordinance based on recommendations from council including increasing the fees and protest period and clarifying the protest process.

Recommendations/Actions: It is recommended the City Council:
Vote on the proposed ordinance

Attachments: Exhibit A: red-lined ordinance showing changes; Exhibit B: Proposed Ordinance.
ORDINANCE NO. ________

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF THE CITY OF GREENSBURG, KANSAS, BY AMENDING CHAPTER II, ARTICLE I, SECTIONS 2-201, 2-109, 2-112, AND BY ADDING NEW ARTICLE 5 TO FACILITATE THE MAINTAINING OF CHICKENS AND DUCKS WITHIN THE CITY AND PROVIDING FOR THE REGULATION AND PERMITTING THEREOF.

BE IT ORDAINED by the Governing Body of the City of Greensburg, Kansas:

SECTION 1: Chapter II, Article 1, Section 2-101 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:


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 any female member of the species 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.
(j) Dangerous or Vicious Animal - means any animal deemed to be dangerous or vicious per section 2-114.

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

(l) Duck - means any member of the species anas platyrhynchos, regardless of sex.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) 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.

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

(s) 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.

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

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

(v) 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.

(w) 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.
(x) 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.

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

(Code 1986, 2-101; Code 2007; Ord. 1038)

SECTION 2: Chapter II, Article 1, Section 2-109 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

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 or ducks in accordance with Article 5 of this chapter

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

SECTION 3: Chapter II, Article 1, Section 2-112 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

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

SECTION 4: Chapter II of the Code of the City of Greensburg, Kansas is hereby amended by adding new Article 5 which reads as follows:

ARTICLE 5. CHICKENS AND DUCKS
2-501 Permitted fowl

(a) Up to six (6) chickens or ducks may be maintained in the city by any person of the city that obtains and maintains a Backyard Fowl Permit issued in accordance with this Article 5.

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

(c) A Special Animal Permit through the Board of Zoning Appeals may grant a land owner the ability to have additional chickens or ducks.

2-502 Backyard Fowl Permit Fees and Application

(a) The City Clerk shall collect a onetime non-refundable $35.00- $45.00 Backyard Fowl Permit application fee, and a $15.00 annual permit fee.

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

(c) Applications for Backyard Fowl Permits shall be reviewed by the City Clerk or their designee.

1. The City Clerk or their designee may approve an application that meets all of the following requirements:
   a. The property must be occupied by the person requesting a Backyard Fowl Permit, and the applicant must reside in a single family home or duplex;
   b. The applicant must have had no Animal violations charges within twenty-four (24) months preceding the date of the Backyard Fowl 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 City Code environmental or housing violations within twelve (12) twenty-four (24) months preceding the date of the Backyard Fowl Permit Application;

d. A designated representative of the city has inspected and approved the property for the location of the fowl.

e. The City has sent all property owners within a 200 foot radius of the property on which the fowl are to be located a letter notifying such owners of a fourteen (14) twenty-one (21) day protest period for the permit giving such owners the right to file a written objection to the issuance of the permit with the City Clerk within the time limit. The protest period will start the day the letters are sent. Any written protest from a notified party objecting to the issuance of a permit will disqualify an applicant from receiving a Backyard Fowl Permit. A copy of any written protest filed during the protest period will be provided to the applicant.

(d) Renewal of Backyard Fowl Permits shall be reviewed by the City Clerk or their designee. Following a review and payment of the annual permit fee a Backyard Fowl Permit may be renewed for a twelve (12) month term.

e) The City Clerk or their designee may deny a permit if an applicant fails to meet any of the set requirements in the Chapter 2 of the Greensburg City Code.

(f) Backyard Fowl Permits may be revoked at any time if the permit holder fails to meet any requirements in Chapter 2 of the Greensburg City Code. Written notice of intent to revoke shall be sent to the permit holder by the City Clerk and the holder shall have the right for fourteen (14) days to file a written request for review of the proposed termination with the City Clerk.

(g) A Backyard Fowl Permit shall only be issued to one person on any qualifying property.

2-503 Distance Requirements
(a) It shall be unlawful for any permitted owner, keeper, or harbore, to build establish or maintain any pen, shelter, or quarters to keep chickens or ducks 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 permitted 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 or ducks 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 and ducks must either continually or at suitable intervals; have access to a supply of clean water and food suitable for the species.

(c) Ducks must continually have access to a supply of clean water adequate for swimming.

(d) Chickens and ducks must be kept in a clean, safe and healthy environment at all times.
(e) Chickens and ducks must be kept in a coop, chicken run, or chicken tractor at all times. Chickens and ducks must have access to a coop or chicken tractor at all times.
(f) Ducks must have clipped wings to prevent them from taking flight.
(g) Coops, chicken runs, and chicken tractors must be built with and maintain a minimum of 2 square feet for each chicken or duck, but shall not exceed 85 square feet total.
(h) 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.
(i) Coops, chicken runs, and chicken tractors shall consist of sturdy wire or wooden fencing and shall be designed so as to be easily maintained.
(j) 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.
(k) 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.
(l) All coops, chicken runs, and chicken tractors shall be placed behind screening of sufficient size, strength and density to screen such objects from the view of the public.
(m) 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.
(n) Chicken and duck waste control and removal 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 animal 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 animal waste droppings.
(o) The chicken or duck owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.
(p) It shall be unlawful to keep chickens or ducks for profit.
(q) No chicken, duck, or facility shall be kept in a manner that is:
   1. Offensive in odor;
   2. Unsanitary;
   3. Detrimental to the health of the animal or any neighboring animals; or
   4. A public nuisance; or
   4.5 A public blight.

SECTION 5: Other ordinances or portions thereof in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Greensburg, Kansas, this ____ day of ______________, 2016.
ATTEST:

___________________________________
Christy Pyatt, City Clerk

Mayor
ORDINANCE NO. _________

AN ORDINANCE AMENDING CHAPTER II OF THE CODE OF THE CITY OF GREENSBURG, KANSAS, BY AMENDING CHAPTER II, ARTICLE 1, SECTIONS 2-201, 2-109, 2-112, AND BY ADDING NEW ARTICLE 5 TO FACILITATE THE MAINTAINING OF CHICKENS AND DUCKS WITHIN THE CITY AND PROVIDING FOR THE REGULATION AND PERMITTING THEREOF.

BE IT ORDAINED by the Governing Body of the City of Greensburg, Kansas:

SECTION 1: Chapter II, Article 1, Section 2-101 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:


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 any female member of the species 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.
Dangerous or Vicious Animal - means any animal deemed to be dangerous or vicious per section 2-114.

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

Duck- means any member of the species anas platyrhynchos, regardless of sex.

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.

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.
SECTION 2: Chapter II, Article 1, Section 2-109 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

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 or ducks in accordance with Article 5 of this chapter.

SECTION 3: Chapter II, Article 1, Section 2-112 of the Code of the City of Greensburg, Kansas, is hereby amended to read as follows:

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)

SECTION 4: Chapter II of the Code of the City of Greensburg, Kansas is hereby amended by adding new Article 5 which reads as follows:

ARTICLE 5. CHICKENS AND DUCKS

2-501 Permitted fowl
(a) Up to six (6) chickens or ducks may be maintained in the city by any person of the city that obtains and maintains a Backyard Fowl Permit issued in accordance with this Article 5.
(b) A Backyard Fowl Permit may be approved to authorize a person to own, keep, or harbor a total of one (1) to six (6) chickens or ducks of any age.
(c) A Special Animal Permit through the Board of Zoning Appeals may grant a land owner the ability to have additional chickens or ducks.

2-502 Backyard Fowl Permit Fees and Application
(a) The City Clerk shall collect a onetime non-refundable $45.00 Backyard Fowl Permit application fee, and a $15.00 annual permit fee.
(b) Backyard Fowl Permits shall expire twelve (12) months following the date that the permit was issued.
(c) Applications for Backyard Fowl Permits shall be reviewed by the City Clerk or their designee.

1. The City Clerk or their designee may approve an application that meets all of the following requirements:
   a. The property must be occupied by the person requesting a Backyard Fowl Permit, and the applicant must reside in a single family home or duplex;
   b. The applicant must have had no Animal violations charges within twenty-four (24) months preceding the date of the Backyard Fowl 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 City Code environmental or housing violations within twenty-four (24) months preceding the date of the Backyard Fowl Permit Application;

d. A designated representative of the city has inspected and approved the property for the location of the fowl.

e. The City has sent all property owners within a 200 foot radius of the property on which the fowl are to be located a letter notifying such owners of a twenty-one (21) day protest period for the permit giving such owners the right to file a written objection to the issuance of the permit with the City Clerk within the time limit. The protest period will start the day the letters are sent. Any written protest from a notified party objecting to the issuance of a permit will disqualify an applicant from receiving a Backyard Fowl Permit. A copy of any written protest filed during the protest period will be provided to the applicant.

(d) Renewal of Backyard Fowl Permits shall be reviewed by the City Clerk or their designee. Following a review and payment of the annual permit fee a Backyard Fowl Permit may be renewed for a twelve (12) month term.

(e) The City Clerk or their designee may deny a permit if an applicant fails to meet any of the set requirements in the Chapter 2 of the Greensburg City Code.

(f) Backyard Fowl Permits may be revoked at any time if the permit holder fails to meet any requirements in Chapter 2 of the Greensburg City Code. Written notice of intent to revoke shall be sent to the permit holder by the City Clerk and the holder shall have the right for fourteen (14) days to file a written request for review of the proposed termination with the City Clerk.

(g) A Backyard Fowl Permit shall only be issued to one person on any qualifying property.

2-503 Distance Requirements

(a) It shall be unlawful for any permitted owner, keeper, or harborer, to build establish or maintain any pen, shelter, or quarters to keep chickens or ducks 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 permitted 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 or ducks 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 and ducks must either continually or at suitable intervals; have access to a supply of clean water and food suitable for the species.

(c) Ducks must continually have access to a supply of clean water adequate for swimming.

(d) Chickens and ducks must be kept in a clean, safe and healthy environment at all times.

(e) Chickens and ducks must be kept in a coop, chicken run, or chicken tractor at all times. Chickens and ducks must have access to a coop or chicken tractor at all times.
Ducks must have clipped wings to prevent them from taking flight.

Coops and chicken tractors must be built with and maintain a minimum of 2 square feet for each chicken or duck, but shall not exceed 85 square feet total.

Coops 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.

All coops, chicken runs, and chicken tractors shall be placed behind screening of sufficient size, strength and density to screen such objects from the view of the public.

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.

Chicken and duck waste control and removal 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 animal 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 animal waste droppings.

The chicken or duck owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites.

It shall be unlawful to keep chickens or ducks for profit.

No chicken, duck, or facility shall be kept in a manner that is:
1. Offensive in odor;
2. Unsanitary;
3. Detrimental to the health of the animal or any neighboring animals;
4. A public nuisance ;or
5. A public blight.

SECTION 5: Other ordinances or portions thereof in conflict herewith are hereby repealed.

SECTION 6: This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED AND ADOPTED by the Governing Body of the City of Greensburg, Kansas, this ___ day of ______________, 2016.

___________________________________
Mayor

ATTEST:

___________________________________
Christy Pyatt, City Clerk
Background:
HB 2104 passed by the Kansas State Legislature in May of 2015 made changes to laws governing municipal elections. The bill requires the City of Greensburg to hold elections in the fall of odd-numbered years. This bill also gives governing bodies the authority to determine whether the City’s elections will be nonpartisan or partisan. The required changes must be done before 2017. The Council discussed this topic in October of 2015, and determined that the change would be made following the April 2016 election.

Analysis:
The proposed charter ordinance to get the City in compliance is based off of the League of Kansas Municipalities template, and would extend those with terms ending in April of 2017 to the second Monday in January of 2018. Governing body members Christenson, Schaffer, & Kern were elected to shortened terms expiring in April of 2017, because of the City’s transition to odd-numbered year elections. The elections for these positions would be moved to the November election in 2017.

The charter ordinance also extends the terms expiring in April of 2019 to the second Monday in January of 2020. The governing body positions held by Jungemann, Trummel, and Dixon will be up for election in November of 2019.

The charter ordinance reaffirms that the City of Greensburg Elections will be non-partisan.

Financial:
Cost to publish the charter ordinance.

Legal Considerations:
Reviewed and approved as to form.

Recommendations/Actions: It is recommended the City Council:
Approve the proposed charter ordinance.

Attachments:
Exhibit A: HB 2104 Summary, Exhibit B: Proposed Charter Ordinance
CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE EXEMPTING THE CITY OF GREENSBURG, KANSAS, FROM THE PROVISIONS OF K.S.A. 15-201, RELATING TO THE ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, TRANSITIONS TO NOVEMBER ELECTIONS, THE FILLING OF GOVERNING BODY VACANCIES, AND NOMINATION PETITIONS; AND, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT; AND REPEALING CHARTER ORDINANCE NO. 15.

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

Section 1. The City of Greensburg, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of K.S.A. 15-201, which applies to this city, but is part of an enactment which does not apply uniformly to all cities.

Section 2. The governing body shall consist of a mayor and five council members to be elected to terms as set forth herein. The mayor and council members shall be residents and qualified electors of the City of Greensburg, Kansas.

Section 3. All elections for the City of Greensburg, Kansas shall be nonpartisan.

Section 4. Those governing body positions with terms expiring in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms expiring in April 2019, shall expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.

Section 5. General elections shall take place on the Tuesday succeeding the first Monday in November 2017. Succeeding elections will be held every two years for all such governing body positions whose terms have expired. A mayor and two council members shall be elected at one election, and the remaining three council members shall be elected at the succeeding election. The mayor and all council members shall have four year terms.

Section 6. Subject to the provisions of K.S.A. 12-16,128 and amendments thereto in case of a vacancy in the council occurring by reason of resignation, death, or removal from office or from the city, the mayor, by and with the advice and consent of the remaining council members, shall appoint an elector to fill the vacancy until the next election for that office. In case any person elected as a council member neglects or refuses to qualify within 30 days after election, the council member shall be deemed to have refused to accept the office and a vacancy shall exist. Subject to the provisions of K.S.A. 12-16,128 and amendments thereto the mayor may, with the consent of the remaining council members, appoint a suitable elector to fill the vacancy.
Section 7. In case of a vacancy in the office of mayor, the president of the council shall become mayor until the next regular election for that office and a vacancy shall occur in the office of the council member becoming mayor.

Section 8. In accordance with K.S.A. 25–205, and amendments thereto, any person may become a candidate for city office elected at large by having had filed on their behalf, a nomination petition or a declaration of candidacy, accompanied by any fee required by law. The nomination petition must be signed by three (3) percent of the qualified electors of the City of Greensburg.

Section 9. This Charter Ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 10. This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

Passed by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this _____ day of ______________, 20__.

__________________________
Mayor

Attest:

__________________________
City Clerk

[SEAL]
HB 2104 makes changes and additions to election law. The bill addresses the reasons for and filling of party candidacy vacancies for any national, state, county, or township office; repeals the presidential primary law and replaces it with a new requirement on political parties; and moves election dates for certain offices and makes related changes.

Filling Party Candidacy Vacancies

The bill deletes language allowing a candidate to withdraw his or her candidacy after the primary election due to being incapable of fulfilling the duties of office, replaces it with the ability to withdraw a nominee’s name for medical reasons or because the nominee does not live in Kansas, revises law addressing removal of the name of a nominee who has died, and more clearly states the meaning of the word “shall” in the statutes dealing with the requirement that a party fill a vacancy on the ballot for several offices. The bill makes deadline and other related changes as well.

Reasons Allowed for Vacancies

The bill replaces the reason of incapability to fulfill office duties by doing the following:

- Deleting law requiring the Secretary of State, for national and state offices, or the county election officer, for county and township offices, to remove from the ballot the name of any nominee who declares he or she is incapable of fulfilling duties of office if elected, and then withdraws; and

- Replacing the deleted portion with language stating a person who has been nominated may be withdrawn from nomination under the following circumstances:
  - The nominee must certify to the Secretary of State a notice he or she is withdrawing because of a severe medical hardship to self or immediate family, with certification of medical hardship signed by a doctor; or
  - The nominee must certify to the Secretary of State a notice he or she does not reside in the state of Kansas.

The bill revises the provision in law addressing removal of the name of a nominee who has died, by doing the following:

- Eliminating the requirement that a request to remove the name from the ballot come from the chairperson of the county party committee before a replacement can be named, instead leaving the fact of the death as the notification;

- Requiring the Secretary of State (for national and state offices) or the county election officer (for county or township offices) notify the chairperson or vice-
chairperson of the appropriate party committee within 48 hours of receiving the notification of death;

- Making the name removal a requirement, instead of an option; and
- Adjusting related deadlines as necessary.

“Shall” Means “Shall”

The bill requires, with respect to the sections of law addressing filling a party candidacy vacancy in a district office, on the State Board of Education, and in all other congressional district, county, or state offices: (a) the certificate executed under oath by the convention chairperson or vice-chairperson also state the person elected agrees to accept the nomination; and (b) the person elected execute a notarized statement stating he or she agrees to accept the nomination. The bill requires such certification be transmitted within 21 days of receipt of notice the vacancy has occurred or will occur for a district vacancy and within 14 days for other vacancies addressed by the bill.

In all three of these sections, with respect to the use of the word “shall,” the bill states: “...[T]he word ‘shall’ imposes a mandatory duty and no court may construe that word in any other way.”

Deadline and Related Changes

The bill makes the following deadline changes:

- For the office of district attorney, changes the date of filing for candidacy from June 10 to the date specified in KSA 2014 Supp. 25-205(a), which is June 1 with alternate provisions if that date falls on a weekend or holiday; and
- Regarding the deadline by which a district convention must fill a vacancy:
  - For a district office, reduces from 21 to 14 the number of days after receipt of the notice of vacancy to call or convene a convention; and reduces from 14 to 6 the number of days, after adjournment of a convention in which a quorum was not present, by which a new convention must be held; and
  - For the State Board of Education, reduces from 21 to 10 the number of days after receipt of the notice of vacancy to call or convene a convention and from 14 to 3 the number of days, after adjournment of a convention in which a quorum was not present, by which a new convention must be held.

Presidential Preference Primary

The bill repeals the statute calling for a presidential preference primary election and replaces it with new law requiring each recognized political party to select a presidential
nominee in accordance with party procedures, also required to be developed by the bill, for every presidential election beginning with the 2016 election.

**Moving Election Dates**

The bill moves all elections for office holders of local governments currently held in the spring of odd-numbered years to the fall of odd-numbered years, with one exception (described below). In general, the elections remain nonpartisan, although a city may choose to make its elections partisan. Sections to be added to the law, are cited as the Help Kansas Vote Act.

Beginning in 2017, the election dates for the specified units of local government will mirror the election dates for the elections held in even-numbered years. That is, the primary election will be held on the first Tuesday in August, and the general election will be held on the Tuesday following the first Monday in November. The elections, to be administered by the county election officers, will be consolidated into one ballot, which will be prescribed by the Secretary of State through rules and regulations. Those entities currently with district method elective offices (*i.e.*, cities and school districts) will retain that authority.

Local units of government affected are included in the definition of municipalities as the following:

- Cities;
- The consolidated city-county governments of Wyandotte County and Kansas City, Kansas, and Greeley County;
- School districts;
- The Kansas City Board of Public Utilities;
- Community colleges;
- Drainage districts;
- Extension districts formed pursuant to KSA 2-623 *et seq.*;
- Irrigation districts;
- Improvement districts formed pursuant to KSA 19-2753 *et seq.*;
- Water districts formed pursuant to KSA 19-3501 *et seq.* (Water One); and
- Hospital districts formed pursuant to KSA 2014 Supp. 80-2501 *et seq.*

Not included is any special district where governing body member elections are conducted at a meeting of the special district.
**Provisions Specific to Cities**

The bill makes these changes specific to cities:

- The one exception to elections being in odd-numbered years is the option the bill provides cities to also have elections in even-numbered years, for the purpose of staggering terms or having three-year terms of office;

- All existing ordinances and charter ordinances, except those relating to the timing of primary and general elections, remain in effect until amended or repealed by the city;

- Provisions are added to clarify the forms of government any city could adopt and how frequently a city could change its form of government;

- Numerous statutes are changed and some new sections added to make city election law uniform and not differ by class of city;

- A city governing body is authorized to determine whether that city's elections will be nonpartisan or partisan; and

- A vacancy on the governing body of any city or consolidated city and county must be filled by special election when the following conditions exist:
  - The municipality does not have its own procedure for filling vacancies and has not filled any such vacancies within 60 days; and
  - The governing body has not made an appointment to fill the vacancy within 60 days of the vacancy.

**Provision Specific to School Districts**

All unified school districts must make available, upon request of the county election officer, suitable school buildings for polling places. The county election officer must notify the school district superintendent on or before January 1.

**Voter Education, Official Municipal Ballot, Declaration of Intent, Ballot Length**

**Voter Education**

The Secretary of State must develop a public information program to inform the public of the changes related to moving elections from spring to fall, including an explanation of which offices' elections are involved. The information program must use advertisements and public service announcements, in addition to posting information on the official websites of the Secretary of State and county election officers. The bill requires the Secretary of State and county election officers to develop dedicated websites to provide voter education and sample ballots.
Official Ballot, Declaration of Intent, and Election Procedures

The bill requires the Secretary of State to prescribe the official ballot style and form for municipal offices and the declaration of intent to become a candidate. Candidates must file the declarations with the county election officer no later than noon, June 1, in even- and odd-numbered years, with an exception provided if that date falls on a weekend or a holiday. For entities where a primary election is not authorized or otherwise required, the declaration of intent must be filed no later than noon on September 1, with a similar exception provided. The Secretary of State also must establish primary and general election procedures for municipalities, and adopt rules and regulations to implement this section on or before July 1, 2016. County election officers, in consultation with the Secretary, must develop ways to reduce ballot length and expedite the voting process.

The county election officers must arrange and print the official primary election ballot for municipal elections in odd-numbered years.

The Secretary of State must establish (for various elections) the arrangement of names and offices on ballots, develop ballots, and establish ballot styles, all in accordance with rules and regulations adopted by July 1, 2016.

Other Changes

The bill specifies expiration dates for the terms of members of governing bodies and other elected officials of all municipalities. Under the bill, those that would have expired at any time in 2017 will expire on the second Monday in January of 2018.

The bill deletes or replaces several provisions in law to comport with the bill’s intent of consolidating all spring elections for officials to the fall. This includes changes in primary and general election filing deadlines and procedures, terms of office, ballot creation and canvassing, periods of time when school and community college districts could change their methods of election, and notices of elections.

The bill increases each voter’s time limit in the voting booth from five minutes to ten minutes, when other voters are waiting.

The bill increases candidate filing fees from $5 or $10 to $20 and specifies a $20 filing fee for any municipal office included in the bill.

The bill requires the county election officer to notify each person on the permanent advance voting list who has failed to vote in four (increased from two) general elections that the person must renew the application for permanent advance voting status or be removed from the permanent advance voting list; the general elections include those held in odd-numbered years.

The bill changes the number of 16- or 17-year-olds who are allowed to serve on each election board, from 1 to 1/3 of those appointed to the election board. It also requires each 16- or 17-year-old so appointed to have a letter of recommendation from a school teacher, counselor, or administrator.
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 approved accepting two properties from the Iroquois Center on April 4, 2016. The deeds were approved by the Iroquois Center board on April 26, 2016.

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.

Accepting the deeds will officially move the properties 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 accept the deeds from the Iroquois Center.

Attachments: Exhibit A: Lank Bank Donation Application. Exhibit B: Deeds for Properties
CERTIFICATE OF RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC, AT ITS BOARD OF DIRECTORS MEETING HELD ON APRIL 26, 2016

A meeting of the Board of Directors of Iroquois Center for Human Development, Inc., was held on the 26th day of April, 2016, with a quorum of the Board Members being present and participating. At the meeting the following resolutions were adopted by the affirmative vote of all of the Directors.

"BE IT RESOLVED: That the corporation should donate to the City of Greensburg Land Bank certain real estate owned by it in Kiowa County, State of Kansas described as follows:

Tract #1:

Lots Nine (9) and eleven (11) and the West Half (W/2) of the vacated alley, Block Two (2), Canfield and Lee's Addition to the City of Greensburg, Kiowa County, Kansas.

Tract #2:

Lots Five (5) and Six (6), Block Forty-one (41), Original town, City of Greensburg, Kiowa County, Kansas.

And

BE IT FURTHER RESOLVED, that Terry Mayhew, President of the corporation should be and hereby is authorized, empowered and directed to execute the deeds of conveyance (copies of which are attached hereto) required thereby, for and on behalf of the corporation and deliver them to the City of Greensburg Land Bank."

The undersigned does hereby certify that the forgoing reflects the action taken by the Directors at the above referenced board meeting.

On this 26th day of April, 2016.

______________________________
Gail Boisseau, Secretary
RESOLUTION OF
IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC.

At a meeting of the Board of Directors of said corporation held at Greensburg, Kansas, the following resolutions were adopted by the Directors of the corporation.

"BE IT RESOLVED: That the corporation should donate to the City of Greensburg Land Bank certain real estate owned by it in Kiowa County, State of Kansas described as follows:

Tract #1:

Lots Nine (9) and eleven (11) and the West Half (W/2) of the vacated alley, Block Two (2), Canfield and Lee's Addition to the City of Greensburg, Kiowa County, Kansas.

Tract #2:

Lots Five (5) and Six (6), Block Forty-one (41), Original town, City of Greensburg, Kiowa County, Kansas.

And

BE IT FURTHER RESOLVED, that Terry Mayhew, President of the corporation should be and hereby is authorized, empowered and directed to execute the deeds of conveyance (copies of which are attached hereto) required thereby, for and on behalf of the corporation and deliver them to the City of Greensburg Land Bank."

I do further certify that the following are the signature of Terry Mayhew.

[Signature]
Terry Mayhew

Dated this 4th day of April, 2016.

[Signature]
, Secretary
WARRANTY DEED

This 26th day of April, 2016, IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC., (Grantor)

CONVEYS AND WARRANTS TO

CITY OF GREENSBURG LAND BANK, Grantee, all the following described REAL ESTATE in the County of Kiowa, State of Kansas, to-wit:

Lots Nine (9) and Eleven (11) and the West Half (W/2) of the vacated alley, Block Two (2), Canfield and Lee’s Addition to the City of Greensburg, Kiowa County, Kansas.

Subject to easements, restrictions, rights-of-way and reservations of record.

For the sum of One Dollar ($1.00) and other good and valuable consideration.

IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC.

BY: __________________________
   Terry Mayhew, President
STATE OF KANSAS

COUNTY OF KIOWA

Be it remembered that on this [date] day of [April], 2016, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Terry Mayhew, President of Iroquois Center for Human Development, Inc., personally known to me to be such President and to be the same person who executed as such President the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
November 2, 2018

[Stamp]
WARRANTY DEED

This 26th day of April, 2016, IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC., (Grantor)

CONVEYS AND WARRANTS TO

CITY OF GREENSBURG LAND BANK, Grantee, all the following described REAL ESTATE in the County of Kiowa, State of Kansas, to-wit:

Lots Five (5) and Six (6), Block Forty-one (41), Original Town, City of Greensburg, Kiowa County, Kansas.

Subject to easements, restrictions, rights-of-way and reservations of record.

For the sum of One Dollar ($1.00) and other good and valuable consideration.

IROQUOIS CENTER FOR HUMAN DEVELOPMENT, INC.

BY: [Signature]

Terry Mayhew, President
STATE OF KANSAS  
COUNTY OF KIOWA  

Be it remembered that on this 24th day of April, 2016, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Terry Mayhew, President of Iroquois Center for Human Development, Inc., personally known to me to be such President and to be the same person who executed as such President the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

[Signature]
Notary Public

My Commission Expires:   
November 2, 2018
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: terrymayhew@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? $ __ 2015 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

Print Your Name Terry Matthew 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

[Signature]

Chairman

Print Your Name

Terry Mayhew

Date

3-4-11

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: Utility Collections Service  
INITIATED BY: City Administrator, Kyler Ludwig

---

**Background:**
City staff was approached by Collection Bureau of Kansas, Inc (CBK) about collection services for both court and utilities. The City currently runs delinquent utility accounts through the state set-off program, and court costs are collected through American Municipal Services (AMS).

**Analysis:**
Court: AMS charges delinquent accounts an additional 33% this fee is paid by the customer. The proposal from CBK would charge delinquent accounts 30% if they are collected through CBK.

Utility: The state set-off program has no fees associated with it. The set-off program can collect on delinquent accounts when an individual files for a state of Kansas tax return. The proposed contract from CBK would charge a 30% fee for collections, and would work as a compliment to the state set-off program. If the City would like to move to utility collections an ordinance passing this fee on to the customer would be proposed.

**Financial:**
Cost of collection may be passed on to the customer, but the City is responsible for legal fees during the collection process if any.

**Recommendations/Actions:** It is recommended the City Council: 
Discuss the option of a Utility collection service.

**Attachments:**
Exhibit A: Proposed Contract with CBK; Exhibit B: Collection Cost to Customer Code Change Template.
THIS AGREEMENT made and entered into this ___ day of __________, ______ by and between Collection Bureau of Kansas, Inc., a corporation hereinafter referred to as “AGENCY” and, ____________________________, a Kansas corporation, hereinafter referred to as “CLIENT”.

WITNESSETH:

WHEREAS, CLIENT desires to assign various accounts for collections; and WHEREAS, Agency desires to accept and pursue said claims; NOW THEREFORE, in consideration of mutual covenants herein contained, the parties hereto do agree as follows:

1. Agency will use its best efforts and resources to effect collections. Collection efforts will continue on all Client accounts unless Agency or Client has canceled efforts on the accounts and so notified Client. Collection activities shall be in compliance with Federal, State and Local laws or regulations, including the Fair Debt Collection Practices Act, and be courteous and business-like, consistent with the image and reputation of Client. Client warrants that all accounts are valid and legally enforceable debts to the best of their ability.

2. Fees and Charges
   a. AGENCY/AR; Agency shall charge and Client agrees to pay Agency a fee on principle amounts collected at a rate of ___% on all accounts turned to Agency (in the event the Client has an Ordinance in place allowing for fees to be added to the debt Agency would then add the percentage to the amount turned for collection).
   b. AGENCY/CHECKS; At the election of the Client, Agency will collect on those returned checks that are sent both electronically and manually. Agency will pay the Client 100% of the face amount collected and ___% of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Agency will advance all legal fees on accounts for legal action; after the accounts are filed and invoice will be forwarded for you to remit within 10 days of receipt. Attached Addendum A, Check Clients must provide this document with agreement.

3. STATEMENTS; The Agency will submit to Client, monthly statements of the net amount received the previous calendar month, by the 10th of the month following collection along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at 3615 SW 29th St, Topeka, KS 66614 or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.
4. RECORDS; The Agency will maintain records as they pertain the each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.

5. COMPROMISE SETTLEMENT; Agency shall not have authority to accept a compromise settlement on the Principal amount turned, without the Client’s prior approval.

6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months and thereafter, from year to year, unless terminated as herein provided.

7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. Agency may retain all accounts where legal action has started that have been entered into their database. Agency will charge and Client agrees to pay the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.

8. REPORTS; Agency shall submit the following reports to Client monthly:
   a. Acknowledgment (Report sent based on when Client turns accounts...monthly, bi monthly or weekly)
   b. Cancellation/Deletion
   c. Transmittal/Client Statement

9. INDEMNITY;
   a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney’s fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and forwarders, or any of them from failure of the Agency to comply with the provisions of this Agreement.
   b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney’s fees and court costs occasioned by omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.

10. GENERAL PROVISIONS;
    a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
    b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
    c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions shall continue in full force and effect.
    d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
    e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective when received.
    f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. All actions and demands shall be made at the venue in the courts of Shawnee County in the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. Agency may freely assign this Agreement, its rights, and benefits of duties hereunder. This Agreement shall be to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
    g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Agency may terminate this Agreement at any time upon written notice to Merchant. In the event Agency changes the rates or fees, Merchant may terminate this Agreement upon thirty (30) days written notice to Agency. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
    h. For any returned check that Client sends to Agency for collection, Agency shall use reasonable care and its best efforts to collect such returned checks pursuant to this Agreement. In collecting such checks, Agency shall comply with all applicable laws, rules and regulations, including the Fair Debt Collection Practices Act. Agency will maintain complete and accurate records with respect to all returned checks placed and will provide Client with monthly status reports on all returned checks received by Agency.

11. CONFIDENTIALITY; Agency shall not disclose information relating to the patients to persons other than patients, parents, or guardians of patients as necessary for payment purposes, and shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood the Agency's obligation not to disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement nor will the terms and conditions of this agreement be disclosed to anyone or an entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

13. Under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

AGENCY:
Collection Bureau of Kansas, Inc.
Address:
3615 SW 29th St
Topeka, KS 66614
Authorized Representative:
Name: Chad A. Hollins (please print)
Signature:
Title: Sales Consultant
Date:

CLIENT:

Address:

Phone:

Authorized Representative:
Name: _____________________________ (please print)
Signature:
Title:
Date:
Addendum A

Bank Mail Release / Authorization:

Merchant agrees that all checks forwarded to CBK will be one of the following:

☐ Primary Checks will come directly to CBK from the Merchant’s Bank after only one submission.

☐ Secondary Checks will come to CBK from either the Merchant, Merchants Bank or from a party determined by the Merchant to forward to CBK.

(Primary Checks must fill out below)

Dear Bank Officer,

Please forward all unpaid items immediately after first presentation to the address indicated below. This new address and authorization will be in effect unless cancelled in writing. Thank you for your immediate attention.

Authorize Signer: ___________________________ Title: ___________________________

(Print name)  

Signature: ___________________________ Date: ___________________________

Bank Name: ___________________________

Address: ___________________________

ABA #: ___________________________ ACCT #: ___________________________

Our Client #: ___________________________ (for company use)

Returns should be sent to our collection company after 1st presentment at:

Collection Bureau of Kansas, Inc.
3615 SW 29th St
Topeka, KS 66614
785-228-3636
785-271-6211 (fax)
Citizen/debtor shall pay any and all charges related to the reasonable costs of collection of any fine/fee/costs of services, as well as any costs/assessments for clean-up of the property for a municipal violation that is the issue herein. This specifically applies to, but is not limited to, charges for water, trash, electricity, property code violation fines, parking tickets, municipal court fines, fees, court costs, interest accrued thereon, and any other debt due and owing to the municipality. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.
TO: Mayor and City Council
SUBJECT: Incubator Rent Discussion
INITIATED BY: Kyler Ludwig, City Administrator

Background:

The City Council has indicated that the success of the Sunchips Business Incubator is a priority in 2016. Discussion was held on February 15th and March 7th on the finances of the Incubator. To help facilitate discussion on the Business Incubator staff has prepared a list of current lease holders.

Analysis:

The average tenure for the current lease holders at the incubator is 2.5 years with a median of .6 years, and a standard deviation of 2.97 years. Only one lease expires within this year, and then the next lease will not expire until January of 2019.

Recommendations/Actions: It is recommended the City Council:

Receive and file the staff report on the incubator.

Attachments: Exhibit A: Incubator Lease Holder Information
<table>
<thead>
<tr>
<th>Suite</th>
<th>Leasee</th>
<th>Lease Began</th>
<th>Lease Renewed</th>
<th>Lease Ends</th>
<th>Sq Ft.</th>
<th>Rent</th>
<th>Utilities</th>
<th>Potential Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>103</td>
<td>Unoccupied Manager's Office</td>
<td></td>
<td></td>
<td></td>
<td>186</td>
<td>$120.90</td>
<td>$75.00</td>
<td>$195.90</td>
</tr>
<tr>
<td>111</td>
<td>State Farm Shanda Swinehart</td>
<td>12.1.10</td>
<td>01.01.15</td>
<td>01.01.19</td>
<td>778</td>
<td>$350.10</td>
<td>$24.00</td>
<td>$374.10</td>
</tr>
<tr>
<td>113</td>
<td>Emblazon Designs Travis/Heather Powell, Lanny Jones</td>
<td>08.21.15</td>
<td>08.21.19</td>
<td>793</td>
<td></td>
<td>$356.85</td>
<td>$24.00</td>
<td>$380.85</td>
</tr>
<tr>
<td>116</td>
<td>J. Scott James</td>
<td>03.23.16</td>
<td>03.23.20</td>
<td>586</td>
<td></td>
<td>$263.70</td>
<td>$24.00</td>
<td>$287.70</td>
</tr>
<tr>
<td>117</td>
<td>Carmen Renfrow</td>
<td>10.01.15</td>
<td>10.01.19</td>
<td>493</td>
<td></td>
<td>$221.85</td>
<td>$24.00</td>
<td>$245.85</td>
</tr>
<tr>
<td>119</td>
<td>Asian Kitchen</td>
<td>01.01.16</td>
<td>01.01.20</td>
<td>703</td>
<td></td>
<td>$316.35</td>
<td>$24.00</td>
<td>$340.35</td>
</tr>
<tr>
<td>205</td>
<td>Stull Law</td>
<td>03.01.12</td>
<td>03.01.16</td>
<td>204</td>
<td></td>
<td>$132.60</td>
<td>$75.00</td>
<td>$207.60</td>
</tr>
<tr>
<td>206</td>
<td>Southwest Kansas Title, LLC Rikki Hager</td>
<td>03.01.16</td>
<td>03.01.20</td>
<td>208</td>
<td></td>
<td>$135.20</td>
<td>$75.00</td>
<td>$210.20</td>
</tr>
<tr>
<td>207</td>
<td>Great Plains Fluid Service Inc.</td>
<td>09.01.15</td>
<td>09.01.19</td>
<td>236</td>
<td></td>
<td>$153.40</td>
<td>$75.00</td>
<td>$228.40</td>
</tr>
<tr>
<td>208</td>
<td>Shattuck Law/Smoll &amp; Banning</td>
<td>01.01.08</td>
<td>01.01.15</td>
<td>01.01.19</td>
<td>236</td>
<td>$153.40</td>
<td>$75.00</td>
<td>$228.40</td>
</tr>
<tr>
<td>212</td>
<td>Post Accounting</td>
<td>11.01.10</td>
<td>01.01.15</td>
<td>01.01.19</td>
<td>231</td>
<td>$150.15</td>
<td>$75.00</td>
<td>$225.15</td>
</tr>
</tbody>
</table>

Totals: $2,354.50 $570.00 $2,924.50

*Upstairs - Rent is $0.65/sq ft. Electric is metered altogether. The City collects $75/mo. for utilities.
Suite 103 - Rented in the same manner as the upstairs units.
*Downstairs - Rent is $0.45/sq ft. Electric is metered separately. City collects $24/mo for water/sewer/trash
TO: Mayor and City Council
SUBJECT: Quarter 1: Key Performance Report
INITIATED BY: Kyler Ludwig, City Administrator

---

**Background:**

In an effort to increase staff efficiencies and provide more accurate information about City services staff has compiled a list of performance measures that will be recorded on a monthly basis.

**Analysis:**

Staff is looking to report quarterly some of the key performance indicators to the governing body. These measures were first collected in January of 2016, and the report is for totals from January through March of 2016. In future reports staff hopes to compare totals with previous years and show more trends in the data.

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

Receive and file the report on performance measures.

**Attachments:** Exhibit A: Quarter 1 Key Performance Indicator Report
### 2016 Quarter 1 Report - Key Indicators

#### Parks/Streets

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing (linear feet)</td>
<td>405</td>
</tr>
<tr>
<td>Streets Swept (miles)</td>
<td>203</td>
</tr>
<tr>
<td>Snow Events</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Utilities

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Pumped (gal)</td>
<td>9,123,000</td>
</tr>
<tr>
<td>Water Loss</td>
<td>~13%</td>
</tr>
<tr>
<td>Avg Well Dept (feet)</td>
<td>85</td>
</tr>
<tr>
<td>Electricity Use (KWH)</td>
<td>3,481,227</td>
</tr>
</tbody>
</table>

#### Tourism/Big Well

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Well Visitors</td>
<td>2,351</td>
</tr>
<tr>
<td>Website Visitors</td>
<td>6,977</td>
</tr>
<tr>
<td>Social Media Impressions</td>
<td>96,930</td>
</tr>
<tr>
<td>New Likes/Followers</td>
<td>118</td>
</tr>
</tbody>
</table>

#### Staff/Personnel

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime Hours</td>
<td>59.5</td>
</tr>
<tr>
<td>Sick Time Used</td>
<td>274</td>
</tr>
</tbody>
</table>

#### Police/Public Safety

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispatched Calls</td>
<td>48</td>
</tr>
<tr>
<td>Self Initiated Calls</td>
<td>92</td>
</tr>
<tr>
<td>Positive Officer Contact</td>
<td>220</td>
</tr>
<tr>
<td>Assist- Sherriff, EMS, Fire</td>
<td>14</td>
</tr>
<tr>
<td>Vehicle Accidents</td>
<td>3</td>
</tr>
</tbody>
</table>